



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, November 13, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 6, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$7,498,960.50 For The Period Ending October 26, 2024 Through November 1, 2024.

Documents:

[RES CLAIMS PAYABLE OCT 26, 2024 - NOV 1, 2024.PDF](#)

(2) Authorize The Mayor To Apply For Grant Funding And Execute All Necessary Documents With Respect To The 2024 Washington State Recreation And Conservation Office Boating Facilities Program Grant For Langus Riverfront Boat Launch Grant Cycle.

Documents:

[2024 WA STATE REC AND CONSERVATION GRANT CYCLE - RCO LANGUS RIVERFRONT BOAT LAUNCH RESOLUTION.PDF](#)

(3) Authorize The Mayor To Sign The Professional Services Agreement With David Evans And Associates, Inc For The Merrill And Ring Creek Bridge Replacement Project In The Amount Of \$4,024,383.

Documents:

[DAVID EVANS AND ASSOC-MERRILL AND RING CREEK BRIDGE REPL-PSA.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 3 To The Professional Services

Agreement (PSA) With DKS Associates.

Documents:

[DKS ASSOC-EVERGREEN AND 79TH PL SE SIGNAL MODIFY-AMEND3.PDF](#)

(5) Authorize The Mayor To Sign The Kasch Park Baseball Field Management Agreement.

Documents:

[KASCH PARK BASEBALL FIELD AGREEMENT.PDF](#)

(6) Approve Contract Change Order No. 3 To The Construction Contract With McClure & Sons, Inc For The Evergreen Pump Station Modifications Project In The Amount Of \$127,489.64 For A Revised Total Amount Not To Exceed \$4,995,071.64, And Total Contract Completion Time Of 856 Calendar Days.

Documents:

[MCCLURE AND SONS-EVERGREEN PUMP STA MODIFY-CO3.PDF](#)

PUBLIC HEARINGS & PROPOSED ACTION ITEMS:

(7) CB 2410-30 – 2nd Reading - Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2025 In The Amount Of \$944,422,185. (Public Hearing And 3rd & Final Reading 11/20/24, Final Vote On 12/4/24)

Documents:

[CB 2410-30.PDF](#)
[2025 BUDGET HEARING NO. 2.PDF](#)

(8) CB 2410-31 – 2nd Reading - Adopt An Ordinance Levying The EMS Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2025, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon. (Public Hearing And 3rd & Final Reading And Vote 11/20/24)

Documents:

[CB 2410-31.PDF](#)

(9) CB 2410-32 – 2nd Reading - Adopt An Ordinance Levying The Regular Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2025, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon. (Public Hearing And 3rd & Final Reading And Vote 11/20/24)

Documents:

[CB 2410-32.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#

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

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

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

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

Council President

Project title: Grant Application for 2024 Washington State Recreation and Conservation Office Boating Facilities Program Grant for Langus Riverfront Boat Launch

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 11/13/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Project Resolutions

Department(s) involved:

Parks and Facilities
Administration

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: 2024 Washington State Recreation and Conservation Boating Facilities Program Grant

Partner/Supplier: Washington State Recreation and Conservation Office

Location: Langus Riverfront Boat Launch – 400 Smith Island Road, Everett

Preceding action: None

Fund: CIP 3

Fiscal summary statement:

The Parks and Facilities department will be seeking a grant in the amount of \$750,000 from the Washington State Recreation and Conservation Office. There is a 25% match for this grant (\$250,000) which will come from the CIP-3 capital project fund.

Project summary statement:

The City of Everett will use this grant to renovate the boat launch at Langus Riverfront Park. Located on the east bank of the Snohomish River, this facility has two boarding floating docks measuring 110-ft-long and 160-ft-long with a 35-ft-wide concrete ramp between them allowing for multiple boats to utilize the launch at the same time.

The proposed improvements include replacing the boarding floats, the old timber piles with new steel pilings, and replacing the failing debris deflectors with new HDPE camels, which will directly benefit boaters while supporting conservation efforts in the region.

Recommendation (exact action requested of Council):

Authorize the Mayor to apply for grant funding and execute all necessary documents with respect to the 2024 Washington State Recreation and Conservation Office Boating Facilities Program Grant for Langus Riverfront Boat Launch grant cycle.

RESOLUTION NO. _____



A Resolution Regarding the Community Outdoor Athletic Facility Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory and Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President



City Council Agenda Item Cover Sheet

Project title: Professional Services Agreement with David Evans and Associates, Inc. for design services on the Merrill and Ring Creek Bridge Replacement Project.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/13/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Agreement

Department(s) involved:

Public Works, Legal

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Merrill and Ring Creek Bridge Replacement Project

Partner/Supplier: David Evans and Associates, Inc.

Location: W. Mukilteo Blvd

Preceding action: [Ordinance No. 3975-23, 10/11/23](#)

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with David Evans and Associates, Inc. with a total compensation amount not to exceed \$4,024,383.

The funding sources for the design phase of this project include a Federal Grant of \$5,450,000 and local matching funds of \$850,000 from Fund 119 – Street Improvements for a total programmed available funding of \$6,300,000.

Project summary statement:

This action will provide for full design, permitting, and right-of-way services to replace the existing Merrill and Ring Creek bridge, which is seismically vulnerable and functionally obsolete. The bridge is located along W. Mukilteo Blvd and is an arterial route that is used daily by nearby residents, transit, ferry and freight traffic, school buses and emergency responders.

David Evans and Associates, Inc was selected through a qualification-based selection process that included advertisement of a Request for Qualifications (RFQ) and a detailed review of submitted qualifications. The qualification statements were evaluated and scored by the project team.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with David Evans and Associates, Inc for the Merrill and Ring Creek Bridge Replacement Project in the amount of \$4,024,383.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A Scope of Work

Project No.

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Exhibit A SCOPE OF WORK

Background:

This project will replace the existing City of Everett's (City) Merrill & Ring Bridge (SID 08560600) in Mukilteo Boulevard corridor with a new multi-span bridge.

The Merrill & Ring (M&R) Bridge was built in 1931 and was widened in 1980. The bridge serves as a vital link in a chain of three bridges that provide the only access to neighborhoods located along Mukilteo Boulevard, an NHS route between the cities of Everett and Mukilteo. The other two bridge are Maple Heights (SID 08560500) and Edgewater (SID 08559300). Both bridges received funding from Local Bridge Program to eliminate their deficiencies. The Maple Heights Bridge deficiencies have recently been eliminated through a seismic upgrade and the Edgewater Bridge deficiencies are being eliminated through a full replacement that is currently under construction.

Mukilteo Boulevard traverses deep ravines and winds along steep hillsides and is the only access to the neighborhoods along its length. It also serves over 6000 vehicles per day in its load restricted condition. If any two of these three bridge were to fail during a seismic event there is no other access to the areas isolated by the bridge failures.

The M&R Bridge is a steel deck truss that has been widened by adding two additional matching deck trusses, one on each side of the original deck truss girders, to support the wider deck and sidewalks. These new trusses have provided additional load paths for structural redundancy. Significant effort and money have been expended in keeping the structure in service, but widespread steel deterioration caused by a leaking deck have made a replacement project necessary.

The engineering analyses has revealed that the bridge has less capacity than previously thought due to widespread corrosion deterioration in critical locations of floor beam splices. The load rating report shows that it is deficient for all analyzed loading and the current Sufficiency Rating is 21.68 SD.

Furthermore, the bridge was also evaluated for seismic vulnerability and the analysis shows that the bridge is deficient in shear and flexural capacities on its interior columns and has deficient interior truss diagonal members. These deficiencies may cause a superstructure and/or substructure failure during a large seismic event.

Replacement alignment/ s of the existing bridge will be based on considerations of the environmental process determinations, right-of-way, mobility of traffic and other City-desired goals that will be determined during the important Type, Size, & Location (TS&L) investigation phase of the project.

The work will include project management inclusive of project scoping, multi-agency coordination, utility coordination, and preliminary design, final design, and construction phases.

It is assumed that the City will lead the Right-of-Way activities.

The City, at its discretion, may elect to amend the consultant's contract to include partial or full construction engineering services, which may include construction phase engineering support and inspection for federally funded projects.

Initial Scope Summary:

1. Project Management
2. Surveying
3. Geotechnical Engineering & Report
4. Environmental Permitting
5. Bridge Aesthetics
6. Utility Coordination
7. Constructability Review, Construction Schedule & Estimation
8. Traffic Control
9. Illumination & Signage
10. Community Outreach
11. Right of Way Support
12. Civil, Roadway & Drainage Design
13. Structural Design
14. Bidding Phase Support
15. Construction Phase Support

Future Possible Scope (Optional Work), at City's discretion:

- Construction Management

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following guidelines and documents:

- AASHTO 2001, "A Policy of Geometric Design of Highways and Streets"
- Washington State Department of Transportation, "Standard Specifications for Road and Bridge Construction"
- Washington State Department of Transportation, "Design Manual"
- Washington State Department of Transportation, "Bridge Design Manual"
- AASHTO LRFD Bridge Design Specifications – Ninth Edition

- Washington State Department of Transportation, “Materials Laboratory Outline”
- Washington State Department of Transportation, “Construction Manual”
- Washington State Department of Transportation, “Local Agency Guidelines”
- Highway Research Board’s Manual entitled “Highway Capacity”
- CONSULTANT and Washington State Department of Transportation, “Manual on Uniform Traffic Control Devices for Streets and Highways”
- Standard drawings prepared by City shall be used as a guide in all cases where they fit design conditions.
- AASHTO “Guide for the Development of Bicycle Facilities”
- WSDOT Highway Runoff Manual
- WSDOT Hydraulics Manual

WORK ELEMENT 1 PROJECT MANAGEMENT

This work element includes administration of the contract between the CONSULTANT and the City, preparation of monthly progress reports and quality control, necessary for the Project. The task includes all administrative services needed to coordinate with the sub-consultant/s and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating
- Meetings and Meeting Minutes – approximately 17 team meetings is assumed for the duration of the design activities
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Design Team Management:
 - a. Schedule and coordinate with design team.
 - b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
 - c. Prepare, monitor, and update project schedule. Monitor project budget.
 - d. Prepare monthly billings, progress reports, and updated monthly project schedule.
 - e. Maintain regular informal contact telephone discussions, and electronic mail.
 - f. Obtain, with assistance from the City, rights of entry necessary for geotechnical studies, etc.

Deliverables:

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule

WORK ELEMENT 2 SURVEYING

This Work Element will be provided by Furtado & Associates (Furtado) to provide topographic survey and engineering basemaps of the existing Merrill & Ring Bridge and its surroundings, including survey of wetland flagging placed for Ordinary High-Water Mark (OHWM) of the Ck and topo mapping of the ravine below it. Please see the Surveying Limits Exhibits, included herein for a depiction of the limits.

The east-west project limits along W. Mukilteo Blvd. will begin 150' southwesterly of the bridge structure and continue 110' beyond the northeasterly end of the bridge structure. The limits include the intersections with Mukilteo Ln. and Shore Ave.

Above the ravine mapping will be to full Right-of-Way from Mukilteo Ln. to the top of the ravine and from Shore Ave to the top of the ravine. The limits include the top of bridge from barrier edge to barrier edge.

The survey team anticipates using a 3D terrestrial scanner for mapping the roadways and the underside of the bridge structure.

2.1 Project Management/ QA/QC

This task includes the survey project management, administrative duties, and quality control proper for a project of this kind, complexity and need of coordination. The survey team will assign a Survey Project Manager and a Survey Quality Leader for this project. The Survey Quality Leader will provide a QC or QA role to support the Survey Project Manager for appropriate delivery packages.

2.2 Surveying

2.2.1 Survey Control

This task includes the establishment of survey control for the project, including the recovery of relevant existing survey control, as required for the project. Typically, survey control will be comprised of both found and set control marks including any available local monuments in immediate proximity of the project limits. This survey control is established to support the mapping and ROW calculation effort and future phases of the project.

- The horizontal datum for this project will be NAD83/2011(Epoch2010.0), Washington State Plane, North Zone, using the unit of USFT.
- The vertical datum for the survey work shall reference NAVD88, using the unit of USFT.

The field surveying and mapping required for this specific effort consists of an overall aerial of the site and a north survey limits or south survey limits (see the Surveying Limits Exhibits). An aerial raster image will be collected from a publicly available aerial project or via collection using sUAS as shown in the exhibit below.

Rights of entry (ROE) will be provided by the City of Everett for the consultant's reasonable and efficient access.

The topographic field surveying and mapping required for this specific effort consists of approx. 1,750 linear feet along W. Mukilteo Blvd. Furtado shall locate and map visible features necessary for the creation of a basemap to support engineering design. Items to be included:

- Topographic and planimetric features, including channelization
- Edge of pavement, gravel, concrete, grass, landscaping, etc
- Curb and sidewalk, including curb cuts and ADA ramps
- Street signs and traffic signal appurtenances
- Trees 6" or greater DBH, marked with ribbon once surveyed, with mapping of the edges of significant vegetation or approximate drip line diameter
- Walls, rockeries, and fences (to the degree accessible, therefore the face of such features may be mapped)
- Sufficient ground elevations and breaklines will be surveyed to generate a digital terrain model (DTM) at a one-foot contour interval
- Visible and apparent surface improvements situated within the described survey limits
- Bridge abutment as-builts and soffit elevations at keypoints
- Ravine mapping will extend approximately 100-feet northerly and southerly of the bridge face and will be 25-feet each side of the center of the ravine. The limits include mapping directly below the bridge from bridge abutment to bridge abutment, if accessible.
- Survey of up to sixty (60) Ordinary High-Water Mark flags, set by others, the location of which may extend 100-feet southerly and northerly of the bridge face.
- Surveyed position of up to five (5) geotechnical exploration boring locations for PH1 & PH2
- Follow-up focused supplemental survey for up to 2 days per engineering team's discretion

2.2.2 Utility Surveying

This task includes the mapping of utilities within the Surveying Limits Exhibits. Furtado shall arrange for underground 'conductible' utility locating, by means of a private utility firm to be used within the apparent Right-of-Way that resides in the project limits (see exhibit survey limits). The private utility firm shall locate utilities within the project corridor limits. The

consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the utility locating service.

- Underground utility paint marks placed on the ground by others is anticipated to be mapped and is expected to include: power, natural gas, water and communications. The Consultant will try to schedule the conductible utility locating service to be onsite within 5 business days from the notice to proceed. The Consultant will not be responsible for the completeness or timeliness of the conductible utility locating service.
- Visible surface utility appurtenances to be mapped include: power poles, vaults, risers, fire hydrants, water valves, hand holes, meters, gas valves, traffic signal/traffic control boxes, and overhead utility wire primary routes.
- Stormwater structures – The center of rims on catch basins and storm drain manholes will be collected. Invert elevations are a part of the scope of services.
- Sanitary sewer structures – The center of rims on sewer manholes will be collected. Pipe invert elevations are a part of the scope of services.
- Survey of up to eight (8) utility testhole locations including placement of exploration pre-marks and pickup of resulting stamped washers left by utility testhole service.

2.3 Basemap

This task includes the office processing of the collected survey data, data extraction, field book reductions, review of collected pictures, basemap drafting, and other duties required for the generation of the basemap.

For survey data, collected aerial imagery and 3D laser scanning data, sub-tasks include the imagery processing, registering of point clouds; utility mapping information incorporation; registration report review; accuracy quality review; export of resulting survey points/linework and point cloud data for use in Civil3D; mapping from point cloud data; linework and layering, and drafting of the basemaps, as required.

Specific items surveyed may have a log or spreadsheet file for items such as utility testholes and geotechnical explorations.

Incorporation of GIS utility record information provided by the design engineering team.

2.4 Right-of-Way Plans

Furtado will calculate right-of-way within the project limits based on publicly available record information and immediately accessible and available local monumentation. The resulting calculated right-of-way lines will be shown in the basemapping file. GIS parcels will be utilized for immediately adjacent parcels outside the right-of-way edge.

- Up to four (4) title reports will be reviewed for parcels agrees upon with the engineer to aid in the plotting of existing easements and calculation of associated parent parcel boundaries impacted by the project.
- Furtado and the CONSULTANT team will review up to three (3) ROW & Survey Control/Alignment sheets to address up to one (1) round of comments and prepare responses in support of the 30%, 60%, 90%, 100% & IFB packages.
- Furtado will prepare in coordination with the design team, up to four (4) temporary construction easement (TCE) legal descriptions and supporting exhibits, to include one (1) draft and one (1) final copy.

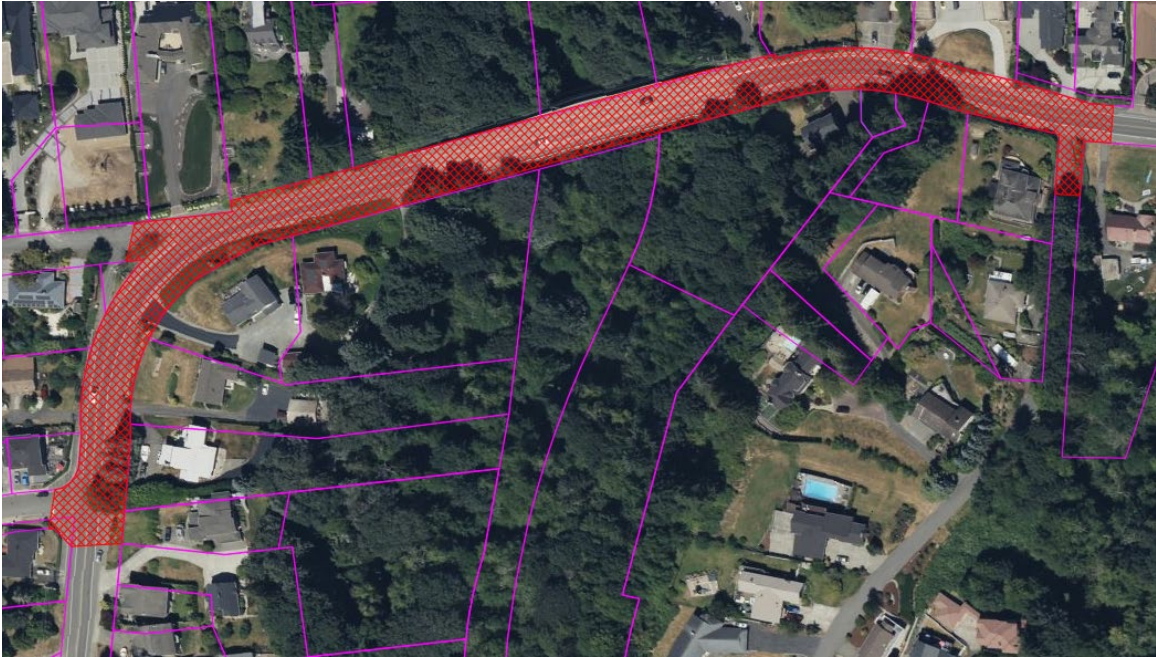
Assumptions:

1. Rights of entry (ROE) will be provided by the City of Everett for the consultant's reasonable and efficient access.
2. Traffic control, if required, will be a uniformed officer and billed as an invoiced ODC as an additional item.

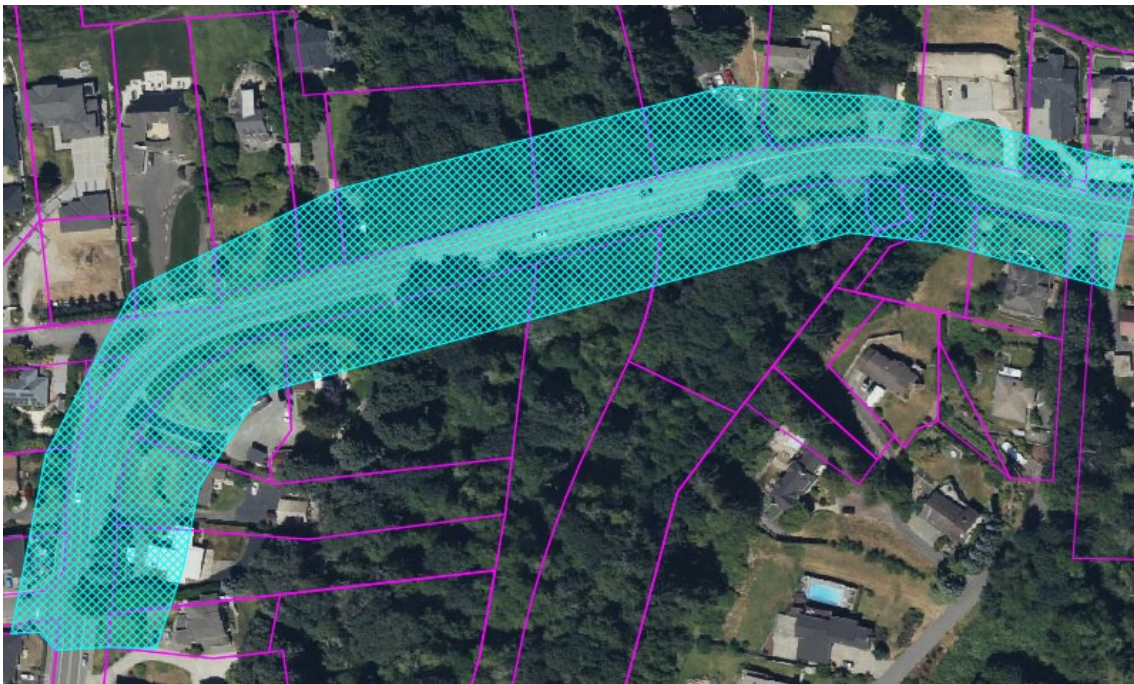
Deliverables:

1. Existing conditions 2D & 3D basemap files with surface capable of displaying a 1-foot contour interval
2. Upon request, a copy of survey field note and utility measurement sheets (PDF format)
3. Upon request, an ASCII file of survey control points established for the project

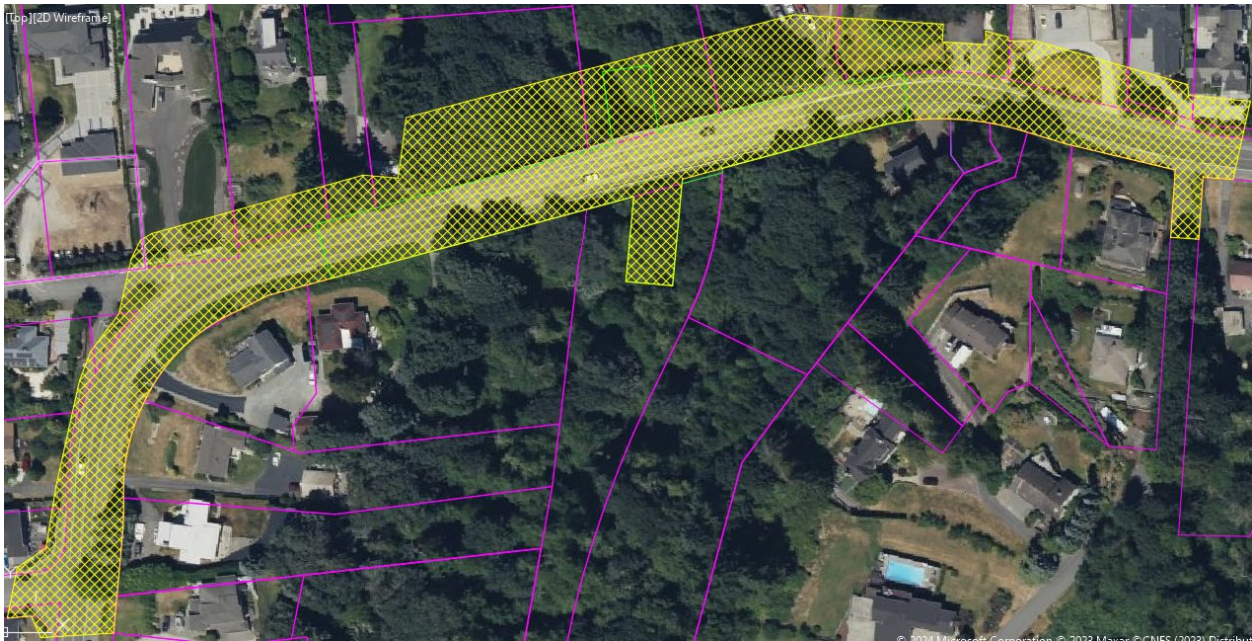
Surveying Limits Exhibits



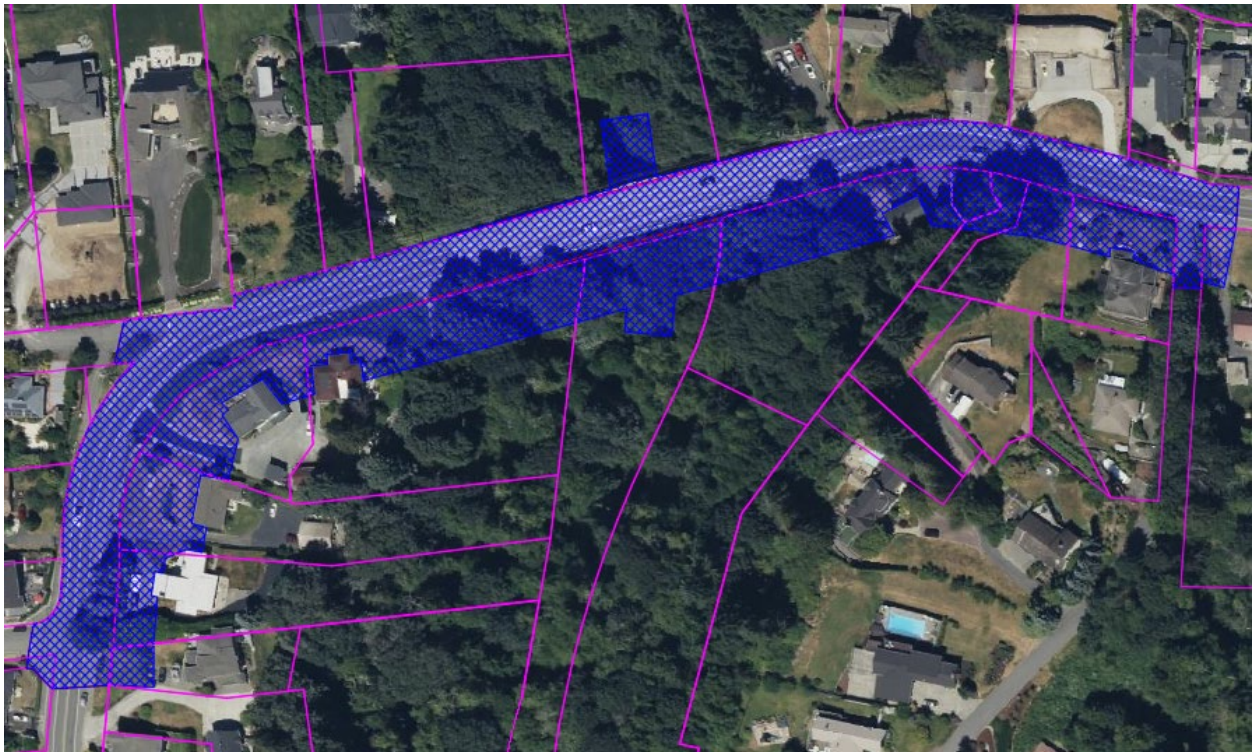
Conductible Utility Locates Extents



Aerial Image Limits



Survey Limits - North



Survey Limits - South

WORK ELEMENT 3 GEOTECHNICAL ENGINEERING:

This Work Element will be performed by HWA to provide geotechnical engineering investigations and report to support the design team. The geotechnical engineering effort will include the following activities:

3.1 Project Management

- 3.1.1 Attend Project Kickoff Meeting: HWA will attend one project kickoff meeting with the City of Everett and the design team. This meeting will review project objectives, communication protocol and schedule. HWA assumes that this meeting will take place at the City of Everett's Office.
- 3.1.2 Project Coordination Meetings: HWA will attend up to twelve (12) project coordination meetings with the design team. HWA's attendance will be used to convey the geotechnical considerations of the site to the City of Everett and the design team. The CONSULTANT assumes these meetings will take place virtually and be 1-hour in duration each.
- 3.1.3 Invoice Generation and Processing: HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project.
- 3.1.4 Geotechnical Task Management: HWA will provide geotechnical task management to all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

3.2 Review Existing Geotechnical and Foundation Information

- 3.2.1 Collect and Review Available Geotechnical Data: HWA will collect and review readily available and relevant geotechnical information within the project site. This review will include online geotechnical databases, geologic maps, and HWA library.

3.3 Field Geotechnical Explorations

- 3.3.1 Plan Field Exploration Program: HWA will plan and coordinate a 2-phase geotechnical exploration program for the project. Phase 1 will consist of conducting a series of geotechnical borings within the roadway in support of the bridge replacement. Phase 2 of the proposed field explorations will consist of conducting a reconnaissance of the ravine slopes and limited access borings along the slope adjacent to the bridge. Planning will include identification of the location of the geotechnical borings, development of traffic control plans, and coordination of required equipment and utility clearance.
- 3.3.2 Conduct Utility Locates for Geotechnical Explorations: Prior to generation of the geotechnical work plan, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Utility location marks will be used to verify proposed field exploration locations prior to development of traffic control plans.

- 3.3.3 Generate Geotechnical Work Plan Memo: HWA will prepare a Geotechnical Work Plan Memorandum describing exploration means and methods associated with both Phase 1 and Phase 2 of the exploration program. This work plan will be submitted to the design team and the City of Everett for review and approval. The work plans will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and designation of staging areas. The work plans will also be used for utility locating clearances and for permitting and right of entries that may be necessary to access the exploration locations. We assume the City of Everett or David Evans and Associates, Inc., in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA
- 3.3.4 Conduct Phase 1 Explorations (Geotechnical Borings): HWA will conduct a series of 4 geotechnical borings along the bridge alignment to support various aspects of the design. CONSULTANT proposes to drill one truck mounted geotechnical boring near each existing bridge abutment (total of 2 borings). These borings will be drilled to a depth of approximately 100 feet below ground surface near the location of the existing east and west bridge abutments. Instrumented groundwater monitoring wells will be installed within both borings to monitor and record seasonal variations in groundwater levels.

To assess the soil and groundwater conditions at the proposed interior piers, HWA proposes to advance two (2) borings through the bridge deck. At each of the two (2) over-ravine (bridge) boring locations, a nominally 12-inch diameter core will be drilled through the existing pavement and structural deck. The best location for these cores will be coordinated with the design team to account for existing utilities and structural considerations. A very small quantity of water will be used to lubricate and cool the diamond-tipped core barrel; this water will be contained and collected using a shop-vacuum. Both concrete cores will be drilled, extracted, and covered with steel plates the day before drilling is scheduled to commence.

Once the core holes are completed, the exploratory borings will be advanced using sonic drilling technique.

After each of the boreholes have reached the required target depth of 75 feet below the ground surface, the boreholes will be decommissioned using a bentonite grout slurry in accordance with Washington State Department of Ecology requirements.

Once the borings are completed, the core holes in the bridge deck will be patched with high strength concrete. We anticipate that rebar dowels will be installed in the side wall of the core holes to properly adhere the new concrete to the existing bridge deck. HWA will coordinate with David Evans and Associates, Inc. to determine the required doweling protocol for patching the pavement cores. After each core is patched, a steel plate will be placed over the core and surrounding roadway to allow the associated patch to dry.

- 3.3.5 Conduct Phase 2 Explorations (Slope Reconnaissance): HWA will conduct a two-day slope reconnaissance of the steep slopes along the ravine adjacent to the bridge. This reconnaissance will be used to identify critical slope features, obvious signs of slope instability and to map exposed soil outcroppings. Hand borings and Dynamic Cone Penetrometer (DCP) testing will be completed along the steep slopes during the reconnaissance to quantify the thickness of loose, near surface colluvial soils along the slopes. Information from the slope reconnaissance will be critical in the design of slope protection measures.

In addition to the two-day slope reconnaissance, HWA will conduct two days of drilling within the ravine with a limited access drill rig. Limited access borings will be drilled at locations of possible retaining walls or areas of observed slope instability. Limited access borings will be drilled to depths ranging from 15 to 25 feet below ground surface, or until practical refusal, whichever occurs first. No groundwater monitoring wells will be installed within the limited access borings; however, depth to groundwater at the time of drilling (if observed) will be noted.

- 3.3.6 Generate Boring logs and Assign Laboratory Testing: HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, grain-size distribution, Atterberg Limits, and direct shear testing.
- 3.3.7 Groundwater Monitoring: HWA shall install a groundwater monitoring transducer in both of the proposed monitoring wells. These transducers will be set to acquire groundwater elevation readings every half an hour for the duration of 6 months. A geologic representative from HWA shall make two site visits to download and process the groundwater data. This data will be used to provide geotechnical design recommendations and to provide prospective contractors with an accurate representation of the seasonal groundwater variations across the site.

3.4 Geo Environmental Support

- 3.4.1 Review of Existing/Readily Available Data: HWA will review environmental regulatory database records, historical documentation, and regulatory agency files (if deemed necessary) to assess sites of concern, particularly those located adjacent to the project corridor, that have the potential for hazardous materials impacts to the project. The data review will be completed per WSDOT “right-sized” Hazardous Materials Analysis report guidance. Historical information reviewed will include Sanborn Fire Insurance maps, historical aerial photos, historical topographic maps and historical city directories for the streets included in the project corridor.
- 3.4.2 Site Reconnaissance: HWA will complete a site reconnaissance from public rights-of-way or publicly accessible properties (i.e., windshield survey).

- 3.4.3 Generate Hazardous Materials Analysis Report: HWA will prepare draft and final Hazardous Materials Analysis Reports summarizing the data reviewed and assessing the potential presence of contaminants in soil, groundwater, sediment, and/or surface water in the project corridor.

3.5 Engineering Analysis

- 3.5.1 Evaluate Field and Laboratory Data: Based on the borings and the laboratory test results of selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- 3.5.2 Develop Geologic Cross-Sections: HWA will construct a geologic cross-section along the centerline of the project. This cross-section will show CONSULTANT's interpretation of soil conditions along the bridge alignment and will be provided in a geotechnical report.
- 3.5.3 Generate AASHTO seismic design parameters: Based on the soils encountered along the alignment, CONSULTANT will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO LRFD Bridge Design Specifications.
- 3.5.4 Evaluate Slope Stability: HWA will evaluate the global slope stability of the steep slopes to identify potential impacts to the project. Results of the field reconnaissance, exploration, and testing programs will be incorporated in the analysis. Global stability will be evaluated using the limit equilibrium approach under both static and seismic loading conditions.
- 3.5.5 Evaluate soils for Liquefaction and Lateral Spread Potential: HWA will evaluate the susceptibility to liquefaction of the soils along the bridge alignment for the design event required by AASHTO. Once the susceptibility to liquefaction is determined, the potential for lateral spreading will be evaluated.
- 3.5.6 Evaluate Bridge Foundation Vertical Capacity: HWA will perform analyses of foundation vertical capacities using accepted drilled shaft and/or spread footing estimation methods provided in the AASHTO LRFD Bridge Design Specifications and the Washington State Department of Transportation (WSDOT) Geotechnical Design Manual (GDM).
- 3.5.7 Evaluate Bridge Foundation Lateral Capacity: HWA will develop bridge foundation lateral parameters. The lateral parameters will be provided in the form of LPILE input parameter tables for drilled shaft foundations and equivalent fluid passive pressures for spread footings.
- 3.5.8 Generate Abutment Lateral Earth Pressures: HWA will provide lateral earth pressure recommendations for proposed abutment structures and wing walls. Earth pressure

diagrams for both static and seismic loading conditions will be generated using the procedures outlined in the WSDOT GDM.

- 3.5.9 Retaining Wall Design: HWA will provide design recommendations for retaining wall structures proposed near the abutments.
- 3.5.10 Slope Stabilization Design: HWA will provide design recommendations for slope stabilization systems along both the east and west slopes of the ravine.
- 3.5.11 Approach Pavement Design: HWA will provide pavement design recommendations for the two bridge approaches.
- 3.5.12 Specification Development: HWA will assist the design team in the development of geotechnical related specifications. HWA expects that this will include slope stabilization, retaining wall, and foundation specification assistance.
- 3.5.13 CONSULTANT QA/QC: HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the City of Everett.

3.6 Draft Geotechnical Report

- 3.6.1 Prepare Draft Geotechnical Engineering Report: HWA will prepare a draft geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

3.7 Final Geotechnical Report

- 3.7.1 Prepare a Final Geotechnical Engineering Report: HWA will finalize the geotechnical report once review comments from the design team and the City of Everett are received.

3.8 Geotechnical PS&E Coordination and Support

- 3.8.1 Miscellaneous Geotechnical Assistance: HWA will provide up to 40 hours of miscellaneous geotechnical assistance during the PS&E process.

Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, handling, and disposal of potentially contaminated soil and ground water (either sampled 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.

- All Phase 1 non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- All Phase 2 drilling spoils and related debris will be discreetly spread across the slope.
- All patching of cores through the roadway will be done with rapid set cement. No 2' by 2' hot mix asphalt patching will be required.
- HWA assumes that they will attend 12 project coordination meetings in addition to the kickoff meeting.
- All field explorations will be conducted between the hours of 9AM and 3PM. HWA assumes that establishment of traffic control will also abide by these hours.
- No Phase 1 or Phase 2 Environmental Site Assessment will be completed by HWA.
- All required rights of entry will be provided by the City of Everett at no cost to HWA.
- The borehole locations will be surveyed by others.
- No stormwater infiltration testing will be conducted as part of this project.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at an interval of 2.5 feet to a depth of 25 feet. Samples will be taken at 5-foot intervals below a depth of 25 feet.
- The two wells installed as part of this investigation will be maintained throughout design and decommissioned by the contractor during construction.
- Groundwater monitoring will be completed over a period of 6 months.

Deliverables:

- Exploration Plan
- Draft Geotechnical Report
- Final Geotechnical Report
- Draft and Final Hazardous Materials Report
- Geotechnical addenda as necessary to support PS&E activities

WORK ELEMENT 4 ENVIRONMENTAL PERMITTING:

This Work Element is performed by Perteet to provide environmental permitting documentation for the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. Perteet assumes WSDOT will be the lead coordinator for NEPA. For the purposes of this Scope of Services, Perteet assumes that this project can be authorized under a NEPA Categorical Exclusion (CE) and environmental documentation produced under this scope of work will be based on a single preferred alternative with a closure/detour option to be selected prior to PSE preparation and after outreach is conducted by others. Necessary work elements associated with preparation of NEPA and SEPA documentation and coordination are assumed as follows:

4.1 Environmental Evaluation, Delineation Field Work, and Summary Data Gathering

Early in the project and prior to 30% design the Perteet will gather relevant and available resource information about the natural and built environmental context of the project action. Perteet will conduct a desktop internet document review to identify known and documented environmentally sensitive areas (e.g. wetlands, streams, geologic hazards, and mapped Ecology facilities and hazmat sites). This desktop review will also include identifying other known/mapped features of potential concern including public properties/parks, historic and/or cultural resources, disadvantaged populations, and ecological/natural resources risks. Work conducted under this task will be based on internet research and review of existing documentation on the PROJECT area and vicinity.

Merrill & Ring Creek is known to occur at the project location. Wetland areas need to be confirmed for absence or presence in and near work areas under and adjacent to the bridge. Field work will be conducted by Perteet's environmental scientist(s) to delineate the stream and any wetlands and to observe the site for characterization. Site access will need to be verified. The Ordinary High Water Mark (OHWM) of Merrill & Ring Creek will be flagged in the field in the context of the project on public property (or as right of entry is secured by others on adjacent private property). Delineation flags will be located by survey pick-up along with up to two (2) flagged-boundary wetland units, if found. The survey of located delineation flags will be used for project related maps and information to identify critical areas for avoidance of impacts. Field findings of the reconnaissance will be described in NEPA documents to the level relevant to define the environmental context for NEPA review. A critical areas technical memo will be produced by the consultant to document the methods and findings of delineation efforts, as scoped under Task 4.4.

Perteet will also identify necessary environmental documentation materials as part of the background information review and site reconnaissance that may be needed to develop and meet the requirements of the State Environmental Policy Act (SEPA). No actual permit or regulatory

documentation (NEPA and SEPA documentation) will be developed under this task. Information gathered under this task will be placed in CONSULTANT files and used in the work items related to document production subtasks.

Assumptions:

- The City shall coordinate access improvements for the CONSULTANT and provide rights of entry as needed to access Merrill & Ring Creek for delineation.
- The area beneath the existing bridge is not known to be directly accessible without specialized equipment or other means. Climbing equipment and specialized climbing operations for difficult delineation access are not provided by Perteet. CONSULTANT will discuss with City what equipment, improvements, or alternative access routes may be feasible with City assistance for safe access for Perteet staff to complete field assessments.
- Field activities are assumed to involve up to 2 consultant staff for up to 3 days in field plus office time for data assembly and to summarize findings.

Deliverables:

- Technical Memorandum describing the findings of field investigations and the documentation required for completing a SEPA/NEPA review with City and WSDOT.

4.2 NEPA/SEPA Documentation

The PROJECT is assumed to qualify for Categorical Exclusion (CE) under WSDOT NEPA review and is assumed to qualify for SEPA MDNS under Everett local jurisdiction. For this task, Perteet will draft and complete a Preliminary and Final NEPA CE Form with Endangered Species Act (ESA) Checklist, prepare an Area of Potential Effect Cultural Resources Assessment with Historic Structures Screening, an Environmental Justice Technical Memo, a Critical Areas Technical Memo, and 4(f) documents. A draft and final SEPA Checklist will also be prepared using the NEPA information after it is completed. Perteet will assist the City to coordinate with the WSDOT staff for review and approval signatures on the CE Form and as may be needed for SEPA.

Assumptions:

- An early coordination virtual meeting will be scheduled with WSDOT Local Programs at or before the preliminary 30% design phase. Meeting facilitation will be provided by Perteet to review the project with WSDOT for reconfirmation of NEPA documentation levels and to discuss the preferred design and detour alternative before NEPA documentation is produced.
- The initial preliminary NEPA document submittal typically occurs shortly after the 60% design is submittal with a final submittal for signature near the 90% design completion level.

- No City preapplication meetings will be scheduled or conducted by the CONSULTANT. SEPA submittal and feedback with Everett will be assumed to be handled by City staff along with clarification of any local City of Everett permit needs.
- Perteet may provide information to the City for the City to complete any required local land use development permit applications required for the PROJECT and with available information to the CONSULTANT under other scope items.
- City staff will be responsible for local City of Everett permit submittals and obtaining City permits and reviews related to any required development permit applications including administrative review, grading, site plan review, right-of-way use, and other related permits as required.
- Perteet preparation of a draft and final SEPA checklist is budgeted under this task.
- Federal funding will require compliance with WSDOT NEPA. A NEPA CE is assumed to be the appropriate level of NEPA determination. A Preliminary and Final NEPA CE Documentation Form will be completed by Perteet for City submittal to WSDOT.
- Under NEPA, the PROJECT will require Section 106 review under the National Historic Preservation Act according to Appendix J, Exhibit B of the October 2018 version of the WSDOT CE Guidebook (A-6). A Cultural Resources APE Memo and a Cultural Resources Survey inclusive of existing bridge documentation will be prepared by Perteet for WSDOT review and coordination. The bridge is assumed to require architectural historical review due to the construction type and will be confirmed. An architectural historical review of the bridge structure is assessment and budgeted to be conducted by a subconsultant under this task.
- Endangered Species Act compliance is assumed demonstrated as “No Effect” through use of: 1) the WSDOT NEPA CE form checklist, through 4(d) maintenance program provisions; 2) through avoidance of any direct in-water work or any direct wetland impacts; and 3) through avoidance of other impacts that may trigger Federal Formal ESA Consultation. A Biological Assessment for Formal Section 7 ESA Consultation is therefore not assumed or known to be needed at this time. Avoidance of impacts to wetlands or Merrill & Ring Creek and avoiding triggers for Formal ESA consultation is a primary project objective. If future impacts to wetlands, stream, or other features become known and unavoidable during the design project, a supplemental scope, fee, and project delivery schedule will be necessary to consider ESA Consultation and other permits. These or other ESA triggers may require Formal ESA Consultation – which can take a year or more to complete with more extensive documentation.
- An Environmental Justice screening will be conducted and avoidance of adverse EJ effects is assumed to be demonstrated as “no impact to protected populations” through use of the WSDOT CE form and a provided EJ Technical Memo, and as related to outreach efforts to be coordinated and provided by others. Two sources of demographic data (per WSDOT requirements) will be compiled in a technical memo by Perteet to demonstrate no disproportionate impacts will occur to protected populations in the

project area and vicinity. If disproportionate impacts are known or probable, or if supplemental outreach coordination is required by WSDOT related to EJ review, a supplemental scope and fee will be prepared for City consideration and authorization at the time any supplemental requirements are known in the future that are otherwise unforeseeable at the time of this scope preparation.

- A Critical Areas Technical Memo will be provided for NEPA and SEPA documentation that will describe natural environment conditions for the bridge site associated with Merrill & Ring Creek along with the project action and to consider the avoidance of any direct impacts to wetlands or stream and the methods and findings of the delineation work. The site has not been accessed and no wetlands are known to occur in the work areas at the time of scope preparation. A detailed site reconnaissance must be conducted and all potential work areas must be confirmed. However, for the purpose of this scope, no direct in-water or instream work in Merrill & Ring Creek or wetland work or impacts is assumed to occur. Delineation field work and the project action will be limited to occur on City owned property and/or right-of-entry will have been approved by others prior to initiating any Perteet field work in Task 4.1 and no subsequent delineation efforts are assumed in this task. Temporary project-related vegetation disturbance impacts to the riparian buffer of Merrill-Ring Creek are assumed and will be described and addressed with a vegetation restoration plan in Task 4.3. If wetland areas are discovered, and unavoidable wetland impacts are necessary, Perteet will make the City aware of this finding early in the project schedule and a supplemental scope and fee will be prepared for City consideration and authorization to address any additional documentation and related permit processes and timeframes if determined to be necessary.
- An Environmental Justice (EJ) Screening and Technical Memo will be provided by Perteet for NEPA documentation for project location and for a selected detour option.
- A Hazardous Materials Technical Memo will be provided by the CONSULTANT to identify and describe work location and any identified hazardous materials risks based on WSDOT hazmat screening requirements. A full Phase One Environmental Site Assessment or other hazmat investigations or cleanup actions are not assumed under this task.
- Perteet will coordinate with the City follow-up to WSDOT LPE approximately every 2-3 weeks after NEPA submittals to facilitate reviews. It is assumed the City will prepare information to submit the Preliminary CE form to WSDOT at or near the completion date of the 30% PSE and the Final CE form will be submitted to WSDOT at or after 60% PS&E submittal.
- No additional federal or state permits or approvals or related documentation are scoped or known to be required.
- A 4(f) assessment, noise assessment, air assessment, or visual assessment, or other special studies are not assumed to be required at this time and are not included in this scope or fee.

Deliverables:

- Preliminary NEPA CE Form and technical memos for; Cultural Resources; Bridge Architectural History; Environmental Justice; and Hazmat Screening provided in Word or PDF format provided at or near 60% PSE submittal date for WSDOT submittal by City.
- Review draft and final Critical Areas Technical Memo in PDF format provided at or near 60% PSE submittal for use in SEPA documentation and HPA.
- SEPA Checklist in PDF format provided at or near 60% PSE submittal.
- Final NEPA CE Form prepared for City of Everett signature and WSDOT submittal provided by Pertteet at or after 60% PS&E submittal.

4.3 Prepare JARPA Form for HPA and Facilitate WDFW HPA Submittal and Review:

Pertteet will prepare a Joint Aquatic Resources Permit Application (JARPA) and will provide electronic HPA submittal with the Critical Areas Memo and selected PSE drawings for HPA permit review, assumed to occur post SEPA issuance and at or near the 90% PSE phase.

Assumptions:

- A SEPA Determination will be noticed/processed/obtained by the City prior to the HPA JARPA submittal.
- HPA JARPA submittal with project drawings prepared under other tasks is assumed to be necessary due to work over Merrill & Ring Creek for the bridge replacement and no in-water work in the creek is assumed to occur.
- HPA will be the only purpose of the JARPA application for work above (over) a stream.
- A supplemental scope of work to this agreement may be needed if any additional mitigation, design, or other documentation is required by WDFW (or other parties) other than containment measures for bridge demolition/construction, buffer vegetation restoration, or other readily available information provided under this scope of work.
- A site recon meeting with WDFW is assumed and no additional meetings are assumed for HPA review. Periodic email check-ins with the City and WDFW will be provided by email or virtual means by the CONSULTANT for approximately 4 weeks after the JARPA submittal to facilitate HPA review, assuming no more than a few hours per week of maximum City coordination assistance during this time.

Deliverables:

- Pertteet correspondence via phone and/or email.
- Draft and final documents provided to the City by email to comprise the electronic HPA submittal package to be submitted to WDFW by email. This will include the Critical Area Memo (prepared under separate task item), SEPA determination (provided by City), JARPA form (as described herein), and selected design drawings and available information to illustrate and describe the project for HPA review.

4.4 NPDES Construction Stormwater General Permit (CSGP)

It is unknown if construction of the PROJECT may require an acre or more of cumulative land disturbance triggering CSGP Notice of Intent (NOI) submittal. However, submitting for permit coverage is advised since work will occur over Merrill & Ring Creek and permit coverage could be required by ecology due to potential water quality risks to the stream. If no permit is obtained prior to construction, Ecology could require coverage during construction and cause construction delays.

Assumptions:

- Perteet will prepare and submit a NOI electronically after issuance of SEPA exemption or SEPA determination.
- The City will be provided with applicant forms after submittal and will need to sign and return forms to Ecology and publish the required public notices.
- Permit coverage will be transferred to the Operator (Contractor) after bid award and before construction. All permit fees will be paid by permittee and transfer of coverage will be included in the project manual.
- The Stormwater Pollution Protection Plan (SWPPP) will be indicated to be provided by Contractor in specifications and permit compliance will be addressed by Contractor.

Deliverables:

- Draft and final NOI submitted electronically by Perteet.
- Specification language for Contractor compliance and permittee responsibility.

WORK ELEMENT 5 BRIDGE AESTHETICS

This Work Element is performed by HBB Landscape Architecture to provide Bridge Aesthetics design. The following outlines the tasks associated with this work:

5.1 Project Management

- a. Contract administration, invoicing, and schedule updates.

5.2 Concept Design for Urban Design Elements

- b. Review engineering work, site constraints, existing City policies and activities relevant to the project. Assist as requested regarding street configuration and relationship to adjacent properties. Meet with Staff and Consultant Team to discuss opportunities, constraints and ideas. Follow-up with selected Staff and team members as needed.
- c. Generally, follow the Aesthetics provided for the Edgewater Bridge to create an overall consistency in the Bridge Aesthetics while allowing some variation for community input and neighborhood-specific context.
- d. Assist EnviroIssues with public open house. (Event time only)
- e. Review results of the open house with the Staff/CONSULTANT team.
- f. Prepare 30% design level quantity estimate and opinion of cost estimate.

5.3 60% Design for Urban Design Elements

Prepare 60% Design for Urban Design Elements. Working with City staff and the design team, perform the following tasks:

- a. Review with engineering team and staff. (one meeting)
- b. Prepare 60% design level drawings and update quantity estimate and opinion of cost estimate.
- c. Prepare 60% design level specifications.

5.4 90% Design for Urban Design Elements

Prepare 90% documents for urban elements. Working with City staff and the design team, perform the following tasks:

- a. Refine design alternatives as developed in the 60% submittal phase to the 90% level.
- b. Review 90% work with City/engineering team. (one meeting)
- c. Prepare 90% design level drawings and update quantity estimate and opinion of cost estimate.
- d. Prepare 90% design-level specifications.

5.5 100% & Ad-Ready Design for Urban Design Elements

Prepare 100% and Ad-Ready documents for urban elements. Working with City staff and the design team, perform the following tasks:

- a. Refine design alternatives as developed in the 90% submittal phase to the 100% level.

- b. Review 100% work with City/engineering team. (one meeting)
- c. Prepare 100% and Ad-Ready design level drawings and update quantity estimate and opinion of cost estimate.
- d. Prepare 100% and Ad-Ready design level specifications.

5.6 Outreach Graphics

Prepare graphic materials to support the community outreach process. Perform the following tasks:

- a. Prepare color-rendered plan, up to three (3) sections, and up to (2) perspective sketches at conceptual design phase. Revise outreach graphics up to two (2) times per each deliverable based on comments received.
- b. Meet with the City to review outreach goals, graphic style, and format prior to beginning renderings, in addition to one review meeting per outreach graphic deliverable. Meetings will be virtual, 1-hour duration.
- c. Coordinate with engineering team for bridge and roadway design elements to incorporate into the graphic renderings.
- d. Revise / update the renderings at 60% and 90% submittals based on design refinement and comments received.
- e. Coordinate with outreach team for format and delivery of outreach materials to be integrated into final outreach presentations.

5.7 Restoration Drawings

A landscape restoration plan of the stream buffer and any disturbed adjacent areas will be provided to remove construction-related temporary surfacing and other BMPs and restore soil/mulch and native vegetation areas that are assumed to be disturbed by the project. Drawings will be prepared for and included in the 60%, 90%, 100% and Ad-Ready construction documents along with an opinion of construction cost. Specifications will be prepared for the 90%, 100% and Ad-Ready submittals. Irrigation for plant establishment is assumed to be addressed through bidder design of temporary irrigation system.

Assumptions:

- f. The restoration drawings will address restoration of pre-project vegetation and soil conditions with available construction materials based on standard landscape construction practices and will include information for seeding/mulching and native plant vegetation restoration. They will include hatch areas only with a plant palette and typical plan layout for each hatch area.
- g. Tree removal and mitigation calculations will be included.
- h. Buffer vegetation impact is assumed. No work or impacts in the stream or any wetlands are assumed at this time. If work in stream or wetlands occur, a scope and budget supplement will be needed to address additional permits, schedule duration, and mitigation.

- i. Restoration drawings may be appended in the Critical Areas documentation to indicate restoration of temporary stream buffer impacts.
- j. Restoration plans will include 4 plan sheets, 1 schedule sheet, and 2-3 detail sheets; up to 8 sheets total.
- k. Arborist services are included as an allowance only at this time.
- l. Outreach graphics for landscape improvements are included under Work Element 5.

Deliverables:

- m. Written responses to comments
- n. 60%, 90%, 100% and Ad-Ready Planting Restoration Plans (half-size [11"x17"], PDF)
- o. 60%, 90%, 100% and Ad-Ready Planting Restoration Schedule & Details (half-size [11"x17"], PDF)
- p. 60%, 90%, 100% and Ad-Ready opinion of cost summary (Excel)
- q. 90%, 100% and Ad-Ready specifications (run-list and individual specifications files, Word)
- r.

Assumptions:

- Bridge aesthetics include bridge railing, guardrail column and light fixture base treatment, wall treatments (if visible to the public), paving finish, and potential overlook treatment. Bridge aesthetics will generally follow Edgewater Bridge concepts.
- No gateway feature design is assumed.
- Bridge aesthetics will be limited to architectural configuration and finish only; all reinforcing, attachments, and engineering design will be by civil and structural engineering.
- The City and EnviroIssues will organize the open house, publicize, and arrange the meetings and presentations. David Evans and Associates, Inc. will assist in conducting the sessions.
- The budget assumes 9 meetings or conferences with the engineering/City team and one public event (open house). Meetings will be 1-hour duration, half in-person and half virtual.
- Urban Design plans will include 4 plan sheets, 1 schedule sheet, and 6-10 detail sheets; up to 15 sheets total.
- All outreach graphics will be provided digitally in JPEG or PDF format. Hard copy and large-format printing, if needed, and integration of outreach graphics created under this task into presentation format (PowerPoint, PDF, and/or large-board formats) is included in Task 10 Community Outreach below by outreach consultant.

Deliverables:

- 30% Documents of urban design (Aesthetic) elements in digital format (AutoCAD and PDF) as provided by the engineering team.
- 60% Documents (plans, specifications and estimates) of urban design (Aesthetic) elements in digital format (AutoCAD) as provided by the engineering team.
- 90% Documents of urban design (Aesthetic) elements in digital format (AutoCAD) as provided by the engineering team.
- 100% and Ad-Ready Documents of urban design (Aesthetic) elements in digital format (AutoCAD) as provided by the engineering team.
- Conceptual (30%) Outreach Graphics (JPEG or PDF).
- 60% Outreach Graphics (JPEG or PDF).
- 90% Outreach Graphics (JPEG or PDF).

WORK ELEMENT 6 UTILITY COORDINATION

Perteet will assist the City in managing the utility coordination process for the project, which will include providing utility franchises (Snohomish County Public Utility District #1 [SnoPUD] power, Puget Sound Energy [PSE] gas, Comcast, and Ziply) and City owned utilities (water and sewer) with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. Perteet will coordinate and manage the potholing efforts through the design phase. Perteet will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

Perteet will perform the utility impact assessment and coordinate on work elements as described below:

6.1 Utility Coordination

Perteet will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to allow for each to be included under the City's project permits and environmental documents.

Services provided by Perteet under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquiring and reviewing record drawings of existing utilities within the project limits. Perteet will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by Perteet with each utility and Furtado, and changes to the basemap will be done by Furtado.
- Coordinating and attending up to three (3) virtual meetings with the group of the franchise utilities (after 30%, 60%, and 90%) and up to three (3) separate virtual meetings with specific utilities as needed (assume total of six [6] meetings). Perteet will prepare meeting agendas and notes.
- Preparing a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs. This includes documentation of which facilities will be relocated prior to, or during, construction.
- Providing the utility owners with electronic (PDF) copies of the 30%, 60%, 90%, 100%, and Ad-Ready plan sheets, as well as potential conflict locations.

It is assumed that the following utility franchises exist within the vicinity of the Merrill and Ring Bridge Replacement. These include:

- Power (SnoPUD)
- Cable, Communications, and Fiber Optics (Comcast and Ziply)
- Gas Distribution (PSE)
- Water (City of Everett)
- Sanitary Sewer (City of Everett)

- Stormwater (City of Everett)

Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the Stormwater subtask (11.1).

Assumptions:

- The City will distribute internally the plans sets for City owned utilities for review.
- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is not included in this Scope of Services but could be provided as an additional service, to be performed under a Supplement to this Agreement.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- City will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise-owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility conflict and relocation spreadsheet – updated with potholing results (PDF)
- Agendas and meeting notes (assume six [6] meetings total)
- Separate half-size utility plan sheets with conflicts noted (with 60% and 90% submittals; PDF)
- Half-size 30%, 60%, 90%, 100%, and Ad-Ready PS&E plan sets sent to applicable utility franchises (PDF)
- CAD files for franchise use in preparing relocation design (at 60%, 90%, and 100%)

6.2 Pothole Exploration

Perteet will coordinate with the applicable utility franchises to perform potholing explorations during the 60% and 90% PS&E design phases. It is assumed that each utility franchise has an Agreement with the City and will use a utility locate service or its own forces for potholing of their own facilities.

Services provided by Perteet under this subtask will include:

- Identifying potential utility conflicts and pothole locations based on the 60% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor) and 90% plans.

- Managing pothole program on behalf of franchise utilities and City. Perteet will identify potholing needs, on the utility conflicts spreadsheet, and by preparing an exhibit of potholing locations. Prepare and maintain the utility coordination log, utility conflict and potholing plans, utility conflict and resolution matrix, and distribution of potholing results to utilities.
- Utilizing a utility potholing service for those locations that will not be provided by a franchise utility. This Scope of Services assumes up to 8 pothole locations.

Assumptions:

- Utility potholing will be provided by a utility locate service under this contract.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility information updated according to pothole results at the 60% and 90% design phases
- Pothole location exhibits and results log

6.3 Relocation Coordination and Utility Space Plan

Perteet will coordinate with the franchise utilities regarding franchise utility design and proposed utility locations, and provide the following services:

- Coordinating with the franchise utility owner to relocate facilities (facility relocates provided by franchise utility owner), helping identify potential locations for franchise utilities to relocate to. Perteet will review the franchise utilities design and plans in an effort to confirm there will be no conflict with other facilities and the City's proposed project work.
- Prepare Utility Space Plans: Perteet will prepare utility space plans and typical sections that will be the result of the coordination with the franchise utilities and City utilities and will show proposed and existing utility locations. The purpose of these Plans will be to provide potential locations for relocated utilities and to confirm with franchise utilities acceptable locations for relocated facilities and to be used as a communication tool. These will **NOT** be construction Plans for the City or the franchise utilities. Proposed franchise utilities, as designed by the franchise utilities, will be shown by reference in the PS&E documents described in other tasks. Relocation of the City's water main, including design and PS&E, will be completed as detailed under Task 11.3.

Assumptions:

- The redesign and/or relocation of franchise-owned utilities Plans for construction will not be performed by Perteet, and relocation Plans prepared by the franchise utility will not be

included in this project. It is assumed that franchise utilities will be responsible to design in detail and prepare Plans for relocation construction and construction for those facilities will occur under a separate construction contract(s). These services would be considered additional services by Perteet and can be included as a supplement to this Scope of Services.

- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Up to two (2) versions of the Utility Space Plans and typical sections, following the potholing during the 60% and 90% design phases

WORK ELEMENT 7 CONSTRUCTABILITY REVIEW, CONSTRUCTION SCHEDULE, AND ESTIMATION

This work element is performed by Ott-Sakai & Associates (OS), to provide constructability review, construction schedule, and construction estimation services.

The work element includes the following activities:

7.1 Constructability review

OS will provide constructability review of the design team's prepared Plans, Estimate, and Specification (PS&E) package at the TS&L, 30%, 60%, & 90% design levels.

7.2 Construction CPM Schedule

OS will prepare Construction Schedule at 60% and 100% PS&E design levels.

7.3 Construction Estimation

OS will provide construction estimation cost of the design team's prepared PS&E package at 60%, 90% and 100% levels.

Assumptions:

Deliverables:

- Constructability Review comments for PS&E packages at TS&L, 30%, 60%, & 90% design levels.
- Construction schedule at 60% and 100% levels.
- Construction estimation for PS&E packages at 60%, 90%, & 100% design levels.

WORK ELEMENT 8 - TRAFFIC CONTROL:

This work element is performed by Kimley Horn (KH) to provide detour and traffic control plans for the Contractor's use in constructing the proposed bridge, and roadway improvements under both partial and full closure scenarios.

KH will complete traffic analysis showing up to 4 alternative diversion route time specific travel time difference of full closure plan compared to partial closure and no closure options using standard synchro analysis of key intersection delay and standard travel speed. The alternative route times to be discussed with the City (i.e. weekday AM eastbound westbound and PM peak (i.e. AM school peak or Boeing AM peak or school PM peak or Boeing PM peak or standard Computer Peak or off peak)

Collect data to identify what percentage of the traffic crossing the bridge during standard computer peak is local traffic destined between Mukilteo Lane and Glenwood Blvd and how much is more regional cut through traffic from SR-525 to Glenwood. Number plate/Bluetooth/Streetlight data may be used for this purpose depending on City input. For this proposal, up to \$15,000 in origin destination specialized data collection is assumed. Additionally, data from when the Edgewater Creek Bridge is closed will be utilized to evaluate the alternative route impacts.

KH will attend up to a total of four (4) City/WSDOT/Mukilteo/council meeting (s) to discuss travel routes/detour option impacts

Attend a total of 8 team meetings to discuss what type and duration of closures are needed for which phase of the bridge reconstruction

Attend up to 2 neighborhood meetings to present and discuss closure plans.

The exact limits of the traffic control will be determined jointly between the CITY and the CONSULTANT and are dependent on full closure or partial closure. The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans.

Assumptions:

Deliverables:

- Alternative route delay comparisons
- Origin destination results for cut through verses local traffic
- Traffic Control PS&E packages at 30%, 60%, 90%, and 100% design levels.

WORK ELEMENT 9 ILLUMINATION AND SIGNAGE

This work element is performed by David Evans and Associates, Inc., to provide illumination, and permanent signage design services.

Based on the City's selected alternative, David Evans and Associates, Inc. will provide design services associated with illumination, and permanent signing design. The illumination design is intended for the Bridge and its immediate approaches.

David Evans and Associates, Inc. team will prepare 30%, 60%, 90%, 100% and Ad-ready plans, specifications, and engineering cost estimates.

This work element includes the following tasks:

9.1 Illumination

The design team will discuss guidelines and criteria with the City. The team will develop a design basis report outlining the lighting design approach, design criteria, target luminance and luminance levels, power densities, wiring schematics, sources (discuss with the PUD service types and locations), color temperature and control intent.

Following the input from the City, the lighting engineer will develop illumination PS&E, lighting schedules and provide required fixture catalog cuts.

9.2 Permanent Signing

The design team will prepare final permanent signing sheets to reflect the final signing conditions when the project is completed. This effort will include an inventory of existing signs, upgrading sign messages as necessary, preparation of signing plans, sign specification sheets, and sign details for non-standard signs. The final signing plans will include signs for motorists, bicycles, and pedestrians.

Assumptions:

Deliverables:

- Illumination PS&E at 30%, 60%, 90%, & 100% and Ad-ready design levels.
- Permanent Signing PS&E at 30%, 60%, 90%, 100% and Ad-ready design levels.

WORK ELEMENT 10 COMMUNITY OUTREACH

This work element is performed by EnviroIssues to provide Community Outreach services. Work will be conducted in three phases: Phase 1 – Early engagement and coordination, Phase 2 – Technical options and tradeoffs and Phase 3 – Preferred solution.

Phase 1: Early engagement and coordination (at project initiation)

During Phase 1, EnviroIssues will review information on previous outreach efforts made for the Edgewater Bridge to continue providing consistent outreach and engagement activities or touchpoints. EnviroIssues will focus on building relationships with key stakeholders starting with the stakeholder list used for the Edgewater Bridge project, identify which local avenues the City has used or is using for project communications and develop a plan for outreach. EnviroIssues will also develop initial project messaging and materials. Outreach will include follow ups with key stakeholders and community organizations to continue gathering feedback about the project, potential solutions, decision criteria and tradeoffs and outreach approach.

Phase 2: Technical options and tradeoffs (with draft TS&L/pre 30% design)

During Phase 2, EnviroIssues will focus outreach efforts to inform the public of the technical options, potential tradeoffs and impacts, and decision criteria to identify a preferred solution. Outreach will include an online engagement website, an in-person public event and broad public notification.

Phase 3: Preferred solution (pre 60% design)

During Phase 3, EnviroIssues will reach back out to the broader public to share details about the preferred solution, associated impacts and potential detour routes. Outreach will include stakeholder emails and an engagement website update, and an in-person public event..

Phase 4: Pre-Construction

During Phase 4, Consultant will develop a communications plan that will outline how project information will be shared between the construction management team, designer, City and other stakeholders. EnviroIssues will assist the City with preconstruction “meet the contractor” open house, where local residents and businesses can ask the project team about anticipated impacts.

10.1 Project Management

Contract administration, team meetings, invoicing, and schedule updates.

10.2 Community outreach plan

EnviroIssues will develop a community outreach plan that defines the City’s process for working with and engaging key stakeholders and the broader community in the technical options, potential impacts and tradeoffs, as well as the preferred solution, for the Merrill and Ring Bridge Replacement project. The plan will include community engagement goals, affected stakeholders

and organizations, preliminary key messages, and an engagement timeline. EnviroIssues will also utilize the demographic research completed by the environmental team (see Work Element 4) and previous outreach efforts for the Edgewater Bridge Replacement project to inform strategies for engaging historically underrepresented and limited-English speaking populations.

10.3 Stakeholder engagement

Based on information gathered for the Edgewater Bridge Replacement project, EnviroIssues will support the City in using already identified communication methods for how the community would like to stay informed and engaged during the project, including pre-construction and construction phases. EnviroIssues will support the City in initiating communication with key stakeholders on the M&R Bridge Replacement project and timeframe.

Identified key stakeholders include:

- School Districts: Everett and Mukilteo and local schools/PTAs
- Neighborhoods: Everett and Mukilteo, including Boulevard Bluffs and Harborview-Seahurst-Glenhaven,
- Chambers of Commerce: Everett and Mukilteo
- Boeing
- Paine Field/Propeller Airports
- Community-based organizations that serve historically underrepresented populations and/or limited-English speaking populations
- City of Everett Parks Department

Additional key stakeholders that the City and/or technical team will coordinate with include:

- City leadership and staff/subject matter experts
- Area Tribes
- Partner agencies, including Washington State Ferries, Everett Transit and Community Transit
- Emergency service providers, including Everett and Mukilteo fire and police
- Local utility providers (see Work Element 6)

10.4 In-person public events

EnviroIssues and Consultant will support the City to host an in-person public event during Phase 2 and Phase 3 to share information about the project. EnviroIssues will develop a meeting plan, materials (i.e. comment form, sign-in sheets, handouts, and display boards) and agendas for each public meeting. EnviroIssues will also set-up, staff, and facilitate all public meetings. Support will also include scheduling, leading meeting logistics, determining room layout, providing event equipment and supplies, and documenting input received.

EnviroIssues will also collaborate with the City to provide interpretation services and childcare, as requested, provide refreshments and host in-person events in venues accessible by transit, in order to increase participation of historically underrepresented populations identified in the project area.

10.5 Online engagement

EnviroIssues will develop an online public engagement site to share the same content that will be displayed at the in-person public event in Phase 2. EnviroIssues will also update the online engagement site one (1) time to share the preferred solution during Phase 3 (NOTE: The second online engagement site will not accompany an in-person event).

The engagement site includes use of a custom sub-domain website that will be seamlessly linked from the City's website, have a project-specific customized layout, station tabs to match in-person meeting station materials, fully responsive design (i.e. for smart phones, tablets, etc.), integration with Google Translate and social share, and a full report of comments submitted. All content developed for the public meetings will be used to populate the online open house, minimizing independent content development effort needed to specifically support the online open house.

10.6 Outreach materials

EnviroIssues will develop a project look-and-feel, including branding (standards for project material color, font, etc.) and document templates, utilizing any City-established guidelines as a starting point where they are available.

EnviroIssues and Consultant team will develop content for the City's project website to provide details about the project including a schedule and engagement timeline. Consultant will collaborate with the City to post website content for Phase 1 and 2, and one update for Phase 3 to share the preferred solution. EnviroIssues will develop up to three (3) newsflash content.

EnviroIssues will develop content and graphics for project fact sheet, to provide an overview of the project during Phase 1 and 2 outreaches. The fact sheet will be updated for Phase 3 outreach. EnviroIssues will also collaborate with the City to provide needed materials translation/transcreation.

EnviroIssues will develop an overview presentation to be used during Phase 2 for the in-person public event.

EnviroIssues will develop notifications for the project, including:

- Content and graphics for a postcard to notify the local community about the project and upcoming Phase 2 in-person events and online engagement opportunities.

- Content and graphics for up to two (2) different sized display ads during Phase 2 outreach.
- Content and graphics for up to one (1) large banner for the Phase 2 in-person public event and to publicize the online engagement site.
- Content and graphics for up to ten (10) display boards for the Phase 2 in-person public event.
- Content for up to three (3) email updates for the City to share with interested stakeholders.
- Content and images for up to two (2) rounds of social media content for Phase 2 and Phase 3 outreach.

Content and images for up to one (1) utility mailer to promote the in-person public event and corresponding online open house.

10.7 Outreach summary

EnviroIssues will prepare an outreach summary report for each project phase (3 reports), including what we heard from stakeholders and the community, outreach approach and methods, and how feedback influenced the solutions.

10.8 Pre-Construction Communications Plan and Open House

EnviroIssues will update existing communications plan to include any known construction schedule or impacts information available during the pre-construction phase.

EnviroIssues will provide two (2) staff to support the in-person “meet the contractor” open house. EnviroIssues will develop an (1) open house plan, including notifications, materials, staffing and other logistics. EnviroIssues will assist in the development of display boards as well as other ancillary items such as sign-in sheets and comment forms. EnviroIssues will develop a PowerPoint presentation for use at the event. The City will be responsible for the distribution of notifications, including the postcard, posters, flyers, social media and other communications; EnviroIssues will help in the development of content.

- Up to one (1) open house plan. Content and graphics for a “meet the contractor” open house digital invitation. Content and graphics for up to two (2) new display boards; assumes we will reuse project information materials from prior phases.

Assumptions:

- The scope of work does not include outreach for construction activities, or outreach to detour route stakeholders. Scope and budget amendments would be required for those work elements and future project phases.
- The City will coordinate necessary internal City review of all plans and materials, consolidating edits and providing feedback to Consultant team.
- EnviroIssues will develop content for up to one (1) initial stakeholder email and phone call script. The City and technical team will lead stakeholder interviews, briefings and phone calls recommended for the project, including City leadership and staff/subject

matter experts, area Tribes, Washington State Ferries, Everett Transit, Community Transit, emergency service providers, including Everett and Mukilteo fire and police, local utility providers, Everett & Mukilteo school districts.

- The City will maintain the project website and lead all content updates.
- The City will lead all property owner and tenant outreach related to direct and indirect impacts.
- EnviroIssues will coordinate printing, mailing and translation for materials and notifications through City-identified preferred vendors. Consultant will pay directly for all printing and mailing fees (including purchase of mailing lists), including display board printing, postcard printing and mailing, display ad placement, and fact sheet translation then invoice the City.
- The City will pay directly for any meeting venues for in-person events.
- The City will take the lead in developing content for and distributing information to any media and any media response needed, including social media.
- The City and technical team will track project contacts to support project mailings and emails.
- The City and technical team will track specific communications and/or commitments made to the public.
- For public meeting materials, City staff and Consultant team leads will provide public-friendly maps and data to incorporate into meeting displays with minimal graphic changes.

Deliverables:

- Community outreach plan (1 draft, 1 final)
- Online engagement site (1 original, 1 update)
- In-person public events (3)
- Project look-and-feel (1)
- Website content (1 original, 1 update)
- Newsflash content (Up to 3)
- Fact sheet (1 original, 2 updates)
- Presentation (2 original, 1 update each)
- Postcard (1 original)
- Display ads (1 original in up to 2 different sizes)
- Social media content (Up to 2 rounds)
- Utility mailer (1 original)
- Display boards (Up to 12)
- Email updates (Up to 3) Outreach summary (3, 1 per outreach phase)

WORK ELEMENT 11 RIGHT OF WAY SUPPORT

This work element is performed by Commonstreet to provide Right-of-way services.

This project will involve the demolition and replacement of the bridge over the Merrill & Ring Creek on Mukilteo Boulevard, in Everett, Washington. The fee proposal provided herein are based upon an assumption of potential ROW impacts assuming up to seven (7) partial fee acquisitions, two (2) full fee acquisitions resulting in two (2) residential relocations for a total of nine (9) impacted parcels. It is understood Temporary and Permanent Easements, if any, will be determined at a later date, and it is assumed they will apply only to the nine (9) impacted parcels. It is understood that any change in scope will require an amendment in scope and fee. All ROW activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT Local Agency Guidelines and ROW manuals, and the City's WSDOT Approved ROW Procedures. This is a total amount not to exceed (NTE) budget and allocation between subtasks is for reference only and does not constitute separate budgets for each subtask. Full scope of services are listed by subtask below.

11.1 – ROW Project Management and Administration

- Prepare for and attend open-houses, council meetings, and/or early design coordination meetings as requested by David Evans and Associates, Inc. and/or the City.
- Provide pre-acquisition services as requested by the City or project team to support early design development;
- Respond to inquiries and needs identified by David Evans and Associates, Inc., the City, and/or Project Stakeholders;
- Oversight of preliminary ROW activities to comply with URA and WSDOT requirements;
- Create state and federal compliant project file;
- Develop, provide oversight, and execute the ROW program in compliance with state law, URA and WSDOT requirements;
- Review and comply with the City's approved Right of Way Procedures;
- Coordinate title reviews;
- Coordinate spot-check and Relocation plan reviews with WSDOT for approval to initiate ROW;
- Provide written/oral status updates on right of way activities; and
- Maintain quality control/quality assurance (QA/QC) protocols in the execution of the right of way tasks.

11.2 – Title Review and Conveyance Documents Drafts

- Order and review PTRs for each parcel;
- Identify each exception and document in a title review summary;
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction; and

- Order title updates/date downs at time of settlement to update and finalize title review summaries.

11.3 – Appraisal and Appraisal Review Coordination

- Manage and coordinate with Right of Way Team sub-consultants to prepare the appraisal and appraisal reviews;
- QA/QC appraisals and appraisal reviews upon receipt, and coordinate with sub-consultants for any updates/edits;
- Deliver appraisals and appraisal reviews to the City for review; and
- Coordinate the development of Determination of Value/Just Compensation approved by the City.

11.4 – Negotiations, Administrative Settlements, and QA/QC

- Project file set-up;
- Review of all valuation and compensation data, title encumbrances, plans, legal descriptions, exhibits and other pertinent materials;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Prepare, deliver, and present offer packages;
- Negotiate settlements, and draft justification memos when necessary;
- Clear encroachments to comply with federal and state requirements;
- Refer files to condemnation when appropriate and prepare/deliver condemnation packages; and
- Additionally, support preparation of condemnation ordinance(s) when required.

11.5 – Relocation Services

- Prepare a relocation plan;
- Interview displacees for completion of Occupancy Surveys and determination of eligibility;
- Coordinate with Property Owners to be displaced and any tenant-displacees, if applicable;
- Prepare and present required notices and other documentation for displacees;
- Prepare Housing Comparison Worksheets;
- Engage services of commercial movers and prepare move bid documentation;
- Conduct decent, safe and sanitary inspections of replacement sites;
- Conduct vacate inspections at displacement sites;
- Coordinate payments to displacees; and
- Provide on-going advisory services to displacees in compliance with URA and WSDOT requirements.

11.6 – Project and File Close-out

- Coordinate with the City to set up client escrow account through the title company or facilitate execution of all conveyance documents, payment vouchers, proof of payment and closing data along with recorded conveyance documents and closing of files, where applicable;
- Coordinate with title/escrow and the City throughout parcel file closing process; and
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to the City for retention.

WORK ELEMENT 12 CIVIL, ROADWAY, WATER & DRAINAGE DESIGN

This work element is performed by Perteet to provide design for the TS&L phase and civil, roadway, water, and drainage design of the bridge's alternative of choice approaches at 30%, 60%, 90%, 100% and Ad-Ready PS&E levels.

12.1 – Stormwater Design

The stormwater task consists of the following work elements:

12.1.1 Design Criteria

The 2019 Stormwater Management Manual for Western Washington, (SWMMWW), the City of Everett 2023 Design and Construction Standards and Specifications (DCSS), and Everett Municipal Code Chapter 14.28, will be used as the stormwater regulatory guidance for this project. When the 2024 SWMMWW and DCSS are released, the project will update to the latest guidance. The 2012 LID Manual may also be used as guidance. Prior to beginning project stormwater design, a stormwater design criteria matrix will be prepared summarizing all stormwater related requirements and standards. The design criteria matrix will be provided to the City of Everett for review and concurrence prior to beginning design work.

Deliverables:

- Stormwater Design Criteria Matrix (to be included with the TS&L deliverables and drainage report)

12.1.2 Off-Site Analysis

Perteet will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project right-of-way limits for the single Threshold Discharge Area (TDA) associated with the project site. The downstream analysis will include a review of City GIS maps, recent drainage complaint documentation provided by the City (if it exists), and an assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A limited visual above-ground inspection will be conducted given the very steep slopes and dense forest present along the downstream route. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment and any information on the downstream system that the City can provide. Perteet will prepare a written description of the downstream system conditions and provide a map showing the downstream drainage route.

Perteet will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation.

This task does not include a detailed review of upstream basin boundary or land use assessment or any detailed hydraulic analysis or computations associated with the upstream or downstream basins.

Assumptions:

- The site lies within one (1) distinct TDA. Therefore, only one (1) downstream analysis is assumed.
- Access onto private property is anticipated to be needed. It is assumed the City of Everett will provide rights-of-entry as needed.

Deliverables:

- Off-site analysis write-up: To be included in the drainage report

12.1.3 Site Assessment and Mapping

Perteet will prepare site assessment maps showing existing drainage features within the project site. Mapping will be assembled based upon existing topographic maps and project survey information. Offsite information will be acquired from GIS mapping, City records, and City maps. The assessment maps, produced by Perteet, will show existing contours, existing drainage elements, and any critical areas such as wetlands and streams. This information will be used for appropriate documentation in the Drainage Report. These site assessment maps and exhibits will include:

- Land use types and areas.
- Topographic plans within the project site, including enclosed drainage.
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS).
- Wetlands, streams and other critical areas (if applicable).
- Soil types, depth, and slope – Natural Resources Conservation Service (NRCS).
- Soil subsurface information, as available.

Deliverables:

- Site Assessment Maps in 11” x 17” sheet size with a scale of 1:50 (to be included in the Drainage Report)

12.1.4 Change in Land Use Area Map

Perteet will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to verify mitigation needs for flow control and stormwater quality treatment are being met. TDA boundaries, based on high points and conveyance system configuration, will be identified on these maps. Perteet will also prepare a summary of area tables for pre-project and post-project conditions.

Deliverables:

- One (1) electronic PDF copy of the Change in Land Use Maps and corresponding table of change in land use areas. To be included in the Drainage Report. These maps will include:
 - Existing Impervious Area Map (one [1] sheet)
 - Proposed Impervious Area Map (one [1] sheet)
 - Tables identifying the different types of impervious surfaces

12.1.5 Stormwater Flow Control and Water Quality Treatment Calculations

- Pertee will prepare preliminary calculations for flow control and water quality treatment facilities. Budget will be for the design of one (1) flow control facility and one (1) water quality facility. This information will be used during the preliminary bridge Type, Size and Location analysis. Only one of the concepts developed by the bridge designer will be studied from a drainage standpoint. This concept will be mutually agreed upon by the bridge and stormwater designer.
- Once a concept has been selected for draft and final design the stormwater flow control and water quality treatment calculations will be updated as necessary for inclusion in the PS&E.

Deliverables:

- Preliminary flow control and water quality treatment calculations (to be used for showing Type, Size and Location of the proposed flow control and water quality treatment facilities in support of the preliminary bridge design alternatives analysis.
- Draft flow control and water quality treatment calculations (to be included in the Draft Drainage Report)
- Final flow control and water quality treatment calculations (to be included in the Final Drainage Report).

12.1.6 Pipe Conveyance Calculations

Pertee will prepare storm pipe conveyance capacity calculations for new pipe segments associated with the project site:

- Design Development (60%): Prepare preliminary pipe sizing calculations, using full-flow conditions with the Manning equation and the Rational Method.
- Final design: Finalize pipe sizing calculations
- Gutter flow and sag analysis: Prepare gutter flow and sag analysis (if low point is within project limits) to make sure the flow spread is contained with the roadway shoulders.

Assumptions:

- No new outfalls will be needed. The new conveyance system will tie into existing storm drain systems that already lead to existing outfalls. It is further assumed that these existing outfall systems have the capacity to accommodate project flows.
- Low infiltration rates and steep slopes make infiltration infeasible and infiltration BMPs will not need to be evaluated as part of the analysis.

Deliverables:

- Conveyance Calculations (to be included in the Drainage Report)
- Gutter flow analysis (to be included in the Drainage Report)

12.1.7 Drainage Report

Pertee will assemble a draft drainage report (60% design phase) and final drainage report (90% design phase). The drainage report will include a written assessment and summary of the surface water design features on the project, summary of tables, flow control and water quality treatment calculations, pipe capacity calculations, drainage basin maps, backwater analysis (Hydraulic Grade Line), and supporting exhibits.

Deliverables:

- Draft Drainage Report at 60% PS&E phase (one [1] electronic PDF copy)
- Final Drainage Report at 90% PS&E phase (one [1] electronic PDF copy)

12. 2 TS&L and Alternative Design Study

Perteet will prepare horizontal and vertical alignment alternatives for the project to support the analysis of up to three bridge alignment alternatives. The horizontal and vertical alignments for the project will be evaluated as part of the civil alternatives analysis.

An opinion of cost will be prepared based on the alternatives. The opinion of cost will be based on unit prices and incorporate about a 30% contingency to account for the level of completeness of plan preparation, and to reflect experience on similar projects within the region.

Perteet will prepare the Civil, Roadway, Water & Drainage Design section of the TS&L Report and deliver to David Evans and Associates, Inc. to be compiled with the rest of the TS&L Report. The Civil, Roadway, Water & Drainage Design section will include the Roadway, Water, and Drainage Design criteria, design parameters, a proposed cross section figure, and other key design elements necessary for determining the preferred alternative. The Civil, Roadway, Water & Drainage Design section of the TS&L Report will include a recommendation for the approximate horizontal and vertical alignments. The exact alignments will be fixed during future design phases.

Selection of the preferred alternative will be made by the City stakeholders, and the preferred alternative will be carried forward in the design.

Deliverables:

- Draft and Final versions for up to three (3) alternative roadway plans and profiles as roll plots (PDF)
- Draft and Final versions of the Opinion of Cost for each alternative (Excel)
- Draft and Final versions of the Civil, Roadway, Water, & Drainage Design section of the TS&L Report (Word)
- Written responses to City comments on the Draft deliverables

12.3 Plans, Specifications, and Estimate

Construction plans, specifications, and an opinion of cost will be prepared based on the recommendations identified during the alternatives analysis and the stormwater design documentation tasks.

12.3.1 30% Plans and Opinion of Cost

Perteet will prepare 30% design level construction plans and opinion of costs and submit them to David Evans and Associates, Inc. to be incorporated into the 30% P&E set. Perteet will attend one (1) comment review meeting with the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

The 30% design effort will include the development of the preliminary roadway design; including the horizontal and vertical alignment, curb, curb and gutter, sidewalk layout, preliminary wall profiles (CAD format provided to David Evans and Associates, Inc. for plan sheet creation), preliminary driveway profiles, paving sections, water main layout, drainage layout, channelization, site preparation, erosion control, and preliminary 30% opinion of costs.

30% Plans

It is anticipated that the 30% civil, roadway, water, and drainage plans will consist of the following sheets (19 sheets):

- Survey Control and Construction Alignment Plan (1 sheet)
- Construction Access Plan (3 sheets)
- Typical Sections (2 sheets)
- Paving Plan and Profile (4 sheets)
- Drainage Plan and Profile (4 sheets)
- Water Main Plan (2 sheets)
- Driveway Profiles (1 sheet)
- Channelization and Signing Plan (2 sheets)

30% Opinion of Cost

Perteet will calculate 30% design level quantities and prepare an opinion of construction costs based upon the 30% construction plans and current unit bid prices. A contingency will be included to accommodate additional construction costs not yet specifically identified.

Preliminary Design and P&E QA/QC of Deliverables

An internal Perteet quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- The City will finalize the general geometric layout of the proposed improvements through the review of the 30% submittal. The layout shall not be substantially modified

in a later design phase. A substantial change in the layout will constitute a change in scope and will allow Perteet to negotiate additional compensation for the change.

- Proposed improvements will extend beyond the existing right-of-way. Right-of-way plans will be developed by Perteet after comments are incorporated from the 30% review.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- The bid schedule for the opinion of cost will include up to one (1) bid schedule.

Deliverables:

- 30% design-level plans (half-size [11"x17"], PDF)
- 30% design-level opinion of cost summary (Excel)
- Preliminary wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.2 - 60% Plans and Opinion of Cost

Perteet will prepare 60% civil, roadway, water, and drainage plans and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 30% submittal deliverables. The plans and opinion of cost will be submitted to David Evans and Associates, Inc. to be incorporated into the 60% P&E set.

Response to 30% Comments

Perteet will attend one (1) comment review meeting with David Evans and Associates, Inc. and the City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City.

60% Plans

It is anticipated that the 60% civil, roadway, water, and drainage plans will consist of the following sheets (48 sheets):

- Survey Control and Construction Alignment Plan (1 sheet)
- Right-of-Way Plan (4 sheets)
- Total Parcel Plan (1 sheet)
- Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (4 sheets)
- Construction Access Plan (4 sheets)
- Typical Sections (2 sheets)
- Paving Plan and Profile (4 sheets)
- Drainage Plan and Profile (4 sheets)
- Drainage Details (4 sheets)
- Water Main Plan and Profile (4 sheets)
- Water Main Details (2 sheets)
- Miscellaneous Details (2 sheets)
- Driveway Profiles (2 sheets)

- Channelization and Signing Plan (2 sheets)
- Channelization and Signing Details (1 sheet)
- Site Grading Restoration Plan (2 sheets)
- Vegetation Restoration Plan (4 sheets)
- Vegetation Restoration Details (1 sheet)

60% Opinion of Cost

Perteet will calculate 60% level quantities and opinion of construction costs based upon the 60% construction plans and current unit bid prices. Perteet will address applicable 30% review comments and make revisions as necessary.

60% P&E QA/QC and Constructability Review of Deliverables

An internal Perteet quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Perteet will also perform a preliminary constructability review of the 60% Civil P&E under this task. This will be done by a member of Perteet's construction inspection team.

Assumptions:

- 30% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to Perteet.
- Perteet's responses will be provided on the original comment document the City provided to Perteet.
- Perteet will attend one (1) comment review meeting held virtually.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- Specifications will not be provided at the 60% design-level.

Deliverables:

- Written responses to 30% comments
- 60% design-level plans (half-size [11"x17"], PDF)
- 60% design-level opinion of cost summary (Excel)
- Wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.3 - 90% Plans, Specifications, and Opinion of Cost

Perteet will prepare 90% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 60% submittal

deliverables. The plans, specifications, and opinion of cost will be submitted to David Evans and Associates, Inc. to be incorporated into the 90% PS&E set.

Response to 60% Comments

Perteet will attend one (1) comment review meeting with David Evans and Associates, Inc. and the City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City.

90% Plans

The Plan sheets will be the same as those identified under the 60% design phase.

90% Opinion of Costs

Perteet will calculate 90% level quantities and opinion of construction costs based upon the 90% construction plans and current unit bid prices. Perteet will address applicable 60% review comments and make revisions as necessary.

90% Specifications

Perteet will prepare 90% level specifications based upon the 90% design using the WSDOT PSE Program (run-list with individual specifications files). Perteet will submit the civil specifications to David Evans and Associates, Inc. to be incorporated into the 90% set.

90% PS&E QA/QC Review of Deliverables

An internal Perteet quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- 60% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to Perteet.
- Perteet will attend one (1) comment review meeting held virtually.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- Bid forms will be filled out by David Evans and Associates, Inc..

Deliverables:

- Written responses to 60% comments
- 90% design-level plans (half-size [11"x17"], PDF)
- 90% design-level opinion of cost summary (Excel)

- 90% design-level specifications (run-list and individual specifications files, Word)
- Wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.4 - 100% Plans, Specifications, and Opinion of Cost

Perteet will revise the 90% plans, specifications, and opinion of cost estimate based on the City's comments and prepare a 100% PS&E package.

Perteet will submit the 100% PS&E package to David Evans and Associates, Inc. to be incorporated into the 100% PS&E set for a 100% check print review by the City before assembling the Ad-Ready contract documents. 90% comments will be delivered electronically and incorporated into the 100% PS&E set. It is assumed that the 90% review comments will be minor in nature and not reflect any significant changes to design. If there are significant changes to the design or Plans, this would be considered an additional service, and a supplement to the Agreement would be required.

Response to 90% Comments

Perteet will attend one (1) comment review meeting with David Evans and Associates, Inc. and the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

100% Plans

The Plan sheets will be the same as those identified under the 60% design phase.

100% Opinion of Costs

Perteet will update the project quantities and prepare a 100% opinion of construction costs based upon the 100% construction plans and current unit bid prices. The Consultant will address applicable 90% review comments and make revisions as necessary.

100% Specifications

Perteet will prepare the 100% Specifications based upon the 100% design. The Consultant will address applicable 90% review comments and make revisions as necessary. The fee effort for this task includes a review of the 2027 Standard Specifications for changes from the 2026 Standard Specifications and an update of the Special Provisions and WSDOT GSP's (due to the long schedule duration of the development of this project, it is assumed the 100% development will take place at least one year after the 90% phase due to Right-of-Way negotiations).

100% PS&E QA/QC Review of Deliverables

An internal Perteet quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments

received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- It is assumed that the 90% review comments will be minor in nature and not reflect any significant changes to design.
- Perteet will attend one (1) comment review meeting held virtually.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- Bid forms will be filled out by David Evans and Associates, Inc..

Deliverables:

- Written responses to 90% comments
- 100% design-level plans (half-size [11"x17"], PDF)
- 100% design-level opinion of cost summary (Excel)
- 100% design-level specifications (run-list and individual specifications files, Word)
- Wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.5 – Ad-Ready Contract Documents

Perteet will finalize the 100% plans, specifications, and opinion of cost estimate based on the City's comments and WSDOT review comments and prepare final, ad ready, Bid Documents to be submitted to David Evans and Associates, Inc. for incorporation into the Bid set. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design. The fee effort for this task includes a review of the 2028 Standard Specifications for changes from the 2027 Standard Specifications and an update of the Special Provisions and WSDOT GSP's (due to the long schedule duration of the development of this project, it is assumed the 2028 Standard Specifications will need to be used).

Assumptions:

- The fee effort for this task assumes the City will provide one (1) set of compiled and consolidated comments reflective of all City comments from the final check set submittal. It is assumed that pre-final review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing them would cause significant changes to the plans, this may be considered additional work to be included in a supplement.
- Prior to bid advertisement, Perteet may make minor revisions to the Plans, Specifications, and Opinion of Costs. It is assumed that the drainage and ADA standards applying to this project will not be changed.

- The City will provide Builders Exchange with a camera-ready or electronic plan set for purposes of their scanning and contract document distribution during bidding
- The City will provide Builders Exchange with a camera-ready or electronic set of Contract Specifications for purposes of their scanning and contract document distribution during bidding
- WSDOT comments that are to be incorporated into the contract documents that are a significant change to the design or finalization of the ad-ready contract documents will be considered an additional service and may need a supplement to this Agreement.

Deliverables:

- Written responses to 100% comments
- Bid-ready plans (1 signed, full-size [22"x34"] electronic copy, PDF)
- Final opinion of cost summary (Excel)
- Bid-ready specifications (run-list and individual specifications files, Word)

WORK ELEMENT 13 STRUCTURAL DESIGN:

This work element is performed by David Evans and Associates, Inc. Engineering (David Evans and Associates, Inc.) to provide structural design services.

All structural design shall be per current WSDOT and AASHTO LRFD standards. WSDOT design standards shall control over AASHTO.

This work element includes the following tasks:

13.1 Type, Size and Location (TS&L) Report

David Evans and Associates, Inc. will prepare a TS&L Report to determine the most favorable design and location with respect to many variables (i.e., pier placement, constructability, future maintenance, cost, etc.). The report will describe the project, proposed structure(s), cost estimates, other design alternatives considered, and recommendations. The Report also provides justification for the selection of the preferred alternative.

The design team will first review the project history to become familiar with the project. The environmental and design reports will be thoroughly reviewed. The bridge site data will be checked so that additional data, maps, or drawings can be requested. A meeting with the City and a site visit will be arranged after reviewing the history of the project.

HWA will be contacted early in the TS&L process to provide preliminary foundation recommendations. Specific recommendations on the foundation type will be included in the TS&L Report.

To determine the preferred structural alternative, the design team will perform the following:

1. A list of feasible alternatives will be developed. At this stage, the range of alternatives will be kept open.
2. The least desirable alternatives will be eliminated by applying the constraints of the project. The assumptions on any restrictions and constraints will be documented. There will be no more than four alternatives at the end of this step.
3. The viable alternatives will be advanced to approximately 10% design to develop cost estimate and perform attribute comparison.

The structural studies document how the recommended alternative is determined. The following elements will be addressed:

- Aesthetics
- Foundations
- Cost estimates
- Geometric constraints
- Feasibility of construction

- Project staging and construction
- Stage construction requirements
- Structural constraints requirements
- Maintenance

Preliminary plan drawings of the recommended alternative will be included in an appendix. The drawings will show the plan, elevation, and a typical section at a minimum.

13.2 PS&E Submittals

Based on the City-chosen alternative from the TS&L phase, the design team will prepare 30%, 60%, 90%, 100%, and Ad-ready PS&E packages. Specification Manual will be provided at the 60%, 90%, 100%, and Ad-ready PS&E packages.

13.2.1 30% P&E - This task encompasses all the activities associated with the preparation of the 30% Plans and Engineer's opinion of construction cost Estimate (P&E) documents. Constructability Review and QA/QC activities are an inherent part of this task.

Deliverables:

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of cost Estimate.

13.2.2 60% PS&E - This work element item encompasses all the activities associated with the preparation of the 60% Plans and engineer's opinion of construction cost Estimate (P&E) documents. Preliminary specification manual will be prepared in this task as well. Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of construction cost.
- Two copies of the preliminary Specifications

13.2.3 90% PS&E - This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- Two 11x17 (half size) copies of Plans
- Two copies of the 90% Specifications Manual
- Two copies of the quantity Estimates and opinion of construction cost.

13.2.4 100% Plans, Specifications & Estimate (PS&E) - This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- Two 11x17 (half size) copies of Plans
- Two copies of the 90% Specifications Manual
- Two copies of the quantity Estimates and opinion of construction cost.

13.2.5 Ad-ready PS&E

This work element item encompasses all the activities associated with the preparation of the 100% Ad-ready Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- One half-size copy of the Ad-ready set of Plans
- One full-size originally signed copy of the Bid-ready set of Plans
- Specification Manual at 100% level document per LAG, WSDOT and City templates, in MS Word format.
- One copy of the quantities Estimate and opinion of construction cost.
- AutoCAD and/ or Civil 3D complete electronic drawing files

Assumptions:

City to provide:

- Title block and CAD standards
- Contract Forms
- Bid Procedures and Conditions
- Division 1 - General Requirements, including applicable special provisions

The Following table presents the anticipated Plan sheets for the Merrill & Ring Bridge Replacement Project:

Sheet Name	PS&E Assumed Number of Sheets	TS&L Assumed Number of Sheets	PS&E Submittal Phase		
			30%	60%	90% & 100%
Cover Sheet	1		X	X	X
Index Legend and Abbreviations	2			X	X
Civil and Structural Demo Plans	4			X	X
Site Prep and TESC	4			X	X
Roadway Plan & Profile	8	2	X	X	X
Striping & Paving	8			X	X
Roadway Typical Sections and Details	3	1	X	X	X
ROW	2		X	X	X
Drainage	3	1		X	X
Utilities	4			X	X
Illumination	5			X	
Construction Detour Plan	6	1		X	X
Traffic Control	6	1		X	X

Roadside Restoration	2			X	X
Bridge Plan & Elevation	2	4	X	X	X
Bridge Demo	2			X	X
General Notes	1			X	X
Bridge Construction Sequencing	5		X	X	X
Temporary Shoring	2		X	X	X
Bridge Foundation Layout	2	4	X	X	X
Shaft Details – Pier 1 and 4	2			X	X
Shaft Details – Piers 2 and 3	2			X	X
Pier 1 Layout (Plan & Elevation)	1		X	X	X
Pier 1 Details	2			X	X
Pier 2 Layout (Plan & Elevation)	1		X	X	X
Pier 2 Details	2			X	X
Pier 3 Layout (Plan & Elevation)	1		X	X	X
Pier 3 Details	2			X	X
Pier 4 Layout (Plan & Elevation)	1		X	X	X
Pier 4 Details	2			X	X
Framing Plan	2			X	X
Bridge Typical Sections	2		X	X	X
Girder Details	8			X	X
Diaphragms Details	4			X	X
Deck Reinforcing	6			X	X
Bearing Details	3			X	X
Expansion Joint Details	3			X	X
Bridge Drainage Details	3			X	X
Utility Support Details	2			X	X
Bridge Barrier Details	3			X	X
Bridge Railing Details	2			X	X
Bridge Approach Slabs	2			X	X
Retaining Wall Layouts	4		X	X	X
Retaining Wall Details	2			X	X
Bar Bending Sheets	4				X
Guardrail	3			X	X
Perm. Signage and Attachments	2			X	X
Urban Design/Aesthetics	15			X	X

WORK ELEMENT 14 BIDDING PHASE SUPPORT

In this work element the design team will provide bid support services that encompass activities like addressing a reasonable number of bidder's inquiries. For the purposes of this scope of work, "reasonable" is defined as twenty (20) Request for Information and Clarifications for bidding purposes and will assist the City on any required bid Addendum packages.

WORK ELEMENT 15 CONSTRUCTION PHASE SUPPORT:

In this work element and at the discretion of the City, construction phase services may be added to this contract. The following presents the envisioned tasks associated with this work element.

15.1 Engineering Support During Construction

In this task, CONSULTANT will provide on-call engineering support services to the City during the construction period of the Project. This task encompasses review of and responses to Contractor RFIs; Submittals during the construction phase and preparation of As-built drawings and inventory load rating of the new bridge.

Deliverables:

- As-built drawings
- Load Rating Analysis and Summary

15.2 Optional Construction Management Services

David Evans and Associates, Inc.'s team possess a highly experienced and qualified CM team. In case the City desires, David Evans and Associates, Inc. staff can augment City's team to provide CM services for this project. The following are the categorized activities associated with this Task:

- Participate in pre-con meeting;
- Provide full-time Construction Project Manager for all aspects of construction activities including oversight of contractors and subcontractors, quality control, safety compliance, managing project changes, budget, and schedule. Provide continuous project management throughout the construction duration. This includes management of staff, subconsultants, and preparation for monthly invoices and progress reports;
- Provide full-time senior inspectors (except when City Inspector is on team) to track quantities, daily inspection reports, etc.;
- Provide full-time/part-time assistant inspector, as workload requires;
- Review and respond to unanticipated conditions that occur during construction;
- Review requests to change or modify the work shown in the plans and specifications; provide recommendations to resolve issues;
- Prepare as-built drawings;
- Material testing.

Deliverables:

- Progress Reports; Inspection Daily Reports; Submittal Reviews; RFI Reviews; Monthly Pay Estimates; Change Management; Record of Materials; Pre-con and Construction Photos; Testing and Lab Reports where necessary; Red-line As-built; Close-out

Exhibit B
DBE Participation

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit D - Prime Consultant Cost Computations Summary**Merrill & Ring Bridge Replacement****TRANTECH TEAM BUDGET BREAKDOWN**

		DBE Firm	DBE Cost
David Evans and Associates, Inc.	\$ 2,148,234	No	\$ -
Furtado & Associates	\$ 215,628	Yes	\$ 215,628.12
EnviroIssues	\$ 172,227	Yes	\$ 172,227.39
HWA GeoSciences	\$ 242,346	Yes	\$ 242,345.54
Perteet	\$ 581,865	No	\$ -
Kimley-Horn	\$ 98,221	No	\$ -
Ott-Sakai	\$ 108,960	Yes	\$ 108,959.85
HBB Landscape Architecture	\$ 164,320	Yes	\$ 164,319.59
Commonstreet Consulting	\$ 192,583	No	\$ -
TOTAL PROJECT BUDGET	\$ 3,924,383		\$ 903,480.50 23%
MANAGEMENT RESERVE	\$ 100,000		
TOTAL CONTRACT BUDGET	\$ 4,024,383		

Exhibit D - Prime Consultant Cost Computation													
Merrill & Ring Bridge Replacement													
Work Element 1, 9, 13, and 14 - David Evans and Associates, Inc.													
	Principal Engr	PM	Senior Structural Engineer	Project Structural Engineer	Staff Structural Engineer 2	Staff Structural Engineer 1	Senior Traffic Engineer	Const. Manager	Senior CAD Technician	Admin 5	Total		
	QA/QC QM?		ArzhangAlimoradi/ Parvis Banan	Scott Shih	Keisuke Massey/ Karl Larson	Maya McCants	Alan Gage	Mo Sheikhezadeh	Donna Jenson	Lily Trau/ Aislyn Garner/ Vickie Elwell			
Work Element 1 - Project Management													
Design Team Meetings		200									200		
Project Team Meetings (incl. City)		200									200		
PM - Progress Reports, Schedule and Invoicing		160								200	360		
Work Element 9 - Illumination, Ped Signal and Signing													
9.1 Illumination Plans	8						240		120		368		
9.3 Permanent Signing Plans	4						80		40		124		
Work Element 13 - Structural Design													
13.1 - Type, Size and Location (TS&L) Report													
Concept Development			280	160	160	160			100		860		
Plans & Estimation			120	120	160			40			440		
Report	40		40	40						40	160		
13.2 - PS&E Submittals													
13.2.1 - 30% Design													
30% PS&E (plans and quantities)			280	320	320	320			160		1,400		
30% QC Review	40							24			64		
13.2.2 - 60% Design													
60% PS&E (plans, quantities)			240	280	320	320			320		1,480		
60% PS&E (outline specs)					80					24	104		
60% QC Review	40							24			64		
13.2.3 - 90% Design													
90% PS&E (plans, quantities)			240	280	320	320			320		1,480		
90% PS&E (draft specs)					80					24	104		
90% QC Review	40							24			64		
13.2.4 - 100% Design													
100% PS&E - (plans, quantities)			240	280	320	320			320		1,480		
100% PS&E - 100% Specs					80					24	104		
100% QC Review	40							24			64		
13.2.5 - Ad-ready Design													
Ad-ready PS&E - Ad-ready Plans and Quantities			100	120	120	120			160		620		
Ad-ready PS&E - Ad-ready Specs					60					24	84		
Ad-ready QC Review	32							24			56		
Work Element 14 - Bidding Phase Support													
Attendance at Pre-Bid Meeting		8						8			16		
Response to RFIs (Assume 4)		8	8	8	8	8		8	2		50		
Preparation of Addendums (Assume 2)		8	8		16				2		34		
Work Element 15 - Construction Phase Services													
Efforts for this Work Element are not included in this Contract and will be scoped at a later date.													
Total Staff Hours	244	584	1556	1608	2044	1568	320	176	1544	336	9,980		
Direct Hourly Rate	\$98.00	\$98.00	\$90.00	\$82.00	\$65.00	\$42.00	\$72.00	\$115.00	\$57.75	\$49.50			
Total Direct Salary Cost	\$23,912	\$57,232	\$140,040	\$131,856	\$132,860	\$65,856	\$23,040	\$20,240	\$89,166	\$16,632	\$700,834.00		
								Total Direct Labor Cost			\$700,834.00		
								OH at 176.24% of Direct Labor			\$1,235,149.84		
								Profit at 30% of Direct Labor			\$210,250.20		
								Subtotal (Labor)			\$2,146,234.04		
Direct Costs (travel, production, Fedex, etc)											\$2,000		
										Total:	\$2,148,234		
Notes:													

Exhibit E - Sub-consultant Cost Computations										
Merrill & Ring Bridge Replacement										
Work Element 2 - Surveying - Furtado & Associates										
	Department Manager	Survey Manager III	Project Manager II	Civil Engineer III	Engineering Technician IV	Field Team Lead	Surveyor III	Senior Projects Administrator	Total	
Work Element 2 - Surveying										
2.1 Project Management	16		12			6		36	70	
2.2 Surveying		8				16	16		40	
2.2.1 Survey Control				4		48	48		100	
2.2.2 Field Survey & Mapping				2		6	6		14	
2.2.3 Aerial Image Collection				4		24	24		52	
2.2.4 Utility Surveying Services						12	12		24	
2.2.5 Structure DIP Measurements						20	20		40	
2.2.6 OHWM Flags						10	10		20	
2.2.7 6in DBE+ Trees w/Driplines		4				8	8		20	
2.2.8 Field Survey of Local Monuments						8	8		16	
2.2.9 Field Survey of PH1 & PH2 Borings						8	8		16	
2.2.10 Field Survey of Utility Test Holes		4				16	16		36	
2.2.11 Field Pickup Days										
2.3 Basemap										
2.3.1 Basemap Drafting		8	46		46				100	
2.3.2 Bridge Soffit Elevations		2	16		16				34	
2.3.3 Utility Surveying Services		2	12		12				26	
2.3.4 Aerial Image Mosaic Creation		1		4	4				9	
2.3.5 Structure DIP Measurements		2	14		14				30	
2.3.6 OHWM Flags		2	10		10				22	
2.3.7 6in DBE+ Trees w/Driplines		2	4		4				10	
2.3.8 PH1 & PH2 Borings Reduction		2	4		4				10	
2.3.9 Record Utility Information		8	8	8	8				32	
2.3.10 Utility Test Hole Integration		8		10	10				28	
2.3.11 Pickup Survey Updates		4	8		16				28	
2.3.12 QC/QA	2	8			8				18	
2.4 Right-of-Way Plans										
2.4.1 ROW Calculations		38		12	22				72	
2.4.2 TCE Desc w/Exhibit		28		38	64				130	
2.4.3 Parcel Title Review		32		6	48				86	
2.4.4 30% ROW & Control Sheet Review (3 sheets)		22		4	38				64	
2.4.5 60% ROW & Control Sheet Review (3 sheets)		8		2	22				32	
2.4.6 90% ROW & Control Sheet Review (3 sheets)		2		2	6				10	
2.4.7 100% ROW & Control Sheet Review (3 sheets)		2		2	4				8	
2.4.8 IFB ROW & Control Sheet Review (3 sheets)	2	2		2	4				10	
Total Staff Hours										
	20	199	134	100	360	182	176	36	1,207	
Direct Hourly Rate										
	\$82.96	\$74.63	\$56.06	\$58.97	\$40.36	\$50.58	\$34.05	\$55.16		
Total Direct Salary Cost										
	\$1,659	\$14,851	\$7,512	\$5,897	\$14,530	\$9,206	\$5,993	\$1,986	\$61,633.33	
Total Direct Labor Cost										
									\$61,633.33	
OH at 165.6% of Direct Labor										
									\$102,064.79	
Profit at 30% of Direct Labor										
									\$18,490.00	
Subtotal (Labor)										
									\$182,188.12	
Direct Costs Total:										
									\$33,440	
Total:										
									\$215,628	
Notes:										

Exhibit E - Sub-consultant Cost Computations													
City of Everett - Merrill & Ring Bridge Replacement													
Work Element 3 - Geotechnical- HWA GeoSciences Inc.													
Work Element	Geotechnical Engineer VIII (Wright)	Principal Enviro (Sugar)	Geotechnical Engineer VIII (Huling)	Geotechnical Engineer V (Gertz)	Geotechnical Engineer VI (Hawkins)	Geotechnical Engineer V (McMullen)	Geologist III (Benson)	Geologist III (Oskierko)	Geologist VI (Kapise)	CADD Tech. (Fry)	Controller (Babko)	Clerical (Murphy)	Total
Task 3.1 - Geotechnical Project Management			4	4									8
3.1.1 Attend Project Kickoff Meeting:			12	12									24
3.1.2 Project Coordination Meetings (Assume 12):				12							12		24
3.1.3 Invoice Generation and Processing:			10	20		10							40
Task 3.2 Review Existing Geotechnical Data													
3.2.1 Collect and Review Available data:				4			4						8
Task 3.3 Field Geotechnical Explorations													
3.3.1 Plan Field Exploration Program:				2		12	12						26
3.3.2 Conduct Utility Locates:							8						8
3.3.3 Generate Geotechnical Work Plan Memo:			2			4	8			2			16
3.3.4 Conduct Abutment Borings (Assume 3 Days):							30						30
3.3.4 Conduct Bridge Deck Coring and Plating:								8					16
3.3.4 Conduct Borings Through Bridge Deck (assume 4 days):							8	32					32
3.3.4 Patch Bridge Deck Cores:								8					16
3.3.4 Remove Steel Plates from Roadway:							4						4
3.3.5 Conduct Slope reconnaissance (Assume 2 Days):			4	4		24	24						56
3.3.5 Conduct Limited Access Borings (Assume 2 Days):							20						20
3.3.6 Generate Boring Logs and Lab Testing:				4			8						20
3.3.7 Groundwater Monitoring:						2	10						12
Task 3.4 Geoenvironmental Support													
3.4.1 Review of Existing/Readily Available Data									8				8
3.4.2 Site Reconnaissance									4				4
3.4.3 Generate Hazardous Materials Analysis Report		6							30				36
Task 3.5 Geotechnical Engineering Analysis													
3.5.1 Evaluate Field and Laboratory Data:				4		6							20
3.5.2 Develop Geologic Cross-Sections:			2	2			8		8				10
3.5.3 Generate AASHTO seismic design parameters:				3		1							4
3.5.4 Evaluate Slope Stability:			2	4		12							18
3.5.5 Evaluate soil for Liquefaction and lateral Spread Potential:				6		8							14
3.5.6 Evaluate Bridge Foundation Vertical Capacity:			2	12		4							18
3.5.7 Evaluate Bridge Foundation Lateral Capacity:			1	6		4							11
3.5.8 Generate Abutment Lateral Earth Pressures:			2	6					4				12
3.5.9 Retaining Wall Design:			2	6									8
3.5.10 Slope Stabilization Design:			2			4							6
3.5.11 Approach Pavement Design:					6								6
3.5.12 Specification Development:			4	6		4							14
3.5.13 HWA QA/QC:	6		6										12
Task 3.6 Draft Geotechnical Report													
3.6.1 Prepare Draft Geotechnical Engineering Report:	6		6	8		6	8			4		1	39
Task 3.7 Final Geotechnical Report													
3.7.1 Prepare Final Geotechnical Engineering Report:	4		4	8						1		1	18
Task 3.8 Geotechnical PS&E Coordination and Support													
3.8.1 Miscellaneous Geotechnical Assistance (Assume 40 hours):			20		20								40
	16	6	85	153	6	129	172	16	42	19	12	2	658
Total	\$ 88.00	\$ 98.00	\$ 92.00	\$ 61.50	\$ 92.00	\$ 53.00	\$ 37.00	\$ 43.50	\$ 53.00	\$ 34.00	\$ 50.00	\$ 35.00	\$37,217
	\$1,408	\$598	\$7,820	\$9,410	\$552	\$6,837	\$6,364	\$696	\$2,226	\$646	\$600	\$70	

Exhibit E - Sub-consultant Cost Computations					
Merrill & Ring Bridge Replacement					
	Work Element 7 - Constructability Review, Construction CPM and Estimation - Ott Sakai				
		Principal	Senior Construct. Specialist	Contract Manager	Total
Work Element 7					
7.1- Constructability Review, PS&E, TS&L, 30%, 60%, 90%		8	120	4	132
7.2- Construction CPM Schedule PS&E, 60%, 100%		4	60	2	66
7.3 - Construction Cost Estimate-PS&E, 60%,90% and 100%		10	200	5	215
Total Staff Hours		22	380	11	413
Direct Rates		\$124.00	\$124.00	\$86.50	
Total Direct Salary Cost		\$2,728	\$47,120	\$952	\$50,800
			Total Labor Cost		\$50,800
			OH at 84.49% of Direct Labor		\$42,920
			Profit at 30% of Direct Labor		\$15,240
				Total	\$108,960
Direct Costs (Mileage, Reproduction, Shipping, etc.)					
			Grand Total:		\$108,960

Exhibit E - Sub-consultant Cost Computations							
Merrill & Ring Bridge Replacement							
Work Element 8 - Traffic Control - Kimley-Horn							
	Edward Koltonowski	Brad Lincoln, PE	Joey Miller		Total		
	Project Manager	Principal/ Project Engineer	Engineer	Clerical			
Project Coordination	20			10	30		
City of Everett (WSDOT/Mukilteo) preparation and Meeting(s) total 4	12	12	20		44		
Attend up to 10 internal team meetings	20	3	12		35		
Neighborhood Meeting(s) Total of 2	10		10		20		
30% Traffic Control	1	2	30		33		
60% Traffic Control	1	2	20		23		
90% Traffic Control	1	2	20		23		
Traffic Control Plan Drafting Coordination		2	20		22		
Final Traffic Control Plan (100%)		2			2		
Internal QA/QC	2				2		
Neighborhood Traffic Analysis	25	25	60	10	120		
Contract/Invoicing/Etc.	6			10	16		
Total Staff Hours	98	50	192	30	370		
Direct Rates	\$102.50	\$87.50	\$48.80	\$36.12			
Total Direct Salary Cost	\$10,045	\$4,375	\$9,370	\$1,084	\$24,873		
				Total Labor Cost	\$24,873		
				OH at 196.54% of Direct Labor	\$48,886		
				Profit at 30% of Direct Labor	\$7,462		
				Total	\$81,221		
Direct Costs (Mileage, Reproduction, count Data Collection, CAD etc.)					\$2,000		
Specialized Data Collection for Neighborhood Analysis O-D Counts					\$15,000		
				Total:	\$98,221		
Notes:							

Exhibit E - Sub-consultant Cost Computations									
Merrill & Ring Bridge Replacement									
Work Element 10 - Community Outreach - EnviroIssues									
	Work Element	Senior Associate	Associate II	Associate I	Graphic Designer Senior Associate	Graphic Designer Associate II	Web Developer Associate III	Total	
	Work Element 1 - Project Management/Team meetings	26	26					52	
	Work Element 1 - Project Management/Progress reports & invoicing	13	26					39	
	Task 10.1 - Community outreach plan	16	18	10				44	
	Task 10.2 - Stakeholder engagement	3	8					11	
	Task 10.3 - In-person public event	80	100	100				280	
	Task 10.4 - Online engagement	18	40			30	36	124	
	Task 10.5 - Outreach materials	40	72	81	6	146		345	
	Task 10.6 - Outreach summary	8	20	12				40	
	Task 10.7 - Pre-Construction Communications Plan/Open House	37	66	52		25		180	
		241	376	255	6	201	36	1,115	
		\$ 62.00	\$ 47.00	\$ 36.00	\$ 62.00	\$ 46.00	\$ 62.00		
	Total	\$14,942	\$17,672	\$9,180	\$372	\$9,246	\$2,232	\$53,644	
						Overhead at 159.89% of Direct Rate		\$85,771	
						Profit at 30% of Direct Rate		\$16,093	
						Total Labor Cost		\$155,509	
	Direct Expenses (Production, Mileage, etc)							\$16,719	
							Total	\$172,227	
	Direct Expense Breakdown								
	Item	Quantity	Cost Each	Total Item Cost					
	Boards	12	\$80.00	\$960.00					
	Copies - black and white	200	\$0.10	\$20.00					
	Copies - color	200	\$0.89	\$178.00					
	Display ads	2	\$150.00	\$300.00					
	Mail house	1	\$4,000.00	\$4,000.00					
	Meeting refreshments	3	\$100.00	\$300.00					
	Mileage	240	\$0.67	\$160.80					
	Large vinyl banner	1	\$600.00	\$600.00					
	Postage	15000	\$0.45	\$6,750.00					
	Materials translation	3	\$800.00	\$2,400.00					
	Interpretation services	3	\$350.00	\$1,050.00					
	TOTAL			\$16,718.80					

Exhibit E - Sub-consultant Cost Computations								
Merrill & Ring Bridge Replacement								
Work Element 5 - Bridge Aesthetics - HBB Landscape Architecture								
Work Element		Principal-QA/QC	Project Manager	Designer	CADD / Technical	Administrative	Contracts Management	Total
5.1	Project Management		22				24	46
5.2	Urban Design Concepts	12	32	48	64	6		162
5.3	60% Urban Design	24	58	64	86	12		244
5.4	90% Urban Design	20	36	28	64	8		156
	Constructability Review		12		8			20
5.5	100% & Ad-Ready Urban Design	12	24	14	38	4		92
5.6	Outreach Graphics	4	12	24	76	4		120
5.7	Landscape Restoration Plan	32	80	48	132	20		312
		104	276	226	468	54	24	1,152
		\$ 90.00	\$ 75.00	\$ 40.00	\$ 37.50	\$ 42.00	\$ 65.00	
	Total	\$9,360	\$20,700	\$9,040	\$17,550	\$2,268	\$1,560	\$60,478
					Overhead at 116.62% of Direct Rate			\$70,529
						Profit at 30% of Direct Rate		\$18,143
						Total Labor Cost		\$149,151
	Direct Expenses (Production, Mileage, etc)							\$15,169
							Total	\$164,320
	Direct Expense Breakdown							
	Item	Quantity	Cost Each	Total Item Cost				
	Travel expenses (mileage)	270	\$0.63	\$168.75				
	Graphic supplies		\$1,000.00	\$0.00				
	Arborist Services (allowance, including 1.10 markup)	1	\$15,000.00	\$15,000.00				
	TOTAL			\$15,168.75				

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Modal Operating Administration specific program requirements.]***
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Project title: Amendment No. 3 to the Professional Services Agreement (PSA) with DKS Associates.

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 11/13/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Amendment,
Vicinity Map

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Amendment No. 3 – Professional Services Agreement

Project: Traffic signal modifications at Evergreen Way and 79th Place SE

Partner/Supplier: DKS Associates

Location: Evergreen Way and 79th Place SE

Preceding action: Amendment No. 2, approved on [12/20/2023](#)

Fund: 119 – Street Improvements Fund

Fiscal summary statement:

Amendment No. 3 expands the scope of work to include design of new signal poles and appurtenances and extends the completion date to December 31, 2026. Additionally, this amendment allocates an additional \$88,706 to the project, resulting in a total compensation of \$251,078.

Project summary statement:

This project is to provide for the design of traffic signal improvements and ADA upgrades to the intersection of Evergreen Way and 79th Place SE. Design services will include civil and intersection layout with traffic signal upgrades and reconstruction of curb returns to provide ADA-accessible facilities consistent with current ADA standards. This amendment expands the scope of work to include replacement of outdated 40+ year old concrete signal poles. These poles have proven fragile and, because of their age, require more maintenance than modern poles and do not meet modern standards. During design of this intersection upgrade, an economy of scale was realized regarding this replacement of aged equipment.

Recommendation:

Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement (PSA) with DKS Associates.



**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	DKS Associates
City Manager Project	Corey Hert
	chert@everettwa.gov
Original Agreement Date	3/28/2022

AMENDMENTS		
New Date	Completion	<p>If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026</p> <p>If no new date is entered, this Amendment does not change the Completion Date.</p>
New Compensation Amount	Maximum	
	<p>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.</p>	
	Maximum Compensation Amount Prior to this Amendment	\$162,372
	Compensation Added (or Subtracted) by this Amendment	\$88,706
	Maximum Compensation Amount After this Amendment	\$251,078

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment</p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Amendments	<p>Exhibit A describes supplemented Work</p>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name above

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter name

Signer's Email Address: Enter email address

Title of Signer: Enter title

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 14, 2023

BETWEEN THE CITY OF EVERETT AND DKS ASSOCIATES

Added Scope of Work Traffic Signal Modifications to Include Four New Signal Poles and One Service Cabinet– Evergreen Way at 79th PI SE

Evergreen Way at 79th PI SE PW3783-10-12

Exhibit A - INTRODUCTION

The project will consist of ADA improvements to the intersection of Evergreen Way and 79th PI. SE, including reconstruction of curb returns to provide ADA-accessible facilities to current standards. In-house design for the civil and intersection layout with consultant signals design. Project delivery is design-bid-build with construction to take place in 2025, 2026. This project is a result of a Service Request received in December 2021, requesting upgrades to existing facilities.

Additional design phase services provided by one of the DKS's team's members under **Task Item 1, 6 and, 7** consist of additional project management, additional geotechnical recommendations, new signal pole locations structural foundation design and coordination. Preparation of pre-ad ready plans, estimate, and specifications for submittals, additional plan preparation, estimate, and specifications. Also, revisions based on comments as requested by the City of Everett (City).

In the following the additional scope of work is described in further detail.

Traffic Signal Design

- A. Provide all design for the signal system at 79th at Evergreen Way to include new signal poles and one new service cabinet on existing foundation. The integration of the new signal poles shall be applicable to the current design which is designated at 99% complete.
- B. The Consultant shall review the existing infrastructure and underground utilities maps and meet with City of Everett staff to optimize the type, size and location for the new signal poles and arrange for appropriate geotechnical study to ascertain suitability of the soils for the new signal pole foundations.
- C. Include that the current design for the new traffic signal system, will include the installation of the proposed new signal poles and signal heads. The new signal poles will be incorporated into the proposed traffic signal controller cabinets, electrical service, conduits, conductors, detectors, pedestrian crossing equipment (including countdown signal heads and APS), and signal hardware.

ASSUMPTIONS:

- Consultant will arrange for a geotechnical study with recommendations for foundation design for the new signal poles and perform related design.
- No traffic operational analysis and/or signal timing modifications.
- No stormwater drainage analysis and design.

- Analyses, design, plans, specifications, and estimates performed or prepared, as part of this project will be in English units and US dollars (2024).
- Plans will be prepared using AutoCAD 2020.

The City will provide the following items and services to the CONSULTANT which will facilitate the work to be undertaken for project. The CONSULTANT is entitled to rely upon the accuracy and completeness of the data furnished by the City:

- City will facilitate a field reconnaissance meeting with City Signal Maintenance staff and the Consultant for the purpose of verification of existing signal infrastructure including junction boxes, conduits, wires, and traffic signal cabinet connections.
- Coordination for utility franchising and agreements.
- Right-of-way coordination, negotiation, and acquisition, if needed.
- **Geotechnical information if required.**
- Any pertinent record drawings, plans, reports, and information on the current project and on public works and/or private projects within the immediate vicinity.
- Base Map.
- Civil design and intersection layout for all appurtenances, signal, and traffic control devices, crosswalks, striping and all other aspects to the design with the exception of Signal Design
- Existing as-builts in PDF and CAD format (if available) for projects at or around the intersection.
- Timely reviews of all work at mutually agreed upon times and consolidation of all review comments onto one review set prior to return to the CONSULTANT.
- Field review of proposed improvements with the CONSULTANT.
- Payment of applicable review and/or permit fees.
- Project specifications front ends
- Advertisement for bids. City of Everett
- Public involvement coordination and meeting, if needed.
- Environmental permit applications, if required.
- Stakeholder coordination. The consultant will assist as needed.
- City of Everett electronic CAD standards and details.

SUPPLEMENTAL DESIGN PHASE SCOPE OF SERVICES

The additional Scope of Services described below are the work elements to be accomplished by the Consultant as summarized under each Task. This supplemental scope consists of the following work elements:

(The task numbers below correspond to the original Scope of Services.)

Task 1 – Project Management (Supplemented)

Task 6 – 90% Design Revised (Supplemented)

Task 7 – Final Ad-Ready Design Submittal (Supplemented)

The extra services are identified in the detailed Scope of Services below.

Task 1 – Project Management (Supplemented)

This task includes project administration, meeting coordination, and design team management.

Work Elements:

- Consultant Team Meetings – Signal Pole Kickoff meeting and approximately two (2) additional team meetings are assumed for the additional design services.
- Monthly Progress Reports and Invoicing – approximately one (1) extra progress reports containing a narrative that identifies and describes significant activities performed in the previous month.
- Signal Design Team Management – below is a list of continued tasks to be provided for the duration of the additional design:
- Schedule and coordinate with design team.
- Monitor project budget.
- Maintain regular informal contact telephone discussions and electronic mail.

Deliverables:

- Invoices and Progress Reports
- Coordination phone calls and emails

Task 6 90% DESIGN SUBMITTAL Supplemented

The CONSULTANT will prepare 90% complete design plans incorporating the new signal poles in AutoCAD format following City of Everett's standard plan preparation formats.

The CONSULTANT will provide documentation of their QA/QC process to the City for review and copies of QA/QC mark-ups will be submitted as part of each design submittal.

The CONSULTANT will update specifications for their own design elements to a 90% level. The City will compile the project specification for the whole project, including division one of the specification.

The CONSULTANT will update quantity takeoffs and prepare a 90% estimate of probable construction costs which will include the new signal poles and appurtenances.

Deliverables:

- Revised 90% Plans, Specification & Estimate in electronic format (native and PDF)
- Geotechnical investigation and report regarding foundation and signal pole design.

Task 7. Final Ad-Ready DESIGN SUBMITTAL (supplemented)

The CONSULTANT will review and address the City comments on the 90% design submittal and prepare final design plans.

The CONSULTANT will provide documentation of their QA/QC process to the City for review and copies of QA/QC mark-ups will be submitted as part of each design submittal.

The CONSULTANT will update specifications to a final design level. The City will compile the project specification for the whole project, including section one of the specification.

The CONSULTANT will update quantity takeoffs and prepare a final estimate of probable construction costs.

The CONSULTANT will attend the 90% design review meeting to clarify and address review comments. The meeting will be up to one hours long, and the CONSULTANT will document responses to ensure that any outstanding issues are addressed.

Deliverables:

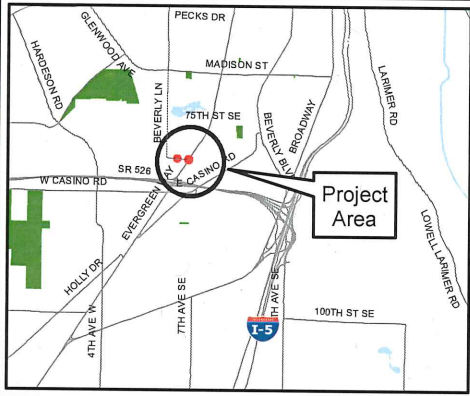
- Final Ad-Ready Plans, Specification & Estimate in electronic format (native and PDF)
- 90% comment and resolution documentation.

Evergreen Way at 79th ADA Improvements

ADA Improvement
Area



0 75 150
Feet



79TH PL SE



EVERGREEN WAY

EVERGREEN WAY



City Council Agenda Item Cover Sheet

Project title: Kasch Park Baseball Field Management Agreement

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 11/13/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Management Agreement

Department(s) involved:

Parks and Facilities
Administration
Legal
Procurement

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Kasch Park Baseball Field Management Agreement

Partner/Supplier: NWS Holdings, LLC

Location: 8811 Airport Road, Everett

Preceding action: General RFP consent [10/25/23](#)

Fund: 101-3473335043

Fiscal summary statement:

The proposed agreement to allow NWS Holdings, LLC to manage the ballfields 1-4 at Kasch Park on behalf of the City is for eleven-years with an option for extension. Revenue generated from the agreement for the first eleven years will be \$747,820.68. There will also be a capital investment of new infield turf, fencing, and safety netting. Additionally, the Parks Department will be able to reallocate staff to other areas as NWS Holdings will take over maintenance of the site.

Project summary statement:

Annually the city puts out a General Request for Proposals. The general RFP process provides an avenue for suggestions that could result in public private partnerships that will increase recreation opportunities for the public, repurpose or recondition park assets for community use and generate revenue for the City of Everett Parks & Facilities department. General Request for Proposal #2023-126 was released on October 31, 2023. On January 9, 2024, the City received proposal responses. One of the proposals was from NWS Holdings, LLC proposing to partner with the City to make improvements and provide management of the Kasch ballfields 1-4. Adding infield turf, fencing, and safety netting will improve access by providing year-round playability and improve safety for local and national teams at the site. The management agreement will also maintain existing revenue and reduce maintenance expenses for the City. Staff are recommending awarding the management agreement to NWS Holdings, LLC. The agreement would start January 1, 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Kasch Park baseball field management agreement.



MANAGEMENT AGREEMENT AND LICENSE

This Management Agreement and License (this “**Agreement**”) is dated as of January 1, 2025, and is between the CITY OF EVERETT, a Washington municipal corporation (*the “City”*), and NWS HOLDINGS, LLC, a Washington limited liability company (“**NWS**”).

RECITALS

- A. The City operates and provides a variety of recreational programs as part of its parks and recreation services.
- B. The City issued the Request for Proposal referenced below in the Basic Provisions, seeking proposals for public-private partnerships for parks properties. NWS responded with a proposal to improve and manage the ballfield complex, Fields 1-4, at Kasch Park.
- C. The City and NWS desire to enter into this Agreement to provide for the management, improvement, and operation of the ballfield complex, Fields 1-4 at Kasch Park.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

BASIC PROVISIONS

Solicitation	2023-126	
Manager/Licensee	NWS Holdings, LLC.	
	P.O. Box 706	
	Puyallup, WA 98371	
	Contact Name: Lee Larson	
	Contact Email: llarson@perfectgame.org	
Term	Beginning Date: January 1, 2025 End Date: December 31, 2035	Extension Terms are as set forth in <u>Exhibit D</u> .
Ballfield Property	Kasch Park Ballfield Complex, Fields 1-4 A depiction of the Ballfield Property is attached as <u>Exhibit A</u> , together with a legal description of the real property of which the Ballfield Property is a part.	

City Notice Address	Parks and Facilities Department City of Everett 2930 Wetmore Ave Everett, WA 98201																													
Monthly Fee	<table><tr><th>Time Period</th><th>Monthly Fee</th></tr><tr><td></td><td></td></tr><tr><td>2025</td><td>\$5,000.00</td></tr><tr><td>2026</td><td>\$5,000.00</td></tr><tr><td>2027</td><td>\$5,150.00</td></tr><tr><td>2028</td><td>\$5,303.50</td></tr><tr><td>2029</td><td>\$5,463.64</td></tr><tr><td>2030</td><td>\$5,627.54</td></tr><tr><td>2031</td><td>\$5,796.37</td></tr><tr><td>2032</td><td>\$5,970.26</td></tr><tr><td>2033</td><td>\$6,149.37</td></tr><tr><td>2034</td><td>\$6,333.85</td></tr><tr><td>2035</td><td>\$6,523.86</td></tr><tr><td colspan="2">NWS must also pay leasehold excise tax, as set forth in Section 3 below.</td></tr></table>		Time Period	Monthly Fee			2025	\$5,000.00	2026	\$5,000.00	2027	\$5,150.00	2028	\$5,303.50	2029	\$5,463.64	2030	\$5,627.54	2031	\$5,796.37	2032	\$5,970.26	2033	\$6,149.37	2034	\$6,333.85	2035	\$6,523.86	NWS must also pay leasehold excise tax, as set forth in Section 3 below.	
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NWS must also pay leasehold excise tax, as set forth in Section 3 below.																														
City-Provided Services to Ballfield Property	City will provide electricity, water, and gas for the Ballfield Property for an initial amount of \$12,000/year, which will be paid by NWS to the City in monthly installments of \$1,000/month effective January 1, 2025, and which is in addition to the monthly fee. Beginning the January 1 after the first year of completed Services (as defined in <u>Exhibit B</u>) after completion of turf infields (as described in <u>Exhibit C</u>), this annual amount will be adjusted each year, with the intent that annual amount will cover the City’s annual cost to provide electricity, water, and gas to the Ballfield Property.																													
Exhibits	<u>Exhibit A</u> : Legal Description / Depiction of Ballfield Property <u>Exhibit B</u> : Standards for Operation and Management of Ballfield Property <u>Exhibit C</u> : NWS Initial Project <u>Exhibit D</u> : Extension Term <u>Exhibit E</u> : City Owned Inventory List All exhibits and attachments to exhibits are incorporated into this Agreement.																													

GENERAL PROVISIONS

- BALLFIELD PROPERTY.** The City licenses to NWS the Ballfield Property to manage and use as set forth in this Agreement and to provide the Services (as defined in Exhibit B). NWS has examined the Ballfield Property and is in all respects familiar with the Ballfield Property and the improvements in the Ballfield Property. NWS accepts the Ballfield Property and its improvements in their "as is" condition. NWS further acknowledges and

agrees that (a) except as specifically provided in this Agreement, the City has made no representations or warranties to NWS with respect to the Ballfield Property, (b) any express or implied representations or warranties made by or on behalf of the City prior to the date hereof, unless expressly set forth in this Agreement, are hereby revoked and canceled and shall have no force or effect, (c) NWS is not relying on any representations or warranties by any person regarding the Ballfield Property, and (d) except as may be otherwise specifically provided in this Agreement, the City has no obligation to maintain, repair, replace or construct any improvements to the Ballfield Property.

2. **USE OF BALLFIELD PROPERTY.** During the Agreement Term, NWS will use the Ballfield Property in accordance with this Agreement:

- (a) NWS shall be the City's manager and operator of the Ballfield Property and provide the Services in accordance with the use, management and operational standards set forth in Exhibit B. The City will provide assistance and service only to the extent provided in Exhibit B and this Agreement.
- (b) NWS shall construct improvements on the Ballfield Property in accordance with Exhibit C.

NWS shall use the Ballfield Property only for the purposes stated above and in Exhibits B and C attached hereto. NWS shall not use or permit the use of the Ballfield Property for any other purpose or use without the prior written consent of the City, which may be withheld at the City's sole discretion. NWS shall abide by the rules and regulations consistent with this Agreement governing Kasch Park that may be made by the City from time to time. NWS shall use reasonable methods to induce customers, field-users, clients and all persons invited by NWS to observe such rules and regulations.

3. **MONTHLY FEE AND LEASEHOLD EXCISE TAX.**

- (a) Monthly Fee. NWS shall pay the City the monthly fee and utility installment payments as set forth in the Basic Provisions. During the term of this Agreement, NWS shall pay the fees and payments stated in the Basic Provisions by the tenth (10th) day of each calendar month of the Term to:

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

Or such other place as the City may from time to time designate in writing. If any monthly fee or other amount due to the City hereunder is, at any time, ten (10) or more days past due, NWS shall pay a late charge equal to ten percent (10%) of the past due monthly fee(s). In addition, interest will accrue on the past due amount from the date due until paid in full at a per annum rate, which is the lesser of the highest interest rate permitted by applicable law or twelve percent (12%) per annum. NWS shall make all monthly fee payments without deduction or offset unless otherwise specifically allowed by this Agreement.

- (b) Leasehold Excise Tax. NWS shall pay the City, all leasehold excise tax, as required by RCW 82.29A or successor statute, in lieu of real property taxes, and any taxes levied or assessed in lieu of the foregoing, in whole or in part (collectively, "*leasehold excise tax*"). Leasehold excise tax is calculated by the State of Washington using a percentage multiplier of either payment required under this Agreement or an imputed fair market value, and as a result, NWS shall be responsible for any increases in leasehold excise tax that result from an increase in monthly fees for the Ballfield Property or otherwise over the term of the Agreement, or for the increases due to an increase in the statutory rate during the term of this Agreement. If NWS provides the City with a proof of exemption from payment of leasehold excise tax issued by the Washington State Department of Revenue, then NWS shall not be required to pay leasehold excise tax for the period that such exemption is effective. If the exemption is of limited duration, NWS shall be required to obtain documented renewal of such exemption and provide such to the City in order to claim continued exemption under this Agreement.
4. **TERM.** The Term of this Agreement is from the Beginning Date to the End Date as set forth in the Basic Provisions, unless terminated earlier as set forth in this Agreement. The Term may be extended as set forth in Exhibit D attached hereto.
5. **TERMINATION.**
- (a) The City may terminate this Agreement after NWS Event(s) of Default in circumstances as set forth in Section 15. This right is in addition to any other rights at law or in equity.
- (b) The City may terminate this Agreement at any time for public convenience during the initial Term or any Extension Term effective upon at least six months prior written notice to NWS, with the City paying NWS the Convenience Termination Payment (defined below) as set forth in Exhibit C (or Exhibit D, as applicable). The Convenience Termination Payment is complete compensation to NWS for the City's termination of this Agreement for convenience.
- (c) NWS may provide final notice of uncured default after City Event(s) of Default in accordance with Section 16 below. If after such notice City Event(s) of Default are not cured and certain payments made to NWS as required in Section 16, then the City will be deemed for all purposes to have elected to terminate this Agreement for convenience, with the City paying NWS the Convenience Termination Payment as set forth in Exhibit C (or Exhibit D, as applicable). The Convenience Termination Payment is complete compensation to NWS for any and all previous City noncompliance with the Agreement up to the Agreement termination date and for the City's termination of the Agreement for convenience.
6. **COMPLIANCE WITH LAW.** NWS shall not do anything or permit anything to be done in or about the Ballfield Property which will in any way violate or conflict with any applicable federal, state or local law. This includes without limitation NWS compliance with chapter 39.12 RCW (Prevailing Wages) as applicable. Unless otherwise provided in this

Agreement or agreed in writing by the City, NWS must at NWS's sole cost acquire all permits required by law or regulation necessary for NWS use of the Ballfield Property.

7. **INSPECTION AND RIGHT-OF-ENTRY.** The City and its agents shall have the right, but not the duty, to enter upon and inspect the Ballfield Property at any time to determine whether NWS is complying with the terms of this Agreement.

8. **MAINTENANCE OF BALLFIELD PROPERTY.**

- (a) NWS shall at all times throughout the Term keep the Ballfield Property in good order, condition and repair. NWS shall maintain the Ballfield Property in a safe, clean, orderly and neat appearance, and shall not permit any offensive odors to emit from the Ballfield Property and shall not commit waste nor permit any waste to be committed in the Ballfield Property. NWS shall not use or permit the use of the Ballfield Property in any manner that may create a nuisance. NWS shall use care to avoid damaging or destroying City property by reason of its operations pursuant to this Agreement. Any damage caused by NWS to the City or other property shall be promptly repaired or replaced by NWS.
- (b) Except to the extent this Agreement or the current Agreed Service Plan (as described in attached Exhibit B) specifically states otherwise, NWS at NWS's sole cost is responsible for maintenance of the Ballfield Property.
 - i. Without limiting the foregoing, NWS is responsible for all maintenance practices associated with maintaining the turf warranty for the athletic fields on the Ballfield Property. NWS will schedule and pay for a third party to perform impact attenuation testing as recommended by the turf manufacturer.
 - ii. Except for maintenance attributable (a) to NWS's breach of its obligations under this Agreement, (b) to NWS's acts or omissions or those of NWS's employees, agents or contractors, or (c) to improvements made by NWS, the City will maintain at the City's cost the ballfield lighting (including ballasts, poles and bulb changes), repair/replacement of the restroom/concession roof, and the repair/replacement of underground utility/sewer pipes. This does not include irrigation or above-ground plumbing, all of which are the responsibility of NWS. NWS is responsible for maintenance for all other Ballfield Property real property, fixtures and equipment, including: bleachers, foul poles, flagpole and message boards, restroom sinks, urinals, toilets, and hand dryers, ball returns, dug out covers, and fence caps.
- (c) NWS will develop **an annual written comprehensive maintenance plan** for the annual approval of the City Park & Facilities Director or designee. The plan will include, but is not limited to, details of the NWS's delivery of daily, weekly, monthly, quarterly, and annual tasks associated with athletic field maintenance, cultural and grooming practices, including impact attenuation testing as needed. The plan will also include maintenance of any surrounding grass or vegetation,

physical structures supporting the ballfield complex such as offices, restroom, kitchen, and storage areas. The annual plan will also highlight any requested and unresolved maintenance or facility replacement needs that are the responsibility of the City.

- (d) If NWS's maintenance of the Ballfield Property is not in compliance with this Agreement or the approved annual written comprehensive maintenance plan, the City shall have the right, but not the duty, to provide written notice to NWS in accordance with Section 16 below. However, in the event of non-compliant emergency conditions or circumstances requiring immediate attention to prevent injury or property damage, the City shall have the right, but not the duty, to immediately enter upon the Ballfield Property to remedy the non-compliant emergency conditions or circumstances requiring immediate attention to prevent injury or property damage (and the City may bar use of Ballfield Property until such remedy is complete), and NWS shall reimburse the City for all costs and expenses incurred by the City in connection with the remedy of such conditions or circumstances within thirty (30) days after demand.

- 9. **THE CITY'S ACCESS FOR REPAIRS.** The City reserves the right to make repairs, alterations, connections or extensions to the Ballfield Property or to the utility lines within the Ballfield Property, so long as such repairs, alterations, connections or extensions are not inconsistent with this Agreement. Except in cases of emergency conditions or circumstances requiring immediate attention to prevent injury or property damage (in which case the City has the right, but not the duty, to enter the Ballfield Property as necessary for the repair work and may bar use of Ballfield Property until such work is complete), the City and NWS will reasonably cooperate to schedule City work under this Section at mutually agreeable times. This Section 9 does not create any duty on the part of the City to make repairs.
- 10. **ALTERATIONS; SIGNS.** Except as may be otherwise provided in Exhibit B attached hereto, NWS shall not make or permit to be made any alterations, additions, improvements or installations in or to the Ballfield Property (including telecommunication facilities), or place signs or other displays visible from outside of the Ballfield Property, without first obtaining the written consent of the City, which may be withheld in the City's sole discretion. Except as may be otherwise provided in Exhibit C attached hereto, prior to any alteration of the Ballfield Property, NWS will supply the City with a drawing and any necessary specifications relating to its proposed alteration of the Ballfield Property. The City's review, comments, and approval shall not create any City liability for any action or inaction relating to such review, and NWS shall remain wholly responsible for the safety, adequacy, suitability, utility, and constructability of its alteration. NWS shall be authorized to perform alterations only to the extent and under such terms and conditions as the City, in its absolute discretion, shall specify. All alterations performed by NWS shall be (a) completed in accordance with the plans and specifications approved by the City; (b) completed in accordance with all applicable law (including, without limitation, Chapter 39.12 RCW); (c) carried out promptly in a good and workmanlike manner; (d) completed with all new materials; and (e) free of defects in materials and workmanship.

11. **SUBLETTING AND ASSIGNMENT.** This Agreement and the license hereunder are personal to NWS and may not be transferred, assigned, subletted, conveyed, pledged, inherited, encumbered, or hypothecated. Except as may be specifically allowed under Exhibit B, NWS shall not sublet the whole or any part of the Ballfield Property, nor assign this Agreement, or any part thereof, without the prior written consent of the City, which consent may be withheld at the City's sole discretion. This Agreement is not assignable by operation of law.

12. **CITY-PROVIDED SERVICES, UTILITIES AND OTHER CHARGES.**

- (a) City-Provided Services. The City shall provide the Ballfield Property with services, if any, as described in the Basic Provisions of this Agreement. NWS shall pay the City for utility services as set forth in the Basic Provisions. With respect to a City failure to provide water, sewer, electricity and/or gas service as required under this Agreement to the Ballfield Property, if such failure continues for a period of more than seven days after NWS has delivered to the City written notice thereof, then NWS is not obligated to pay utility payments until the failure is cured, with monthly fees and utility payments for portions of a month prorated daily.
- (b) Utilities and Other Charges. With respect to services other than those described as City-provided in the Basic Provisions of this Agreement, NWS shall be responsible for, and pay prior to delinquency, all charges for utilities or services used or consumed on or supplied to the Ballfield Property. NWS shall pay when due all license fees, excise taxes, business and occupation taxes and any other fees and taxes pertaining to the business conducted on the Ballfield Property and all personal property taxes levied with respect to all NWS's personal property located at the Ballfield Property.

13. **SURRENDER OF BALLFIELD PROPERTY/REMOVAL OF PERSONAL PROPERTY.** NWS shall, at the expiration or earlier termination of this Agreement, surrender and deliver the Ballfield Property to the City (i) in as good or better condition as when received by NWS from the City or as later improved, reasonable use and wear excepted, and (ii) free from any occupancy by any person. Upon the expiration or earlier termination of this Agreement, NWS may remove its personal property and equipment if (i) such items are readily moveable and are not attached to the Ballfield Property; (ii) such removal is completed prior to the expiration or earlier termination of this Agreement; and (iii) NWS immediately repairs all damage caused by or resulting from such removal. The NWS project(s) (as described in Exhibit C or Exhibit D, as applicable) shall become the property of the City and shall remain upon and be surrendered with the Ballfield Property, in good condition, reasonable use and wear excepted. Alterations other than such NWS projects shall become the property of the City and shall remain upon and be surrendered with the Ballfield Property unless the City requires their removal. If removal is required, NWS shall, at its sole cost and expense, remove all (or such portion as the City shall designate) of alterations of the Ballfield Property by NWS, repair any damages resulting from such removal and return the Ballfield Property to the same condition as existed prior to such alterations of the Ballfield Property by NWS.

14. **FORCE MAJEURE.** Whenever a Party has an obligation under this Agreement (other than with respect to the payment of money to a Party or to bankruptcy/insolvency), non-performance of the obligation by such Party shall be excused for, and the period of time for the performance of the obligation shall be extended by, the number of days that the performance is actually delayed due to (a) general strikes, (b) acts of God, (c) war, (d) terrorist acts, (e) civil disturbances, (f) floods, (g) earthquakes, (h) fires, (i) pandemics, (j) the failure of any governmental entity to approve and issue any business, occupancy, or special-use permit when the Party has submitted a complete application for such permit and such Party is legally entitled to approval and issuance based on the complete application, (k) failures or disruptions by non-Party utility providers such electric, gas, and internet providers, or (l) other causes beyond the reasonable control of the performing Party, and, with respect to NWS' performance, any delays incurred by NWS as a result of the nonperformance or delay by the City of any of its obligations hereunder, and, with respect to the City's performance, any delays incurred by the City as a result of the nonperformance or delay by NWS of any of its obligations hereunder ("**Force Majeure**"). Any Party claiming a right to a Force Majeure extension shall notify the other Party in writing immediately of the claimed right to an extension and the specific claimed basis for the extension. Any extension of time under this Section 14 is in addition to the cure periods provided under Sections 15 and 16 below or elsewhere in this Agreement. In the event of Force Majeure occurring after the completion of the NWS Initial Project that is beyond the reasonable control of NWS and that causes NWS to be completely unable to operate its business on the Ballfield Property, then, effective on written notice thereof from NWS to the City, NWS is not obligated to pay monthly fees or utility payments until such Force Majeure no longer causes NWS to be completely unable to operate its business on the Ballfield Property, with monthly fees and utility payments for portions of a month prorated daily.

15. **NWS EVENT OF DEFAULT.** Each of the following occurrences is an "**NWS Event of Default**":

- (a) Payment Default. It is an NWS Event of Default for NWS to fail to pay to the City the monthly fee or utility payments or any other amount due under this Agreement if such failure continues for a period of more than ten (10) days after the City has delivered to NWS written notice thereof. If the total outstanding amount including interest of NWS Event(s) of Default under this subsection (a) exceeds \$15,000, then the City may elect one or more of the following options:
 - i. The City may turn off water, sewer, electricity and/or gas service to the Ballfield Property until overdue amounts are paid in full.
 - ii. The City may seek judgment from a court of competent jurisdiction for the overdue amounts.
 - iii. The City may deliver a notice of termination as set forth below in this Section 15.

- (b) Failure to Complete NWS Project(s). It is an NWS Event of Default for NWS to fail to complete the required NWS Initial Project or NWS Extension Term Turf Project in accordance with the attached Exhibit C and Exhibit D, in which case this Section 15 does not apply and remedies for such NWS Event(s) of Default are as set forth in Exhibit C and Exhibit D.
- (c) Abandonment. It is an NWS Event of Default for NWS to abandon or vacate the Ballfield Property or any substantial portion of the Ballfield Property combined with the non-payment of monthly fee. If such abandonment with monthly fee non-payment occurs more than three consecutive months, then the City may issue a notice of termination as set forth below in this Section 15.
- (d) Other Defaults. Except as otherwise provided in this Section or elsewhere in this Agreement, it is an NWS Event of Default for NWS to fail to perform, comply with, or observe any other agreement or obligation of NWS under this Agreement **(including without limitation failure to maintain or repair the Ballfield Property as required under this Agreement or failure to provide the Services as set forth in the attached Exhibit B)** if such failure continues for a period of more than thirty (30) days after City has delivered to NWS written notice thereof or such shorter or longer period expressly provided elsewhere in this Agreement (provided, if the nature of NWS's failure is such that more time is reasonably required in order to cure, an NWS Event of Default shall not be deemed to have occurred and such failure may be cured if NWS commences to cure such failure within such period and thereafter reasonably, continuously, and diligently pursues the cure to completion). If NWS does not so proceed to cure the NWS Event(s) of Default under this subsection (d), then the City may undertake one or more of the following remedies:
- i. The City may enter upon the Ballfield Property and/or take other action(s) as reasonably necessary to remedy the NWS Event(s) of Default (and the City may bar use of Ballfield Property until such remedy is complete), and NWS shall reimburse the City for all costs and expenses incurred by the City in connection with the remedy, plus a 20% administration fee thereon, within thirty (30) days after demand.
 - ii. The City may seek specific performance for the NWS Event(s) of Default from a court of competent jurisdiction.
 - iii. The City may turn off water, sewer, electricity and/or gas service to the Ballfield Property until the NWS Event(s) of Default are cured.
 - iv. The City may issue a notice of termination as set forth below in this Section 15.
- (e) Insolvency. The filing of a petition by or against NWS is an NWS Event of Default if such filing (i) is in any bankruptcy or other insolvency proceeding; (ii) seeks any relief under any state or federal debtor relief law; (iii) is for the appointment of a liquidator or receiver for all or substantially all of NWS's property or for NWS's

interest in this Agreement; or (iv) is any assignment for the benefit of creditors proceeding; however, if such a petition is filed against NWS, then such NWS Event of Default will be deemed cured if NWS has the proceedings initiated by such petition dismissed within ninety (90) days after its filing. If the proceedings are not so dismissed, then the City may issue a notice of termination as set forth below in this Section 15.

The City may deliver to NWS a written notice of termination in the circumstances as set forth above in this Section 15. Within thirty (30) days after such delivery (or such longer time as the City in its sole discretion may provide), NWS must (1) cure the NWS Event(s) of Default; (2) pay all amounts due and owing to the City under this Agreement, so that NWS is fully current under the Agreement; and (3) pay to the City a \$2500 reinstatement fee. If such cure and payments do not so occur, then this Agreement terminates upon the expiry of the thirty (30) days (except for provisions necessary for the City to exercise its remedies hereunder) and NWS must immediately surrender and deliver the Ballfield Property to the City in accordance with Section 13 above.

16. CITY EVENT OF DEFAULT.

Except as otherwise provided in this Section or elsewhere in this Agreement, it is a "**City Event of Default**" for the City to fail to perform, comply with, or observe any agreement or obligation of the City under this Agreement (**including without limitation failure to maintain or repair the Ballfield Property as required under this Agreement**) when such failure continues for a period of more than thirty (30) days after NWS has delivered to the City written notice thereof or such shorter or longer period expressly provided elsewhere in this Agreement (provided, if the nature of the City's failure is such that more time is reasonably required in order to cure, a City Event of Default shall not be deemed to have occurred and such failure may be cured if the City commences to cure such failure within such period and thereafter reasonably, continuously and diligently pursues the cure to completion). If the City does not so proceed to cure the City Event of Default, then the NWS may undertake one or more of the following:

- (a) With respect to maintenance and repair of the Ballfield Property, NWS may take such actions as reasonably necessary to remedy the City Event(s) of Default, and NWS may recover from the City all costs and expenses incurred by NWS in connection with the remedy, plus an 20% administration fee thereon, by deduction of such amounts from monthly fees and utility payments otherwise due and/or by demand for payment, which the City will pay within thirty (30) days after demand.
- (b) NWS may seek specific performance from a court of competent jurisdiction.
- (c) In the event that the uncured City Event(s) of Default are material, causing NWS to lose a substantial portion of the overall benefit to NWS of this Agreement, then NWS may issue a final notice of uncured default as set forth below in this Section 16.

NWS may deliver to the City a written final notice of uncured default in the circumstances set forth above in this Section 16. In order for such notice to be effective, a copy of the notice must be delivered to the Office of the City Attorney and labelled "Final Notice of Uncured Default under Kasch Park Ballfield Management Agreement and License." NWS may not deliver a final notice of uncured default if at time of delivery there exists an uncured NWS Event of Default beyond the applicable cure period. Within thirty (30) days after such notice delivery (or such longer time as NWS in its sole discretion may provide), the City must (1) cure the City Event(s) of Default and (2) pay to NWS a \$2500 reinstatement fee. If such cure and payments do not so occur, then the Agreement terminates upon expiry of the thirty (30) days and the City will be deemed for all purposes to have elected to not cure the City Event(s) of Default and instead to have exercised the City's right to terminate this Agreement for convenience under Section 5(c) above, with payment to NWS of the Convenience Termination Payment as set forth in Section 5(c) and Exhibit C (or Exhibit D, as applicable).

17. INDEMNIFICATION

- (a) Indemnity. NWS shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses for personal injury or property damage, including attorney's fees, arising out of or relating to (a) NWS's use of the Ballfield Property or from the conduct of NWS's business or from any activity, work, or other things done or permitted by NWS in or about the Ballfield Property, (b) any breach or default in the performance of any obligation on NWS's part to be performed under the terms of this Agreement, (c) any act or omission, negligence or NWS misconduct of NWS, or any officer, agent, employee, guest, or invitee of NWS, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. NWS, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Ballfield Property from any cause other than and to the extent of the City's gross negligence or willful misconduct. NWS shall give prompt notice to the City in case of casualty or accident in the Ballfield Property. This Section shall survive the expiration or termination of this Agreement. For the purposes of this Agreement, the claims, actions, damages, liability and expenses for which NWS must indemnify, defend and hold harmless the City are referred to as "**Covered Claims.**" In this Section, the term "City" means the City, and its officers, employees, agents, and contractors.
- (b) Concurrent Fault. This Section does not purport to indemnify the City against liability for Covered Claims caused by or resulting from the sole gross negligence or willful misconduct of the City or from an uncured City Event of Default. If Covered Claims are caused by or result from the concurrent negligence of (i) the City and (ii) NWS, its agents, servants, employees, officers, subcontractors, sublicensees, successors or assigns, then this Section will provide the City the maximum indemnification permitted by law.

- (c) Washington Law. This Section is specifically and expressly intended to constitute a waiver of NWS 's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the City with a full and complete indemnity from claims made by NWS and its employees, to maximum extent allowed by law. THE CITY AND NWS ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.
- (d) Waiver and Release. The City shall not be liable to NWS, or its directors, officers, shareholders, agents, employees, invitees, sublicensees, contractors or subcontractors, for any loss, injury or damage to NWS or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of the City or its employees or from an uncured City Event of Default. As a material part of the consideration to the City for this Agreement, NWS hereby waives and releases all claims against the City with respect to all matters for which the City has disclaimed liability pursuant to the provisions of this Agreement.

18. INSURANCE/WAIVER OF SUBROGATION.

- (a) NWS Insurance. NWS shall, throughout the Term, at its own expense, keep and maintain in full force and effect each and every one of the following policies, each of which shall be endorsed as needed to provide that the insurance afforded by these policies is primary and that all insurance carried by the City and the City's self-insurance is strictly excess and secondary and shall not contribute with NWS's liability insurance:
 - (i) A policy of commercial general liability insurance, including a contractual liability endorsement covering NWS's obligations under Section 15 above, insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Commencement Date of this Agreement of not less than Two Million Dollars (\$2,000,000.00) per occurrence and location. NWS shall include the City and the City's officers, elected officials, employees, agents, and volunteers as additional insureds. The limit shall be reasonably increased during the Term at the City's request. This policy (or a separate policy acceptable to the City) must include athletic participant coverage.
 - (ii) "Special Form" property insurance (which is commonly called "all risk") covering NWS's alterations and any and all furniture, fixtures, equipment, inventory, improvements and other property in or about the Ballfield Property which is not owned by the City, for the then, entire current replacement cost of such property.
 - (iii) A policy of worker's compensation insurance if and as required by applicable law and employer's liability insurance with limits of no less than

One Million and No/100 Dollars (\$1,000,000.00). The limit shall be reasonably increased during the Term at the City's request.

- (v) In the event NWS acquires company automobiles, a policy of comprehensive automobile liability insurance, including loading and unloading, and covering owned and hired vehicles with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence. The limit shall be reasonably increased during the Term at the City's request.
- (b) All insurance policies required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class VII. Each policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to the City. NWS shall deliver to the City, prior to the commencement of its occupation of the Ballfield Property and, from time to time thereafter, at the City's request, certificates evidencing the existence and amounts of all such policies and copies of such insurance policies. There shall be no deductible amount applicable with respect to NWS' policy of commercial general liability insurance, unless approved in advance by the City in writing. Deductibles for NWS' "special form" property insurance shall be commercially reasonable and customary. There shall be no self-insured retention with respect to the insurance requirements under this Section, unless approved in advance in writing by the City in its sole discretion.
- (c) If NWS fails to acquire or maintain any insurance or provide evidence of insurance required by this Section, the City may, but shall not be required to, obtain such insurance or evidence and the costs associated with obtaining such insurance or evidence shall be payable by NWS to the City on demand together with a fee for overhead and administrative expenses equal to 10% of such costs.
- (d) Waiver of Subrogation. NWS intends that its property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and NWS hereby agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. NWS hereby waives all rights and claims for such losses, and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the rights to the insured to recover thereunder. NWS agrees that its respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

19. HAZARDOUS MATERIALS.

- (a) NWS shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Ballfield Property; provided, however, NWS shall be permitted without notice or the City's

written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by NWS for cleaning and maintenance in the reasonable and prudent conduct of the approved use on the Ballfield Property. NWS further covenants and agrees that at all times during the Term of this Agreement, NWS shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating NWS's occupation and/or operation and/or use of the Ballfield Property.

- (b) **"Hazardous Materials"** means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.
- (c) **"Environmental Laws"** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).
- (d) NWS liability under this Section 19 is limited to storage, use, sale, release, generation or disposal of Hazardous Materials caused by NWS or permitted by NWS. All portions of this Section 19 shall survive the expiration or termination of this Agreement.

20. CASUALTY / TAKING BY PUBLIC AGENCY.

- (a) Casualty. If the Ballfield Property (or necessary access to the Ballfield Property) is damaged by fire, earthquake or other casualty so that NWS is not reasonably able to operate its business on the Ballfield Property (**"Casualty"**), NWS shall give immediate written notice to the City. If (1) the City reasonably estimates that the Ballfield Property and access thereto can be repaired to substantially the condition

which existed prior to the Casualty within one hundred eighty (180) days after the City is notified by NWS of such damage and (2) there are sufficient insurance proceeds available to the City to make such repair, then the City shall proceed with reasonable diligence to so repair the damage and this Agreement shall not terminate, but no monthly fees or utility payments will be due or payable for the period from the date of the notice to the City until the repair is sufficiently complete for NWS to be able to reasonably operate its business on the Ballfield Property. If either of the conditions set forth in (1) and (2) of the previous sentence are not satisfied, then the City may elect, in its sole and absolute discretion, to either:

- i. repair the damage, in which case this Agreement shall continue, but no monthly fees or utility payments will be due or payable for the period from the date of the notice to the City until the repair is sufficiently complete for NWS to be able to reasonably operate its business on the Ballfield Property; or
- ii. terminate this Agreement, in which case the City will pay NWS, to the extent allowed by the City's insurance policies, an amount from insurance proceeds actually received by the City as follows:
 - a. If the Casualty occurs during the initial Term, City will pay the amount from such insurance proceeds that is reasonably attributable as of the date of the Casualty to the value of the NWS Initial Project (and the value of additional approved projects during the initial Term under Section F of Exhibit C, if any); or,
 - b. If the Casualty occurs during the Extension Term, City will pay the amount from such insurance proceeds that is reasonably attributable as of the date of the Casualty to the value of the NWS Extension Term Turf Project (and the value of additional approved projects during the Extension Term under Section F of Exhibit C, if any).

Notice of the City's election shall be delivered to NWS within thirty (30) days after the date the City receives written notice of the damage. Failure by the City to deliver notice within the specified period shall be treated as an election not to repair and to terminate this Agreement. NWS agrees to look to the provider of NWS' insurance for coverage for the loss of NWS' use of the Ballfield Property, damage to NWS' property, and for any other related losses or damages incurred by NWS during any reconstruction period following a Casualty.

- (b) Taking/Acquisition by Public Agency. If the Ballfield Property (or necessary access to the Ballfield Property) is taken or acquired by public or quasi-public agency (other than the City) under any power of eminent domain or

condemnation or other authority or threat thereof such that NWS is unable to operate its business, then (1) if the taking or acquisition is permanent, then this Agreement shall terminate on the date of such taking or acquisition or (2) if the taking or acquisition is temporary, then NWS may elect to either terminate this Agreement or continue this Agreement, in which no monthly fees or utility payments will be due or payable until NWS is able to reasonably operate its business on the Ballfield Property. In any termination under (1) or (2) of the preceding sentence, NWS shall have no claim or interest in or to any payment or award of damages for such taking or acquisition, except that the City will, upon receipt of such payment or award, pay NWS an amount from such payment or award as follows:

- i. If the taking or acquisition occurs during the initial Term, the City will pay the amount of such payment or award of damages that is reasonably attributable as of the date of the taking or acquisition to the value of the NWS Initial Project (and the value of additional approved projects during the initial Term under Section F of Exhibit C, if any); or
- ii. If the taking or acquisition occurs during the Extension Term, the amount of such payment or award of damages that is reasonably attributable as of the date of the taking or acquisition to the value of the NWS Extension Term Turf Project (and the value of additional approved projects during the Extension Term under Section F of Exhibit C, if any).

Subject to the payment to NWS as described in this subsection (b), the City reserves all rights to payments or damages for any public or quasi-public agency taking or acquisition relating to the Ballfield Property or to Kasch Park; NWS assigns to the City any right NWS may have to such payments or damages; and NWS shall make no claim against the City for damages for termination of this Agreement or interference with NWS' business. NWS shall have the right, however, to claim and recover from the taking or acquiring agency compensation for any loss to which NWS may be entitled for NWS' moving expenses or other relocation costs if they are awarded separately to NWS in the taking or acquisition.

21. MISCELLANEOUS.

- (a) Notices. All notices to be given by the Parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in the Basic Provisions of this Agreement. A Party may change its notice address (or email address) effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid. In lieu of the foregoing, either Party may deliver any notice (except notices for Event(s) of Default or notices of Agreement termination or final

notices of uncured default) to the other Party's email address in the Basic Provisions, in which case the notice shall be deemed delivered and effective upon sending.

- (b) Liens. NWS shall keep the Ballfield Property free and clear of all liens and encumbrances arising from or out of its use and occupancy of the Ballfield Property. If any lien is filed against the Ballfield Property or adjacent or underlying property owned by City as a result of the action or inaction of NWS or its employees, agents or contractors, NWS shall upon demand promptly have the lien released or provide City with a bond in the amount required by City to remove the lien of record. Nothing in this Agreement, including this subsection, shall be deemed as a concession that the Ballfield Property, or any other City-owned property, is subject to lien under Washington law.
- (c) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. The subsequent acceptance of monthly fees by the City shall not be deemed to be a waiver of any preceding breach by NWS of any agreement, condition or provision of this Agreement, other than the failure of NWS to pay the particular fee so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such fee. One or more waivers of any breach of any covenant, term, or condition of this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- (d) No Consequential Damages. Notwithstanding any contrary provision herein, the City shall not be liable under any circumstances for injury or damage to, or interference with, NWS's business, or for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. This subsection (d) does not limit the Convenience Termination Payment.
- (e) Nature of License. The City does not warrant its title or ownership of the Ballfield Property, but the City confirms that it otherwise has the right and authority to enter into this Agreement. This license granted hereunder is not exclusive, but the City may only use the Ballfield Property to the extent consistent with NWS' rights under this Agreement. No possessory interest is granted to NWS in the Ballfield Property. This Agreement does not create any rights in any third party.
- (f) Uses Specifically Prohibited. Without limiting the generality of Section 2 above, any use of the Ballfield Property for the following purposes is expressly prohibited and is an NWS Event of Default under this Agreement requiring immediate cure:

- Any use of the Ballfield Property to support or oppose any political party, political platform, ballot measure, and/or candidate for federal, state or local elective office;
 - Any use of the Ballfield Property by groups, organizations, or entities to promote unlawful discrimination based upon race, color, ethnicity, age, religion, handicap, gender or sexual orientation; and
 - Any use of the Ballfield Property that is prohibited under applicable federal, state and local regulations, specifically including without limitation the Everett Municipal Code.
- (g) No Third Party Beneficiary. This Agreement is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, interest, claim or cause of action in or for any third-party.
- (h) No Employment or Agency Relationship. Nothing herein shall be construed as establishing an employment or agency relationship between the City and any employee, agent or contractor of NWS, or between NWS and any employee, agent or contractor of the City.
- (i) Regulatory Authority Reserved. NWS expressly acknowledges that the City is a municipal corporation organized under the laws of the state of Washington and has executed this Agreement in its capacity as owner of the Ballfield Property. Nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the City of Everett's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this Agreement shall be construed as entitling NWS to receive any permit, license or other regulatory approval, or as waiving or excusing NWS's compliance with any applicable regulatory process.
- (j) Risk of Loss to NWS's Property. NWS bears all risk of any and all damage and loss to NWS's property being on the Ballfield Property, except as may be provided otherwise in this Agreement.
- (k) No Liability. NWS agrees that the City, its officials, officers, and employees shall have no liability or obligation whatsoever as a result of any defect or condition of the Ballfield Property, including without limitation latent defects. The City shall have no obligation for any repairs, maintenance, Improvements as defined herein, and/or work of any kind except as expressly set forth in this Agreement.
- (l) Public Records Disclosure. NWS expressly acknowledges that the City is an "agency" as defined by Chapter 42.56 RCW, and is fully subject to the provisions governing the disclosure of public records codified in that statute. To the extent required or otherwise authorized by said statutes or other applicable law:
- Any public records submitted to or generated by the City in connection with this Agreement are potentially subject public to inspection and

copying upon request. NWS expressly waives any claim or cause of action against the City arising out of such disclosure.

- NWS shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by NWS and related to this Agreement. Upon written demand by the City, NWS shall furnish the City with full and complete copies of any such records within ten business days. NWS's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, NWS shall fully indemnify and hold harmless City therefor.

For purposes of this section, the term "public records" shall have the same meaning as defined Chapter 42.56 RCW, as said chapter has been construed by Washington courts. The provisions of this subsection shall survive the expiration or termination of this Agreement.

- (m) Entire Agreement; Amendment. This Agreement, and its exhibits and attachments (all of which are incorporated into this Agreement) represents the entire agreement between the parties relating to the Ballfield Property and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Mayor signing on behalf of the City and a representative of NWS signing on behalf of NWS.
- (n) Severability. If any provision of this Agreement or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this Agreement and any other application of such provision shall not be affected thereby. If this Agreement is invalidated deemed unenforceable in its entirety by a court of competent jurisdiction, such event will be deemed a termination for convenience under Section 5(b).
- (o) Choice of Law and Venue. This Agreement shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this Agreement shall be in Snohomish County, Washington.
- (p) Survivability. All clauses of this Agreement that require performance beyond the expiration of termination of the Agreement shall survive such termination or expiration.
- (q) Business Licenses. NWS agrees to obtain and/or maintain a City of Everett business license, if required by applicable law. NWS also agrees that its performance of this Agreement shall be conclusively deemed to have been performed in Everett and shall pay all applicable local, state, and federal taxes thereon. NWS agrees to register, obtain, and maintain any State of Washington

business licenses, Department of Revenue account and/or unified business identifier as required by RCW 50.04.140 and 51.08.195.

- (r) Recording. The City may record this Agreement or a memorandum thereof.
- (s) Counterparts / Signatures. This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Each signatory hereto represents and warrants that he or she is authorized to sign this Agreement on behalf the party whom he or she is purporting to sign.

[signatures on following pages(s)]

IN WITNESS WHEREOF, the City and NWS have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST

Office of the City Clerk

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

} ss.

This record was acknowledged before me on _____, 20__ by Cassie Franklin as the Mayor of the CITY OF EVERETT, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

NWS HOLDINGS, LLC,
a Washington limited liability company

Signature:  member

Name of Signer: Lee Larson

Signer's Email Address: NWSports2017@gmail.com

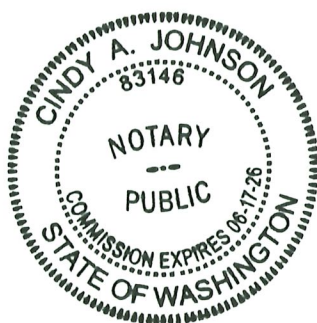
Title of Signer: Member

STATE OF WASHINGTON

COUNTY OF Pierce } ss.

This record was acknowledged before me on 10/23/24, 2024 by Lee Larson as Member of NWS HOLDINGS, LLC, a Washington limited liability company.

[Stamp Below]





Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires 06-17-26

EXHIBIT A

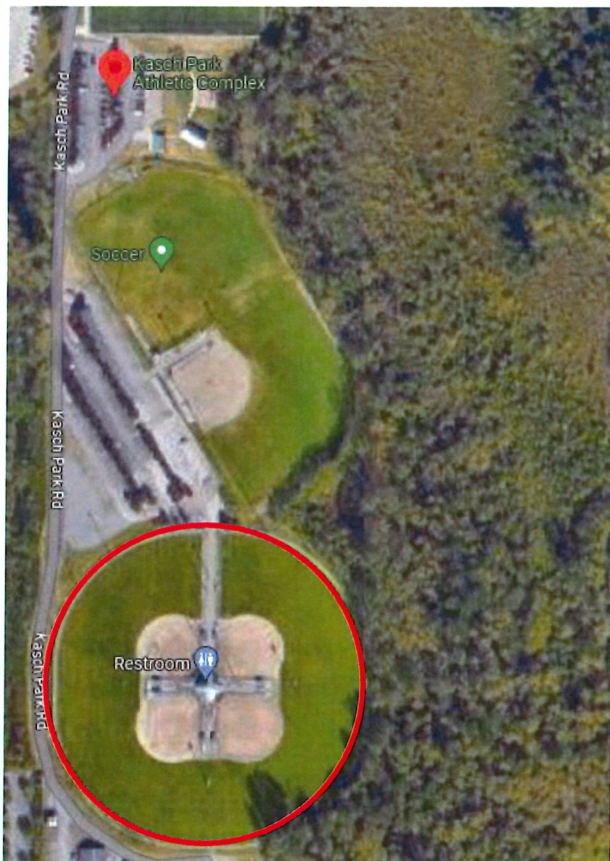
LEGAL DESCRIPTION / DEPICTION OF BALLFIELD PROPERTY

The legal description of Kasch Park is:

That portion of Section 14, T28N, R4E WM described as follows:

Commencing at the South Quarter corner of Section 14, T28N, R4E WM, thence N 0°54'45"W along the center section line a distance of 1319.742 feet to the point of beginning; thence continuing N 0°54'45"W on said center section line a distance of 1319.743 feet to the center of said section; thence N 0°55'36"W along the said center section line a distance of 1316.366 feet to the Northeast corner of the South half of the Northwest quarter; thence N 89°48'49"W a distance of 2636.351 feet to the West line of said section; thence S0°53'34"E along said West section line a distance of 100.018 feet; thence S89°48'49"E a distance of 1791.318 feet; thence S0°53'34"E a distance of 1218.641 feet; thence S0°53'52"E a distance of 1526.181 feet; thence N89°55'56"E a distance of 257.145 feet; thence S0°54'25"E a distance of 95.00 feet; thence N89°55'56"E a distance of 399.996 feet; thence N0°54'25"W a distance of 300.001 feet; thence N89°55'56"E a distance of 188.977 feet to the true point of beginning

Situate in Snohomish County, Washington.



The Ballfield Property is the portion of Kasch Park contained within the red circle in the depiction.

Kasch Park Ballfield Complex, Fields 1-4
8811 Airport Road
Everett, WA 98204

EXHIBIT B

STANDARDS FOR OPERATION AND MANAGEMENT OF BALLFIELD PROPERTY

As described in this Exhibit, NWS is the operator and manager for all aspects of the Ballfield Property, which is Kasch Park Ballfield Complex, Fields 1-4. The services provided by NWS under this Exhibit, which include without limitation the management and operation of the Ballfield Property as set forth below, are referred to as the “**Services.**” NWS shall provide the Services in a generally accepted business-like manner consistent with both parties’ objective of operating high-quality sport fields.

1. Programs, Fees, and Schedules:

- A. NWS will develop, coordinate, and provide athletic services, programs, tournaments, field rentals, and camps for a range of ages and user groups, including, but not limited to, youth, teen, and adult groups of all abilities and genders. So long as field rentals are consistent with this Agreement, prior approval by the City of field rentals is not required.
- B. NWS will provide quality activities and appropriate levels of staff according to schedule of programs and activities, using athletic field standards/best practices.
- C. NWS will work with Parks & Facilities Director or designee to implement and review annually (or periodically) user fees adjustments for athletic field use. All fees charged by NWS for use of the Ballfield Property is subject to the prior approval of the Parks & Facilities Director or designee. These agreed fees will be included in the annual Agreed Service Plan (described below). Unless otherwise in an Agreed Service Plan, fees collected by NWS belong to NWS, and NWS is responsible for all applicable taxes on all such fees. The City acknowledges and agrees that user fees charged by NWS will increase from year to year during the Term of this Agreement or extension thereof.
- D. Unless otherwise determined by the City in writing, NWS will require all field users to either (1) execute a waiver and release in a form pre-approved by the Office of the City Attorney or (2) submit a certificate of insurance to the Parks & Facilities Director or designee showing the City of Everett as an additional insured with commercial general liability limits of at least \$1 million per occurrence. The limits shall be reasonably increased during the Term at the City’s request.

2. Staffing, Supervision, and Training:

- A. NWS will adopt and implement athletic field operational and safety standards consistent with industry practices for athletic facilities similar to the Ballfield Property.
- B. NWS will ensure that all staff have a valid Washington State Patrol background check performed annually, and that NWS’s employees meet City eligibility requirements in regard to Washington State Patrol background check information.
- C. NWS will ensure that all staff are appropriately trained in the safe and effective operations of athletic field operations and maintenance.

3. Marketing:

- A. At NWS's request, the City will provide a location on the exterior of the Ballfield Property for NWS to install a sign. This sign must be preapproved by the City and such approval is at the City's sole discretion. NWS shall not place any other signs or other displays visible from outside of the Ballfield Property, without first obtaining the consent of the City, which may be withheld in City's sole discretion.
- B. Any co-branded marketing materials and online collateral must be approved by City communications department before being published.
- C. No sponsorship signage may be sold or displayed without first obtaining the prior written approval of the City, Parks & Facilities Director or designee, which is at such person's sole discretion. Some examples of what will not be approved: signage that endorses products that are obscene, libelous, political, religious, or that endorses alcohol or drugs.

4. Concessions:

- A. All items sold must be appropriate for sale in a public park. No alcoholic beverages or drugs can be sold or consumed on Ballfield Property. If NWS sells food and beverages, NWS will maintain all required licenses.
- B. The City is not responsible for lost, stolen, damaged or unsold inventory.
- C. NWS may enter into subcontracts for subcontractors to provide concessions on the Ballfield Property. Each subcontract must provide that the subcontract automatically terminates when this Agreement terminates. Prior City approval of subcontractors or subcontracts is not required. However, all subcontractor staff must have a valid Washington State Patrol background check performed annually, and subcontractor staff must meet City eligibility requirements regarding Washington State Patrol background check information.

5. Inventory and Inspections:

NWS will maintain an inventory of all Kasch Park Ballfield Complex, Field 1-4 equipment and supplies. The initial inventory list of City-owned items is Exhibit E to the Agreement. The Agreed Service Plans will update Exhibit E as necessary. The items on Exhibit E will remain the property of the City. No such items may be removed from Ballfield Property without City written approval. NWS acknowledges that unneeded City property can only be disposed of by a City surplus process. The City will not replace the items shown in Exhibit E when they are no longer usable. Replacement will be the responsibility of the NWS. Except to the extent specifically provided otherwise in a current Agreed Service Plan, NWS is responsible at NWS's cost for the maintenance and repair of City-owned property shown in Exhibit E to this Agreement.

6. Storage:

The City Parks & Facilities Director, or designee may allow from time to time NWS to store NWS's property on the Ballfield Property or elsewhere in Kasch Park. Such storage is at NWS's sole risk.

7. Recordkeeping:

- A. NWS will maintain copies of release waivers, and documentation of the number of participants and spectators in attendance, inspections performed, maintenance performed, and any accidents or incidents that happen on site. Documentation will stay on site at Kasch Park Ballfield Complex and shall be made available upon request to City staff.
- B. NWS will notify City Parks & Facilities Director, or designee, as soon as possible when an accident or incident occurs involving the Ballfield Property. NWS is responsible for completing appropriate City forms for reporting accidents and incidents and submitting them to City Parks & Facilities Director or designee within one business day.

8. Other NWS Responsibilities and Requirements:

- A. NWS will not remove or consume any property belonging to the City or City employees.
- B. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect Kasch Park Baseball Complex visitors from injury. It is the responsibility of the NWS to provide close supervision of all operations when on site.
- C. NWS will ensure that employees comply with all Washington State industrial regulations and practices.
- D. NWS shall not enter into contracts regarding the Ballfield Property without the prior written approval of each such contract by the City Parks & Facilities Director or designee, except this approval is not required for concessions subcontracts under Section 4 of this Exhibit B. Every subcontract must contain a provision stating that the subcontract automatically terminates when this Agreement terminates.
- E. No reserved parking will be made available for the NWS, NWS staff, or NWS's customers. Parking is available on a first come, first serve basis.
- F. NWS will ensure that NWS maintains and remains in compliance with all legally required licenses.
- G. NWS will be responsible for providing first aid kits and replacing supplies as needed.
- H. NWS is responsible at NWS's cost for the care, maintenance, and replacement of its own personal property and equipment.
- I. The City reserves the right to close Kasch Park, including the Ballfield Property (Kasch Park Ballfield Complex Fields 1-4) and associated parking lots in the event of inclement weather, natural disasters, hazardous situations, or other emergency building closures.
- J. City will work closely with NWS to schedule all planned closure dates to best avoid or reduce operational impacts. Whenever reasonably possible, the City will notify NWS no less than 30 days in advance of planned closures or maintenance activities that could affect NWS operations.

9. Annual Agreed Service Plan:

City and NWS understand that the Services may need to change from year-to-year based on changing circumstances. No later than November 1 of each year of the term of this Agreement, NWS will deliver to City for City approval a service plan proposal for the upcoming year. The proposal will contain specifics of the Services to be provided by NWS for the upcoming year, specifics about program fees and schedules, and will contain other matters as City's Parks and Facilities Director or designee may reasonably determine. The City will review the proposal and provide comment. The City acknowledges and agrees that user fees charged by NWS will increase from year to year during the Term of this Agreement or extension thereof. This review process will include a review of NWS's performance of this Agreement during the previous year. Once the City's Parks and Facilities Director or designee approves the NWS's proposal or NWS's revised proposal, it will govern the Services for the upcoming year (as approved, the **"Agreed Service Plan"**). If there are delays in approval of a proposal for any reason, then the previous Agreed Service Plan will govern Services until there is a new Agreed Service Plan. If provisions of an Agreed Service Plan and this Agreement conflict, then this Agreement governs.

A proposed service plan will include the following information:

- Proposed fee schedule for services, to include any proposed fee changes for the upcoming year.
- Proposed written comprehensive maintenance plan for the property to include cultural and grooming practices, testing results for impact attenuation at recommended intervals, and any planned improvements or upgrades for the site.
- Data showing field equity usage by age and gender compared to national averages at similar sites.
- Annual customer service plan as well as anecdotal information regarding customer satisfaction, customer conflict resolution details, and response times to customer inquiries.
- Other information as may be required by the City's Parks and Facilities Director or designee.

The first Agreed Service Plan is attached to this Exhibit B.

Attachment to Exhibit B
First Agreed Service Plan
(2025)

- Fee Schedule for Services
 - Hourly Tournament rental fee: \$40 per hour per field.
 - We will charge \$20 per hour per field for lights.
 - Hourly weekday practice rental fee: for local usage from 3pm-5pm is \$30 an hour. \$60 an hour per field from 5pm-10pm.
 - Hourly weekend practice rental fee: \$60 per hour per field.
 - We will charge \$20 per hour per field for lights.
 - Gate fees to enter the park will be \$5 per person ages 12 & up. (Max of \$1 increase per year) This applies to tournament play only.
 - For special events/ National events up to \$12 per person ages 12 & up.
 - Any increase will be presented during review of next annual service plan.
- Maintenance plan
 - We will perform Impact Attenuation as recommended by the manufacturer. Spot fixes/ patches that need to be fixed will be replaced as needed in highly trafficked areas.
 - Mowing will be performed 1-2 times week to keep the outfields from growing above the preferred playing height. (weather conditions can change this if the fields are too wet).
 - NWS will put down weed & feed 2-3 times a year.
 - Other forms of park maintenance such as edging, weed killing will take place as needed. We will also top dress the outfields with sand as needed.
 - NWS will take care of all maintenance inside the fence for fields 1-4 @ Kasch Park.
- Field equity plan on fields 1-4 @ Kasch Park
 - All baseball events will be operated by our group NWS. For fastpitch and slow pitch we will attempt to work with established event operators. Weekday practices will be first come first served.
 - Weekday leagues will be offered to boys and girls in addition to slow pitch.
 - NWS will host 24-28 youth baseball tournaments per year on the weekends ages 8u-14u.
 - NWS will host 4-8 weekends 13u-16u tournaments as well.
 - We currently do not offer fastpitch or slow pitch. We want to help the fastpitch directors that currently operate at PJ to expand their program to Kasch 1-4. We will also attempt to help local slow pitch directors to offer more events then is currently being offered. In the event they cannot fill Kasch we would then offer fastpitch and slow pitch events ourselves.
 - NWS will work with local adult slow pitch groups to try and offer 4 weekend events for slow pitch softball, which would be double what they currently have.

- We are planning on offering weekends for both girls and boys events, which in the past Kasch Park has only offered boys baseball or adult slow pitch. The overall goal is for us to be able to bring in National events for both fast pitch & baseball.
- Weekdays will be a combination of youth sports teams practices and adult slow pitch league play. We expect 180 days of usage but will have a plan in place to fill the park as close to 260 days as possible.
- Annual Customer Service Plan
 - NWS will create a new website that will be utilized to schedule events and show park activities. Such as camps, tournaments, leagues and practice availability.
 - NWS will have a customer service email set up to field all questions asked or complaints. That email will be responded to at a minimum within 24 hours Monday-Friday.
 - NWS will require weekend renters to email out surveys to the spectators and participants at Kasch 1-4 to collect feedback on the operations of the park. Surveys will also be emailed out after each season for renters that use weekday field time.
 - NWS will utilize the surveys and emails sent to our customer service email, to further improve upon park operations.
 - We will have a phone number for 7 days a week contact for any issues.
 - We will add someone from the city to the general email for teams to respond to.

EXHIBIT C

NWS INITIAL PROJECT

A. **NWS Initial Project.** NWS will construct the following improvements on the Ballfield Property at no cost to the City:

Improvement Name	Description
Infield synthetic turf installation	<p>NWS will install synthetic turf to the infield areas of Kasch Park ballfields 1-4. Installation of synthetic turf to the infield will allow for expanded use of the ballfields for age groups 8u -18u—currently the fields serve players 8u-13u.</p> <p>Contractor shall follow surfacing manufacturer’s installation and drainage specifications and recommendations, meet City of Everett stormwater standards and adhere to the State of Washington Department of Ecology (WDOE) requirements (based on current Stormwater Management Manual for Western Washington).</p> <p>Contractor shall meet all Site Development requirements, including stormwater, and secure all necessary permits.</p>
Add equipment such as mounds, bases, etc. to the infield.	NWS will purchase new bases for all 4 fields so that base lengths of 60, 65, 70, 80 or 90 foot can all be used. NWS will utilize existing mounds onsite at Kasch Park and resurface them as needed. NWS will also purchase new mounds to be used for the older age groups.
Improve spectator and player safety by installing enhanced backstop netting to protect fans from foul balls.	NWS will purchase and install this netting barrier. This protective barrier made of durable and resilient net material will replace the current netting system. This enhanced netting system placed behind home plate and along the baselines will help prevent foul balls and flying bats from entering the stands and potentially injuring spectators.
NWS will provide all licenses, insurance, Washington State Labor and Industries affidavits and any other documents as required by the City of Everett.	

All the improvements in the table above are collectively referred to as the “**NWS Initial Project**”.

B. NWS Initial Project Design.

1. Approval of Plans and Specifications. NWS is solely responsible for design of the NWS Initial Project. NWS will cause the design of the NWS Initial Project to be in accordance with all applicable laws and industry standards. During design of the Project, NWS will provide the Parks & Facilities Director with the plans and specifications of the NWS Initial Project for review, comment, and approval, which approval is at the Parks & Facilities Director's sole discretion. The plans and specifications so approved are referred to as the "**Director-Approved Plans.**" NWS will not begin construction of the Project until NWS has received such written approval from the Parks & Facilities Director. The Parks & Facilities Director approval is solely for the purposes of proceeding with the Project under this Agreement and is not a City warranty or any endorsement whatsoever of the NWS Initial Project design, which is the NWS's sole responsibility. The Parks & Facilities Director review, comments, and approval shall not create any City liability for any action or inaction relating to such review, and NWS shall remain wholly responsible for the safety, adequacy, suitability, utility, and constructability of its project.

2. Permits and Approvals. NWS or its contractor at its own cost will obtain all permits and other approvals as may be required for the NWS Initial Project. The Parks & Facilities Director approval in subsection B.1 above is in addition to and does not replace any such permits or other approvals.

C. NWS Project Construction.

1. NWS will construct the NWS Initial Project at no cost to the City in accordance with Director-Approved Plans, all NWS Initial Project permits and approvals, and all applicable laws.

2. **NWS and each contractor and subcontractor engaged in construction, alterations or improvements under this Exhibit shall pay all workers, laborers, or mechanics employed in the performance of any part of such work an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries, in accordance with Chapter 39.12 RCW (Prevailing Wages).**

3. **NWS cannot begin construction without proper filing(s) of Statement(s) of Intent to Pay Prevailing Wages with the Department of Labor and Industries.**

4. The NWS Initial Project shall be carried out in a good and workmanlike manner; completed with all new materials; and free of defects in materials and workmanship.

5. During construction, NWS will meet monthly with Parks & Facilities Director or designee to review construction progress and provide operational updates.

D. Deadlines/NWS Construction Cost.

1. Project Application Deadline. NWS will diligently pursue obtaining all necessary permits and approvals from government agencies for the NWS Initial Project. NWS must submit complete applications for any such required permits and approvals for the NWS Initial Project no later than 9 months after the date of this Agreement, unless the Parks & Facilities Director or designee provides a later deadline in writing. A failure to so submit complete applications is an NWS Event of Default, and, if NWS does not cure such failure within thirty (30) days after written notice thereof from the City, then the City may terminate this Agreement effective upon delivery

of written notice to NWS, with NWS paying any outstanding monthly fees accruing up to the Agreement termination date.

2. Project Commencement Deadline. NWS must commence installation of the synthetic turf to the infield areas of Kasch Park ballfields 1-4 no later than 12 months after NWS has received all necessary permits and approvals for the NWS Initial Project, unless the Parks & Facilities Director or designee provides a later deadline in writing. A failure to so commence installation is an NWS Event of Default, and, if NWS does not cure such failure within thirty (30) days after written notice thereof from the City, then the City may terminate this Agreement effective upon delivery of written notice to NWS, with NWS paying any outstanding monthly fees accruing up to the Agreement termination date.

3. Project Completion Deadline. NWS must achieve completion of the entire NWS Initial Project no later than 12 months after NWS commences installation of the synthetic turf to the infield areas of Kasch Park ballfields 1-4, unless the Parks & Facilities Director or designee provides a later deadline in writing. Failure to so complete is an NWS Event of Default under the Agreement and, if NWS does not cure such failure within ninety (90) days after written notice thereof from the City, then the City may terminate this Agreement effective upon delivery of written notice to NWS, with NWS paying any outstanding monthly fees accruing up to the Agreement termination date. "Completion" means that (i) the entire NWS Initial Project is ready for use and is constructed in accordance with the Director-Approved Plans and applicable permits, (ii) all laborers, materialmen and subcontractors have been paid in full together with all taxes paid (and the Affidavit(s) of Wages Paid have been filed with the Department of Labor and Industries) and (iii) NWS has submitted the NWS Initial Project Total Cost as set forth in subsection (4) below.

4. NWS Initial Project Total Cost. As one requirement of achieving completion, NWS must submit to the City the total cost paid by NWS for the NWS Initial Project, including costs of construction, labor, material, design, and permits (the "**NWS Initial Project Total Cost**"). NWS must submit all reasonably requested breakdowns and back-up information for the NWS Initial Project Total Cost.

5. Ownership of Project. The NWS Initial Project is property of the City upon completion. The fact that the NWS Initial Project becomes City Property does not affect obligations the City may have to make a Convenience Termination Payment.

6. Force Majeure. For the avoidance of doubt, the parties confirm that Agreement Section 14 (Force Majeure) applies to this Exhibit C. However, Force Majeure extensions of the deadlines in D.1, D.2, or D.3 above will not exceed a cumulative total of 6 months.

E. Convenience Termination Payment

In the event that the City terminates this Agreement for convenience, the City must pay to NWS the Convenience Termination Payment no later than the Agreement termination date. The "**Convenience Termination Payment**" will be calculated as follows:

<p><i>Convenience Termination Payment =</i></p> $1.2 \times (\text{NWS Project(s) Total Cost}) \times \frac{\text{Days Remaining}}{4015} - \text{Other Payments}$
<p><i>"NWS Project(s) Total Cost"</i> is the cost established under Section D.4 above for the NWS Initial Project (plus costs for additional approved projects under Section F below, if any). NWS Project(s) Total Cost does not include costs related to the NWS Extension Term Turf Project.</p> <p><i>"Days Remaining"</i> means the number of days between the Agreement termination date and December 31, 2035.</p> <p><i>"Other Payments"</i> means the total of all other payments due from NWS to the City as of the Agreement termination date, such as, but not limited to, monthly fees and utility payments accruing up to the Agreement termination date and any interest thereon.</p>
<p>Example Calculation: With the initial Term as 1.1.25 to 12.31.35, if the NWS Project(s) Total Cost is \$2,000,000 and the termination date is 12.31.30, then the Convenience Termination Payment would equal:</p> $= 1.2 \times (\$2,000,000) \times 1825/4015 = \$1,090,909.09$

The Convenience Termination Payment only applies to termination for convenience under Agreement Section 5(b) and Section 5(c) and does not apply to any other termination in the Agreement. The City will pay the Convenience Termination Payment within thirty (30) days after the Agreement termination date.

F. Additional NWS Projects. NWS may request to undertake at NWS's sole cost one or more additional projects on the Ballfield Property and to include total costs of such project(s) in the Convenience Termination Payment calculation in subsection E above. If the Parks & Facilities Director or designee approves the request (which is at the Director or designee's sole discretion), then such project will be undertaken by NWS using the same procedures and requirements as set forth in this Exhibit, with deadlines as mutually agreed in writing at the time of such approval.

EXHIBIT D

EXTENSION TERM

NWS shall have the option to extend the Term of this Agreement for one Extension Term of eleven (11) years (the, “**Extension Term**”). For clarity, this means that at maximum the Agreement can be extended until December 31, 2046.

In order to exercise an option to extend the Agreement for the Extension Term, NWS shall provide written notice of exercise to the City no earlier than nine (9) month prior to the expiration of the initial Term and no later than three (3) months prior to the expiration of the initial Term, unless the Parks and Facilities Director provides in writing an extension of such notice date. NWS may not, unless allowed by the Parks and Facilities Director in writing, exercise an option if at time of exercise an NWS Event of Default exists beyond the applicable cure period.

The Extension Term shall be upon the same terms, covenants and conditions as the initial Term, except for the following:

- (1) The monthly fee during the Extension Term shall increase each year by 3%.
- (2) In exchange for the Extension Term, NWS will replace the synthetic turf on the infield areas of Kasch Park ballfields 1-4 with a synthetic turf installation of at least the same quality as the turf installed on those fields as part of the NWS Initial Project (the replacement project, “**NWS Extension Term Turf Project**”). The NWS Extension Term Turf Project installation is under the same terms and conditions as in Exhibit C for the previous synthetic turf installation in the NWS Initial Project, except that the term “NWS Initial Project” is replaced with “NWS Extension Term Turf Project” and the first two sentences of Section D.1 of Exhibit C are replaced with the following sentences: “NWS will diligently pursue obtaining all necessary permits and approvals from government agencies for the NWS Extension Term Turf Project. NWS must submit complete applications for all such required permits, if needed, for the NWS Extension Term Turf Project no later than 12 months after beginning of the Extension Term, unless the Parks & Facilities Director or designee provides a later deadline in writing.”
- (3) The table in Section E of Exhibit C is not applicable to a termination with termination date during the Extension Term. The table in Section E of Exhibit C is replaced for the Extension Term with the following table:

$\text{Convenience Termination Payment} = 1.2 \times (\text{NETPTC}) \times \frac{\text{Days Remaining}}{4015} - \text{Other Payments}$
“NWS Extension Term Project(s) Total Cost” or “NETPTC” is the cost established under Section D.4 of <u>Exhibit C</u> for the NWS Extension Term Turf Project (plus costs for additional approved projects during the Extension Term under Section F of <u>Exhibit C</u> , if any).

"Days Remaining" means the number of days between the Agreement termination date and December 31, 2046.

"Other Payments" means the total of all other payments due from NWS to the City as of the Agreement termination date, such as, but not limited to, monthly fees and utility payments accruing up to the Agreement termination date and any interest thereon.

EXHIBIT E

CITY-OWNED INVENTORY LIST

Ballfield Property (Kasch Ballfield Complex, Fields 1-4) Inventory

Concessions

Refrigerator/cooler – 1

Prep Counter – 3

Ice Machine – 1

Menu board – 1

Prep sinks – 3

Wash station – 1

PA Audio/Sound equipment – 1

Project title: Evergreen Pump Station Modifications, Change Order No. 3 Request

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/13/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Change Order No. 3

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

Thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Construction Contract Change Order No. 3 Request

Project: Evergreen Pump Station Modifications, UP 3747-3

Partner/Supplier: McClure & Sons, Inc.

Location: Evergreen Pump Station at Reservoir 3

Preceding action: Award: [3/30/2022](#)

Fund: Fund 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

The funding source for this project is Fund 336 – Water & Sewer System Improvements.

The programmed available funding for this project is \$6,185,000.

Project summary statement:

The Evergreen Pump Station Modifications project is ongoing. Change Order No. 3 adds one scope item. The original construction contract amount is \$4,863,152.90. A Public Works staff level approved Change Order No. 2 added \$4,429.10, and this proposed Change Order No. 3 will add \$127,489.64, resulting in a total revised construction contract amount of \$4,995,071.64.

Proposed Change Order 3 will add 491 calendar days to the contract completion time for a total contract completion time of 856 calendar days. This additional contract time is directly attributed to severe supply chain issues in obtaining electrical switchgear equipment.

Recommendation (exact action requested of Council):

Approve Contract Change Order No. 3 to the Construction Contract with McClure & Sons, Inc for the Evergreen Pump Station Modifications Project in the amount of \$127,489.64 for a revised total amount not to exceed \$4,995,071.64, and total contract completion time of 856 calendar days.



Change Order No. _____

Change Order Effective Date: _____

CITY OF EVERETT Change Order

Project Title

Department

Work Order No.

Contractor:

Contract Award Date:

City Staff Contact:

Change Order No.

*Change Order
Effective Date*

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount				
+ WSST				
Total				

CONTRACT TIME

Original Contract Time	Working Days / Calendar Days
Date of Notice to Proceed	
Cumulative adjustment to time by <i>prior</i> Change Orders	
Adjustment to time by <i>this</i> Change Order	
New Contract Time (<i>including</i> this Change Order)	

Change Order No. _____


Change Order Effective Date: _____

Contractor and City agree as follows:

- 1. The scope of Work shall be changed to the extent described in Exhibit A.**
- 2. The amount of this Change Order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The Contract Sum shall be adjusted as described in this Change Order.**
- 3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, as applicable to the Work, has been considered.**
- 4. The Contract Time of the Contract shall be adjusted to the extent described in this Change Order.**
- 5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**
- 6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**
- 7. Signature(s) on this Change Order may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature. This Change Order 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.**

Change Order No. 3

Change Order Effective Date: 10/18/2024

CITY			
		Attest:	
_____ Mayor Date: _____		_____ Office of the City Clerk	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
Recommended By:			
Construction Manager (if applicable)	Project Manager (if applicable)	Engineering Manager (if applicable)	Department Director
_____ Date: _____	_____ Date: _____	_____ Date: _____	 Date: <u>10-23-2024</u>
CONTRACTOR			
By _____ Officer		Date: _____	

Change Order No. _____

Change Order Effective Date: _____

Exhibit A—Description of Changed Work

Quantity	Designation	Product Description	Estimated Ship Dates	Actual Ship Date	Delayed Ship- Calander Days
1	XFMR-A	Dry Transformer-Class 7423	5/12/2023	6/8/2023	27 Days
1	Main Switch- Gear	1200A MV Metal Enclosed Switchgear	3/6/2023	2/21/2024	352 Days
1	SWGR-A	600A MV Switchgear	5/15/2023	2/27/2024	288 Days
1	SWGR-B	600A MV Switchgear	5/15/2023	2/27/2024	288 Days
1	SWGR-GEN	600A MV Switchgear Generator	5/15/2023	2/27/2024	288 Days
1	MTS	Manual Transfer Switch-FOXFAB	5/15/2023	7/12/2023	58 Days
1	ATS-ASCO	Automatic Transfer Switch	2/20/2023	4/23/2024	428 Days



EC Electric Serial Letter 002

ecpowerslife.com

Date: 12/5/2022

Notice of Event 002

To: McClure and Sons Inc.
15714 Country Club Drive
Mill Creek, WA 98012

Attention: John Ogorsolka

Project: Everett Evergreen Pump Station

Subcontract #: 3398-1

Subject: Notice of Equipment Cost and Schedule Impacts

Mr. Ogorsolka,

This letter serves to notify McClure and Sons, pursuant to Articles 6-Changes and 10-Notice to Owner of Section 00 72 00 - General Conditions, that EC is being impacted by manufacturer delay notification from Asco, the manufacture of the **Automatic Transfer switches A and B** for the project. At bid time, EC received a quote from Stoneway Electric Supply, who is the local manufacturers representative for the Asco Transfer Switches. When re-engaging with McClure and Sons on this project after EC was not the named electrical, EC reached out to suppliers and subcontractors to inform them of EC's involvement in the project and was forwarded a letter from Asco regarding manufacturing delays and schedule impacts. Since then, EC has worked rigorously with Stoneway Electric supply to mitigate both schedule and cost impacts to the project since receiving that letter. EC released the purchase order for the Automatic Transfer Switches when the submittal was approved.

This notification of event is following up the email notification forward to McClure and sons dated 10/31/2022 at 7:24 AM that there are, potentially, further impacts to cost and schedule to come.

At this time EC Electric does not know the full extent of all impacts detailed above and are working rigorously on a resolution and pricing to minimize both schedule impacts, and cost increases to the best of our abilities. EC does not intend to waive and expressly reserves any existing or potential claim for delay, impact and/or unpaid extras in connection with this notification.

EC Electric ☒ DOES ☐ DOES NOT anticipate that this change will impact the contract end date.

- The impact listed above requires that a **[TBD]** extension of schedule be granted to successfully complete the described work.

EC Electric ☒ DOES ☐ DOES NOT anticipate that this change will have cost impact.

- This delay or hinderance has currently resulted in a **[TBD]** impact.

Jerry Huber

Jerry Huber
Project Manager
Industrial Division
EC Electric
P: 206 697 1033
Email: jerry.huber@ecpowerslife.com

CC: Mitch Markham

ALBANY
541.926.4266

BAY CITY
503.377.2154

EUGENE/SPRINGFIELD
541.345.0669

PORTLAND
503.224.3511

REDMOND
541.316.2023

SEATTLE
206.242.3010

OR: CCB #49737
WA: ECCOM**1488A

RE: Evergreen Pump Station / Stoneway PO S103758404, SO 2954349

Dear Valued Customer,

At ASCO Power, we are dedicated to delivering world class critical power solutions for our customers. We understand that your success is our success, and we are passionate about placing our customers first each and every day. To that end, we want to provide an update on the current state of our supply chain—including a summary of the macro headwinds that continue to impact our service level performance and the proactive measures and investments we are making to mitigate future impacts to your business and emerge stronger.

As the global economy emerges from the COVID pandemic, remnants both positive and negative remain across all industries. ASCO Power has been met with unprecedented demand for many of our core offers. In addition, constrained labor availability and global shortages of certain materials have challenged our upstream suppliers. These factors have dramatically affected the lead time for our Medium Voltage ATS from the original 28-30 weeks to 60-62 weeks, which we have on order for the Evergreen Pump Station project with Stoneway Electric (B7ACTM031200T5XC). We will continue to do our best to expedite these items.

Since the pandemic started, ASCO has taken integral steps to strengthen resiliency, increase flexibility, and safeguard our supply chain. Within that time period, we have made significant investments in increasing our production and warehouse space & capacity across North America. In addition, we have increased raw material inventory levels and strengthened and expanded our workforce.

We acknowledge that the challenges caused by the pandemic are not completely behind us, but we want to assure you that we understand the importance of tackling them head-on due to their critical nature. As an organization, ASCO Power Technologies continues to remain fully devoted to our customers' success. Our #1 focus is always our customer satisfaction and on time delivery. Due to this commitment, we transparently provide you with this update on the challenges facing our supply chain, along with the assurance that we are working strenuously around the clock to overcome these issues. As always, we appreciate your business, trust, and partnership!

Sincerely,

Matt Kinsel

District Sales Leader | ASCO Power Technologies

	SQD Line #	Quantity	Designation	Product Description	Estimated Ship Date	Qty Received	Qty Delivered	Not
1		1	XFMR-A	Dry Type Transformer - CLASS 7423 PADMOUNT TRANSFORMER	06/08/2023			
2		1	XFMR-GEN	Liquid Type transformer - CLASS 7230 PADMOUNT TRANSFORMER	12/28/2023			
3		1	Panel A	NQ MB Panel (INTERIOR)	01/11/2023			
4		1	Panel A	MH86 PANELBOARD ENCLOSURE/BOX TYPE 1 86H 20W		1	0	
5		1	Panel A	NC86VSHR PNLBD COVER/TRIM NF T-1 S 86H 20W	12/21/2022			
6		1	Panel B	NQ MB Panel (INTERIOR)		1	0	
7		1	Panel B	MH50 PANELBOARD ENCLOSURE/BOX		1	0	
8		1	Panel B	NC50SHR PANELBOARD COVER/TRIM		1	0	
9		1		FOXFAB MTS	February 2023			
10		1		ASCO ATS	Aug/Sept 2023			
11				updated 10/27				
12								

-with 315 minutes delay

Best Regards,
Jerry Huber



Jerry Huber
Project Manager

T: (206) 697-1033

E: Jerry.Huber@ecpowerslife.com | W: ECPowersLife.com

A: 981 Powell Ave SW Ste 200, Renton, WA 98057



♻️ Consider the environment. Do you really need to print this email?

Don L. Snyder

From: Jerry Huber <Jerry.Huber@ecpowerslife.com>
Sent: Monday, October 31, 2022 7:24 AM
To: John Ogorsolka
Subject: FW: 81952 Evergreen Pump Station: 26 13 1.03B SWG ENCL
Attachments: ASCO Letter - Stoneway Electric SO 2954349 (1).docx

John,
I'm following up on the notification that the ATS and the liquid filled Transformer manufacturing are delayed and may impact the substantial completion of the Project.

Attached is the letter regarding the delay of the ATS from the Manufacture, forwarded to us from our distributor.

Asco, ATS:

Ship date currently indicated Aug/ Sept 2023.

I will provide hard dates when they are available.

This possibly impacts demo and cutovers for substantial completion.

Liquid filled MV Transformer:

Currently the SQD factory is running 65 weeks from submittal approval which was in September putting the ship date December 2023.

I will provide hard dates when they are available.

While impacting substantial completion this should not impede operations and the Generator that connects to this equipment is for future.

Smart sheet snip below.



EC Electric Serial Letter 005

ecpowerslife.com

Date: March,20,2023

Notice of Event 005

To: McClure and Sons Inc.
15714 Country Club Drive
Mill Creek, WA 98012

Attention: John Ogorsolka

Project: Everett Evergreen Pump Station

Subcontract #: 3398-1

Subject: Notice of Dry-Type Transformer and Switchgear Package Delay Having Cost and Schedule Impacts.

Mr. Ogorsolka,

This letter serves to notify McClure and Sons, pursuant to Articles 6-Changes and 10-Notice to Owner of Section 00 72 00 - General Conditions, that EC is being additionally impacted by manufacturer's delay of the **Dry-Type Transformer, 1200 Amp MV Switchgear, MV Switchgear A, MV Switchgear B and the MV Switchgear Gen. for the Evergreen Pump Station project.** This notice, in concert with the previous notices of impact to the MV Drives, ATS's, and Liquid-filled Transformer, have both schedule and financial impacts to EC Electric.

McClure & Sons Inc. (MSI) submitted the lowest bid on February 15, 2023 with a bid error from the electrical subcontractor (Stetner Construction Group). MSI submitted the request to withdraw the bid and relief from responsibilities of award, February 17, 2023. The request was rejected by COE and MSI was awarded the contract.

The time that passed between the MSI award and when EC was requested to re-engage with this project was critical to the pricing and schedule impacts of the MV-Drives, Transformers, Switchgear and Panelboards. EC has since worked rigorously with subs and vendors to meet project schedule and milestones. When the submittals were approved, EC released the equipment for manufacturing.

EC Electric has provided updates when updated information has been made available. The latest update, (provided on 3/15/23), for critical equipment for the cutover and operation of the pump station, reveals ship dates impacting currently scheduled cutover dates.

At this time EC Electric does not know the full extent of all impacts detailed above and continues to work on a resolution to mitigate schedule impacts, and associated cost increases.

EC does not intend to waive and expressly reserves any existing or potential claim for delay, impact and/or unpaid extras in connection with this notification.

EC Electric [x] DOES [] DOES NOT anticipate that this change will impact the contract end date.

- The impact listed above requires that a [TBD] extension of schedule be granted to successfully complete the described work.

EC Electric [x] DOES [] DOES NOT anticipate that this change will have cost impact.

- This delay or hinderance has currently resulted in a [TBD] impact.

Jerry Huber

Jerry Huber
Project Manager - Industrial Division
EC Electric
P: 206 697 1033
Email: jerry.huber@ecpowerslife.com

CC: Mitch Markham

ALBANY
541.926.4266

BAY CITY
503.377.2154

EUGENE/SPRINGFIELD
541.345.0669

PORTLAND
503.224.3511

REDMOND
541.316.2023

SEATTLE
206.242.3010

OR: CCB #49737
WA: ECCOM**1488A

	SQD Line #	Quantity	Designation	Product Description	Estimated Ship Date	Qty Received	Qty Delivered	Notes	Shipping Origin/Est Transit time
1	001	1	XFMR-A	Dry Type Transformer - CLASS 7423 PADMOUNT TRANSFORMER	06/08/2023			3500 lb	PA: 7-14 business days
2	002	1	XFMR-GEN	Liquid Type transformer - CLASS 7230 PADMOUNT TRANSFORMER	12/28/2023			15000 lb	PA: 7-14 business days
3	003	1	Main Switchgear	Metal Enclosed Switchgear	09/15/2023				TN: 7-14 business days
4	004	1	SWGR-A	Metal Enclosed Switchgear	09/13/2023				TN: 7-14 business days
5	005	1	SWGR-B	Metal Enclosed Switchgear	09/14/2023				TN: 7-14 business days
6	006	1	SWGR-GEN	Metal Enclosed Switchgear	09/15/2023				TN: 7-14 business days
7		4	Swgr Control Panels	Swgr Control Panels	Shipped to TN SWGR plant				
8	007	1	Panel A	NQ MB Panel (INTERIOR)		1	0		
9	027	1	Panel A	MH86 PANELBOARD ENCLOSURE/BOX TYPE 1 86H 20W		1	0		
10	028	1	Panel A	NC86VSHR PNLBD COVER/TRIM NF T-1 S 86H 20W		1	0		
11	010	1	Panel B	NQ MB Panel (INTERIOR)		1	0		
12	011	1	Panel B	MH50 PANELBOARD ENCLOSURE/BOX		1	0		
13	012	1	Panel B	NC50SHR PANELBOARD COVER/TRIM		1	0		
14		1		FOXFAB MTS	04/26/2023			2400 lb	BC, Canada: 7-14 business days
15								7700 lb each. SHIPMENT WILL BE STORED AFTER PRODUCTION UNTIL TOLD TO SHIP. COORDINATE SHIPMENT WHEN XFMR-GEN IS ABOUT TO SHIP	NC: 7-14 business days
16		2		ASCO ATS	11/03/2023				
				updated 3/15					

[Type here]

Equipment Smart Sheet

[Type here]

SQD Line #	Quantity	Designation	Product Description	Estimated Ship Date	Qty Received	Qty Delivered	Notes	Shipping Origin/Est Transit time
1	001	1 XFMR-A	Dry Type Transformer - CLASS 7423 PADMOUNT TRANSFORMER	06/08/2023			3500 lb	PA: 7-14 business days
2	002	1 XFMR-GEN	Liquid Type transformer - CLASS 7230 PADMOUNT TRANSFORMER	12/28/2023			15000 lb	PA: 7-14 business days
3	003	1 Main Switchgear	Metal Enclosed Switchgear	09/15/2023				TN: 7-14 business days
4	004	1 SWGR-A	Metal Enclosed Switchgear	09/13/2023				TN: 7-14 business days
5	005	1 SWGR-B	Metal Enclosed Switchgear	09/14/2023				TN: 7-14 business days
6	006	1 SWGR-GEN	Metal Enclosed Switchgear	09/15/2023				TN: 7-14 business days
7		4 Swgr Control Panels	Swgr Control Panels	Shipped to TN SWGR plant				
8	007	1 Panel A	NQ MB Panel (INTERIOR)		1	0		
9	027	1 Panel A	MH86 PANELBOARD ENCLOSURE/BOX TYPE 1 86H 20V		1	0		
10	028	1 Panel A	NC86VSHR PNLBD COVER/TRIM NF T-1 S 86H 20V		1	0		
11	010	1 Panel B	NQ MB Panel (INTERIOR)		1	0		
12	011	1 Panel B	MH50 PANELBOARD ENCLOSURE/BOX		1	0		
13	012	1 Panel B	NC50SHR PANELBOARD COVER/TRIM		1	0		
14	1		FOXFAB MTS	04/26/2023			2400 lb	BC, Canada: 7-14 business days
15							7700 lb each SHIPMENT WILL BE STORED AFTER PRODUCTION UNTIL TOLD TO SHIP COORDINATE SHIPMENT WHEN XFMR-GEN IS ABOUT TO SHIP	NC: 7-14 business days
16	2		ASCO ATS	11/03/2023				
17			updated 3/15					

Scheduled equipment on site.

140	Fab and Deliver Seismic Material	10 days	Tue 2/14/23	Tue 2/28/23	0%	10 days	60.5 days
141	Fab and Deliver MV Transformer	200 days	Wed 8/17/22	Tue 5/23/23	45%	110 days	21 days
142	Fab and Deliver 1200A MV Switchgear	160 days	Tue 9/27/22	Mon 5/8/23	40%	96 days	47 days
143	Fab and Deliver MV Switchgear A, 600A	210 days	Tue 9/27/22	Mon 7/17/23	50%	105 days	0 days
144	Fab and Deliver MV Switchgear B, 600A	210 days	Tue 9/27/22	Mon 7/17/23	50%	105 days	0 days
145	Fab and Deliver MV Switchgear Gen, 600A	200 days	Tue 9/27/22	Mon 7/3/23	53%	95 days	12 days
146	Fab and Deliver Panelboard A, 208Y/120V	100 days	Thu 10/13/22	Wed 3/1/23	50%	50 days	82 days
147	Fab and Deliver Panelboard B, 208Y/120V	100 days	Thu 10/13/22	Wed 3/1/23	50%	50 days	85 days
148	Fab and Deliver MV Drives	150 days	Wed 7/20/22	Mon 6/12/23	40%	90 days	35 days
149	Fab and Deliver Manual Transfer Switch	120 days	Thu 7/21/22	Tue 2/21/23	36%	76.4 days	104.6 days
150	Fab and Deliver 263610 MV Automatic Transfer Switches	160 days	Fri 7/22/22	Mon 3/20/23	40%	96 days	101 days

Don L. Snyder

From: Jerry Huber <Jerry.Huber@ecpowerslife.com>
Sent: Thursday, January 19, 2023 5:19 PM
To: John Ogorsolka
Cc: Mitch Markham; Harry Stayner; Nick Jonson; Cheyne Lee
Subject: Updates on Material lead times
Attachments: FW: 81952 Evergreen Pump Station: 26 13 1.03B SWG ENCL

John,
Attached is the previous smart sheet for comparison.
We got the Smart sheet updated today by the vendor. Its similar but the ASCO ATS shows slipping further into November. I am checking on why.
The medium voltage cable was purchased as part of the Buy out but not released until true tape can be pulled.
We need that conduit in asap as part of that cable is in stock in California and some 12 week lead time.
The Vault goes in tomorrow so it should only take a couple days after that to get the rest of the conduit in for true tape.
Thank you,
Jerry Huber

	SQD Line #	Quantity	Designation	Product Description	Estimated Ship Date	Qty Received	Qty Del
1	001	1	XFMR-A	Dry Type Transformer - CLASS 7423 PADMOUNT TRANSFORMER	06/08/2023		
2	002	1	XFMR-GEN	Liquid Type transformer - CLASS 7230 PADMOUNT TRANSFORMER	12/28/2023		
3	007	1	Panel A	NQ MB Panel (INTERIOR)	in transit		0
4	027	1	Panel A	MH86 PANELBOARD ENCLOSURE/BOX TYPE 1 86H 20W			1
5	028	1	Panel A	NC86VSHR PNLBD COVER/TRIM NF T-1 S 86H 20W	02/17/2023		
6	010	1	Panel B	NQ MB Panel (INTERIOR)			1
7	011	1	Panel B	MH50 PANELBOARD ENCLOSURE/BOX			1
8	012	1	Panel B	NC50SHR PANELBOARD COVER/TRIM			1
9		1		FOXFAB MTS	February 2023-checking for update		
10		1		ASCO ATS	11/03/2023		
11				updated 1/19			
12							
13							



Jerry Huber
Project Manager

T: (206) 697-1033

E: Jerry.Huber@ecpowerslife.com | W: ECPowersLife.com

A: 981 Powell Ave SW Ste 200, Renton, WA 98057



♻️ Consider the environment. Do you really need to print this email?

From: Jerry Huber <Jerry.Huber@ecpowerslife.com>

Sent: Wednesday, December 7, 2022 2:22 PM

To: John OgorSolka <johno@mcclureandsons.com>
Cc: Mitch Markham <Mitch.Markham@ecpowerslife.com>
Subject: NOE 003 Liquid Transformer

John,

I am following up my previously forwarded email notification of equipment delays impacting the project with NOE 003 for your convenience. We still do not have a better ship date than previously provided for the liquid filled transformer.

Best Regards,
Jerry Huber



Jerry Huber
Project Manager

T: (206) 697-1033

E: Jerry.Huber@ecpowerslife.com | W: ECPowersLife.com

A: 981 Powell Ave SW Ste 200, Renton, WA 98057



🌱 Consider the environment. Do you really need to print this email?

Don L. Snyder

From: Jerry Huber <Jerry.Huber@ecpowerslife.com>
Sent: Monday, October 31, 2022 7:24 AM
To: John Ogorsolka
Subject: FW: 81952 Evergreen Pump Station: 26 13 1.03B SWG ENCL
Attachments: ASCO Letter - Stoneway Electric SO 2954349 (1).docx

John,

I'm following up on the notification that the ATS and the liquid filled Transformer manufacturing are delayed and may impact the substantial completion of the Project.

Attached is the letter regarding the delay of the ATS from the Manufacture, forwarded to us from our distributor.

Asco, ATS:

Ship date currently indicated Aug/ Sept 2023.

I will provide hard dates when they are available.

This possibly impacts demo and cutovers for substantial completion.

Liquid filled MV Transformer:

Currently the SQD factory is running 65 weeks from submittal approval which was in September putting the ship date December 2023.

I will provide hard dates when they are available.

While impacting substantial completion this should not impede operations and the Generator that connects to this equipment is for future.

Smart sheet snip below.

	SQD Line #	Quantity	Designation	Product Description	Estimated Ship Date	Qty Received	Qty Delivered	Not
1		1	XFMR-A	Dry Type Transformer - CLASS 7423 PADMOUNT TRANSFORMER	06/08/2023			
2		1	XFMR-GEN	Liquid Type transformer - CLASS 7230 PADMOUNT TRANSFORMER	12/28/2023			
3		1	Panel A	NQ MB Panel (INTERIOR)	01/11/2023			
4		1	Panel A	MH86 PANELBOARD ENCLOSURE/BOX TYPE 1 86H 20W		1	0	
5		1	Panel A	NC86VSHR PNLBD COVER/TRIM NF T-1 S 86H 20W	12/21/2022			
6		1	Panel B	NQ MB Panel (INTERIOR)		1	0	
7		1	Panel B	MH50 PANELBOARD ENCLOSURE/BOX		1	0	
8		1	Panel B	NC50SHR PANELBOARD COVER/TRIM		1	0	
9		1		FOXFAB MTS	February 2023			
10		1		ASCO ATS	Aug/Sept 2023			
11				updated 10/27				
12								

Best Regards,
Jerry Huber



Jerry Huber
Project Manager

T: (206) 697-1033

E: Jerry.Huber@ecpowerslife.com | W: ECPowersLife.com

A: 981 Powell Ave SW Ste 200, Renton, WA 98057



♻️ Consider the environment. Do you really need to print this email?



April 6, 2023

City of Everett
Public Works- Construction Management Dept.
Mr. Don Snyder
3200 Cedar Street
Everett, WA 98201

Evergreen Pump Station Modifications- Project UP3747
Request for Time Extension

Dear Mr. Snyder:

The project will require additional contract time to complete, due to additional fabrication and delivery time for several pieces of major electrical equipment items. Please reference the attached notice from our electrical subcontractor, EC Electric, and their supplier Stoneway Electric.

The items include the MV Switchgear, transformer, and the ATS (automatic transfer switch). The items were ordered and were approved in adequate time; however, the fabrication time has been extended. The COE has requested a letter from the supplier, see the attached Schneider Electric letter describing the reason for the delay.

At this time, we anticipate a six-month time extension will be needed, and MSI requests a six month (180 day time extension). It is also possible the dates may improve. It is also possible more time may be requested, pending future updates from the manufacturer. MSI and EC will update you as more information is known.

With this time extension MSI and EC will continue to work on available work items, as shown in the latest schedule update (Mar 25th update), through about the first part of June (completing most all available work, including paving) and then we likely will demobilize for 3 months until the switchgear and other items arrive. We are anticipating the crossover in October/November timeframe.

If there are any questions or concerns, please let us know. We look forward to agreement on time extension.

Sincerely,

John Ogorsolka

John Ogorsolka
Division Manager

15714 COUNTRY CLUB DRIVE*MILL CREEK, WA 98012

***PHONE(425)316-6999*FAX(425)316-6789**

Dear Stoneway Electric Supply

At Schneider Electric, meeting our customers' expectations is our key priority. The world has changed dramatically since the onset of the COVID-19 pandemic resulting in constrained labor availability, global shortages of raw materials and unreliable transportation, all of which have challenged our upstream suppliers. This continues to put pressure on global and regional supply chains.

These factors have dramatically affected the delivery date for our Dry-Type Transformer, 1200 Amp MV Switchgear, MV Switchgear A, MV Switchgear B and the MV Switchgear Gen. for which we have on order for the Evergreen Pump Station project with Stoneway Electric. We will continue to do our best to expedite these items.

Since the pandemic started, Schneider Electric has taken integral steps to strengthen resiliency, increase flexibility, and safeguard our supply chain. Within that time period, we have made significant investments in increasing our production & capacity across North America, and our supply chain has been multi-sourcing customer-critical components with the intent of ensuring supply.

For existing purchase orders, and any future purchase orders, we continue to monitor the situation and if there is any change to the offer lead time, we will keep you informed.

Schneider Electric has been actively working with our suppliers to minimize the impact on our customers. We are ready to collaborate as required on demand-shaping customer solutions and are committed to helping you achieve your business success.

Best regards,

Nicholas Jensen
Territory Sales Engineer

Stoneway Provided Equipment Smart Sheet

	SQD Line #	Quantity	Designation	Product Description	Estimated Ship Date	Qty Received	Qty Delivered	Notes	Shipping Origin/Est Transit time
1	001	1	XFMR-A	Dry Type Transformer - CLASS 7423 PADMOUNT TRANSFORMER	06/08/2023			3500 lb	PA: 7-14 business days
2	002	1	XFMR-GEN	Liquid Type transformer - CLASS 7230 PADMOUNT TRANSFORMER	12/28/2023 ✓			15000 lb	PA: 7-14 business days
3	003	1	Main Switchgear	Metal Enclosed Switchgear	10/23/2023 ✓				TN: 7-14 business days
4	004	1	SWGR-A	Metal Enclosed Switchgear	10/23/2023 ✓				TN: 7-14 business days
5	005	1	SWGR-B	Metal Enclosed Switchgear	10/23/2023 ✓				TN: 7-14 business days
6	006	1	SWGR-GEN	Metal Enclosed Switchgear	10/23/2023 ✓				TN: 7-14 business days
7		4	Swgr Control Panels	Swgr Control Panels	Shipped to TN SWGR plant				
8	007	1	Panel A	NQ MB Panel (INTERIOR)		1	0		
9	027	1	Panel A	MH86 PANELBOARD ENCLOSURE/BOX TYPE 1 86H 20W		1	0		
10	028	1	Panel A	NC86VSHR PNLBD COVER/TRIM NF T-1 S 86H 20W		1	0		
11	010	1	Panel B	NQ MB Panel (INTERIOR)		1	0		
12	011	1	Panel B	MH50 PANELBOARD ENCLOSURE/BOX		1	0		
13	012	1	Panel B	NC50SHR PANELBOARD COVER/TRIM		1	0		
14		1		FOXFAB MTS	04/26/2023			2400 lb	BC, Canada: 7-14 business days
15								7700 lb each. SHIPMENT WILL BE STORED AFTER PRODUCTION UNTIL TOLD TO SHIP. COORDINATE SHIPMENT WHEN XFMR-GEN IS ABOUT TO SHIP	NC: 7-14 business days
		2	ASCO ATS		11/03/2023 ✓				
			updated 4/5						

Don L. Snyder

From: John Gillespie <john.gillespie@bhccconsultants.com>
Sent: Monday, April 10, 2023 2:16 PM
To: Don L. Snyder; Randy Loveless
Subject: RE: [EXTERNAL] Evergreen Pump Station- Time Extension Request

Follow Up Flag: Follow up
Flag Status: Flagged

Don and Randy,

I do not have any problems with the time extension. I do have a few comments regarding the time extension and their latest schedule.

MSI states they will demob for 3 months. Are they going to bill to remob?

On the latest schedule, the NTP was set for 5-23-22. Has MSI received any time extensions to date?

On their schedule, it shows them demobilizing at the end of the contract around October 15, 2023. Is this still valid?

Does MSI need to submit another schedule showing the 3 month shutdown?

Thanks

John

From: Don L. Snyder <DLSnyder@everettwa.gov>
Sent: Monday, April 10, 2023 1:33 PM
To: Randy Loveless <RLoveless@everettwa.gov>; John Gillespie <john.gillespie@bhccconsultants.com>
Subject: Fwd: [EXTERNAL] Evergreen Pump Station- Time Extension Request

Randy and John,

FYI....attached is a letter from MSI asking for extension of time for EPS. I will respond once I've received comments back from you on MSI's updated construction schedule.

I'm working from home for next 2 weeks, but feel free to call me on city phone (425) 903-9571.

Thanks,

Get [Outlook for iOS](#)

From: John Ogorzolka <johno@mcclureandsons.com>

Sent: Thursday, April 6, 2023 3:06 PM

To: Don L. Snyder <DLSnyder@everettwa.gov>

Cc: Randy Loveless <RLoveless@everettwa.gov>; Jason Rapelyea <JRapelyea@everettwa.gov>; Curt Monson <Curt@mcclureandsons.com>; Jerry Huber <Jerry.Huber@ecpowerslife.com>; Cheyne Lee <Cheyne.Lee@ecpowerslife.com>; Mitch Markham <Mitch.Markham@ecpowerslife.com>

Subject: [EXTERNAL] Evergreen Pump Station- Time Extension Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached MSI letter. Also reference our last email exchange, dated 3-22-23 (also attached).

John Ogorzolka
Division Manager



15714 Country Club Drive
Mill Creek, WA 98012
(425)316-6999 Fax (425)316-6789
Direct line (425) 225-2027
JohnO@mcclureandsons.com

Don L. Snyder

From: Don L. Snyder
Sent: Thursday, April 27, 2023 1:21 PM
To: 'John Ogorsolka'
Cc: Randy Loveless; Jason Rapelyea; Curt Monson; Jerry Huber; Cheyne Lee; Mitch Markham; John Gillespie; Jeff Marrs; Keith Alewine
Subject: RE: [EXTERNAL] Evergreen Pump Station- Time Extension Request

John,

The City of Everett has reviewed MSI's Serial Letter 005 "Request for Time Extension", and take no exceptions to additional contract time extension of 180 Calendar days to complete the project. City of Everett recognizes that the extension of contract time is due to delayed fabrication and delivery times for major electrical equipment. The City of Everett acknowledges that MSI and ECE will continue to complete the majority of available work prior to demobilizing for an approximate 3 months, or until a time in which major electrical equipment arrives for installation. Although MSI references the March 25 schedule update in Serial Letter 005 as the basis for the requested extension and an indication of work to be completed prior to demobilization, the schedule appears to be inaccurate and out of date. City of Everett is requesting MSI submit an updated construction schedule showing the most recent delivery dates of major electrical equipment (smart sheet updated April 5th), and the anticipated dates for electrical cutover and 3 month suspension.

Thanks,

From: John Ogorsolka <johno@mcclureandsons.com>
Sent: Thursday, April 6, 2023 3:05 PM
To: Don L. Snyder <DLSnyder@everettwa.gov>
Cc: Randy Loveless <RLoveless@everettwa.gov>; Jason Rapelyea <JRapelyea@everettwa.gov>; Curt Monson <Curt@mcclureandsons.com>; Jerry Huber <Jerry.Huber@ecpowerslife.com>; Cheyne Lee <Cheyne.Lee@ecpowerslife.com>; Mitch Markham <Mitch.Markham@ecpowerslife.com>
Subject: [EXTERNAL] Evergreen Pump Station- Time Extension Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached MSI letter. Also reference our last email exchange, dated 3-22-23 (also attached).

John Ogorsolka
Division Manager

ADD TO SCHEDULE UPDATE SUBMITTAL



EC Electric Serial Letter 006

ecpowerslife.com

Date: August 23, 2023

Notice of Event 006

To: McClure and Sons Inc.
15714 Country Club Drive
Mill Creek, WA 98012

Attention: John Ogorsolka

Project: Everett Evergreen Pump Station

Subcontract #: 3398-1

Subject: Automatic Transfer Switch and Switchgear Package Delay

Mr. Ogorsolka,

This letter serves to notify McClure and Sons, pursuant to Articles 6-Changes and 10-Notice to Owner of Section 00 72 00 - General Conditions, that EC continues to be impacted by manufacturer's delay of manufacturing of the Dry-Type Transformer, 1200 Amp MV Switchgear, MV Switchgear A, MV Switchgear B and the MV Switchgear Gen, and Automatic Transfer Switch (ATS) for the Evergreen Pump Station project. This notice is in addition to the previous notices of impact to the MV Drives, ATS's, and Liquid-filled Transformer, which have been provided causing both cost and schedule impacts to EC Electric. On August 3rd, 2023, EC was made aware of additional delays to the electrical equipment for the Evergreen project. This delay was communicated to McClure and the City of Everett Construction team during a meeting held on Friday August 11th, 2023. During that meeting, it was communicated the manufacturers were drafting letters to forward to the City of Everett explaining the delay to the project. In the letter provided from Schneider Square D, for the medium voltage switchgear, the equipment has been delayed from arriving in November 2023, to arriving onsite in January 2024. Additionally, EC was provided a letter of impact from ASCO Power Technologies stating another delay in the manufacturing for the medium voltage ATS from an estimated ship date of November 11, 2023 to now being estimated to ship on April 1st, 2024. This latest update on electrical equipment will impact and delay the install as well as the cutover for the new electrical at the pump station.

At this time EC Electric does not know the full extent of all impacts detailed above and continues to work on a resolution to mitigate schedule impacts, and associated cost increases. EC does not intend to waive and expressly reserves any existing or potential claim for delay, impact and/or unpaid extras in connection with this notification.

EC Electric [x] DOES [] DOES NOT anticipate that this change will impact the contract end date.

- The impact listed above requires that a [TBD] extension of schedule be granted to successfully complete the described work.

EC Electric [x] DOES [] DOES NOT anticipate that this change will have cost impact.

- This delay or hinderance has currently resulted in a [TBD] impact.

ALBANY
541.926.4266

BAY CITY
503.377.2154

EUGENE/SPRINGFIELD
541.345.0669

PORTLAND
503.224.3511

REDMOND
541.316.2023

SEATTLE
206.242.3010

OR: CCB #49737
WA: ECCOM**148BA



Don L. Snyder

From: John Ogorsolka <johno@mcclureandsons.com>
Sent: Friday, April 12, 2024 2:09 PM
To: Randy Loveless
Cc: Don L. Snyder; Jason Rapelyea
Subject: [EXTERNAL] RE: Evergreen PS - ATS Delivery

Category 2: Sensitive information

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I just spoke with them. Thanks Randy!

John O.

Category 2: For official use only / disclosure permissible by law.

From: Randy Loveless <RLoveless@everettwa.gov>
Sent: Friday, April 12, 2024 1:36 PM
To: John Ogorsolka <johno@mcclureandsons.com>
Cc: Don L. Snyder <DLSnyder@everettwa.gov>; Jason Rapelyea <JRapelyea@everettwa.gov>
Subject: Evergreen PS - ATS Delivery
Importance: High

Category 2: Sensitive information

Hi John,

I thought I'd let you know that I got a call from someone named Laura with a shipping/logistics company. Her number is (336) 330-1196. She was trying to coordinate delivery of the 2 ATSs. They are trying to get them delivered next week but need someone to confirm the delivery location, offloading details, etc.

I gave her your (John) name and phone number. She was going to reach out to ASCO to give them that info. If you need to give someone else's contact info, you may need to reach out to her or have someone contact ASCO.

Thanks,
Randy



Randy Loveless, P.E.

Senior Engineer | Public Works

P: 425.257.8825 | C: 425.309.2736 | 3200 Cedar St, Everett, WA 98201

everettwa.gov | [Facebook](#) | [Twitter](#)

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

Category 2: For official use only / disclosure permissible by law.

Don L. Snyder

From: John Ogorsolka <johno@mcclureandsons.com>
Sent: Tuesday, April 23, 2024 10:12 AM
To: Don L. Snyder; Jason Rapelyea; Randy Loveless
Subject: [EXTERNAL] FW: ATS delivery

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

FYI

From: John Ogorsolka <johno@mcclureandsons.com>
Sent: Tuesday, April 23, 2024 9:52 AM
To: John Ogorsolka <johno@mcclureandsons.com>
Subject: ATS delivery



MSI RFI 060 - EC 033 Control Cabinet Modifications

REQUEST FOR INFORMATION

To Project Manager: Don Snyder

From Contractor: McClure and Sons, Inc.
Signature:

Document Reference:

(Drawing Sheet, Detail No. / Spec. Section)

QCC RFI, Rough Sketch, Wired IO List

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☒ Electrical ☐ Other

Request / Recommended Solution:

QCC has designed and built the Everett Evergreen Pump Station Control Panel per the original contract plans 'Evergreen Pump Station Modifications Work Order UP3747-3' received in January 2022. However, during the witnessed factory acceptance test on 5/17/23, it was brought to attention that the City of Everett would prefer the following changes to the control panel:

Please see attachments ,
QCC RFI-p2182-1
Communicate Rough Sketch
Wired IO List

☒ Attachments

Date Required For Response: 6/15/23 Initiated By: Nolan Day EC Electric
(Name) (Firm)

Engineers Response:

See attached for COE comments/edits and an operations flow-chart that can may help clarify how Evergreen Pump Station functions. Having all the RTD modules new and the same for each pump is a good idea; however, they should be located in the Yaskawa drive enclosures instead of in the MCP. Please submit additional information indicating the expected additional cost and schedule for completion.

☐ Attachments

Response By: Don Snyder Firm: COE Date: 6/26/2023

NOTE: This is not an authorization to proceed with work involving additional cost and/or time. Notification must be given in accordance with the Contract Documents if any response causes any change to the Contract Sum and/or Contract Time.

Copies: ☐ Owner's Representative ☐ Consultant
☐ Other _____ ☐ File _____



**CONTRACTOR
REQUEST
FOR INFORMATION**

QCC RFI NO. P2182-1

PROJECT: Everett Evergreen Pump Station Modifications PROJECT NO. P2182

CONTRACTOR: EC ELECTRIC

Information Requested By: QUALITY CONTROLS CORPORATION

Regarding: Drawing: E14, E17-E20 Spec Section: 40 90 00

Description:

QCC has designed and built the Everett Evergreen Pump Station Control Panel per the original contract plans "Evergreen Pump Station Modifications Work Order UP3747-3" received in January 2022. However, during the witnessed factory acceptance test on 5/17/23, it was brought to attention that the City of Everett would prefer the following changes to the control panel:

- Change the Rugid RUG9 PLC to an Automation Direct DoMore PLC, **H2-DM1E**
- Change the Rugid LCD display to an Automation Direct C-More 15" OIT, **EA9-T15CL-R**
- Add DoMore I/O expansion cards to accommodate all necessary I/O, see attached list.
 - o (2) 6-Slot PLC racks, **D2-06BDC1-1**
 - o (1) **Remote I/O module, H2-ERM100**
 - o (1) Remote rack CPU, **H2-EBC100**
 - o (2) **Serial (Modbus RTU) Communication module, H2-SERIO-4**
 - o (4) 16-channel Digital Input modules, **D2-16ND3-2**
 - Interposing relays shall be added to accommodate externally powered 120VAC signals for 24VDC digital inputs
 - o (2) 16-channel Digital Output modules, **D2-16TD2-2**
 - o (1) Analog Combination Input/Output module, **F2-8AD4DA-1**
 - o **(1) PLC Rack Filler Module, D2-FILL**
- Remove hardwired signals between VFDs and PLC (to be replaced with Modbus TCP)
- Add an Automation Direct Stride Ethernet switch, 16-port, to support connections to new Yaskawa VFDs, DoMore PLC, and C-More OIT. See attached communication diagram.
- Provide and install in MCP door (5) motor temperature monitor, Minco **CT224**, one for each pump. Motor RTDs shall be wired to temperature monitors in MCP and alarm output contacts shall be connected to Yaskawa VFD external fault inputs. Terminals shall be provided in the MCP for ease of field wiring.

Please note that if we are to proceed with these changes, QCC will put together a submittal and will not implement any changes until submittal approval is received.

Please advise on whether these changes shall be implemented.

☐ Time or Labor Impact

☐ Cost Impact

☒ Both

Christina Hsu, QCC

Prepared by

May 26, 2023

Date

Engineer's Response::

☐ Project Manager

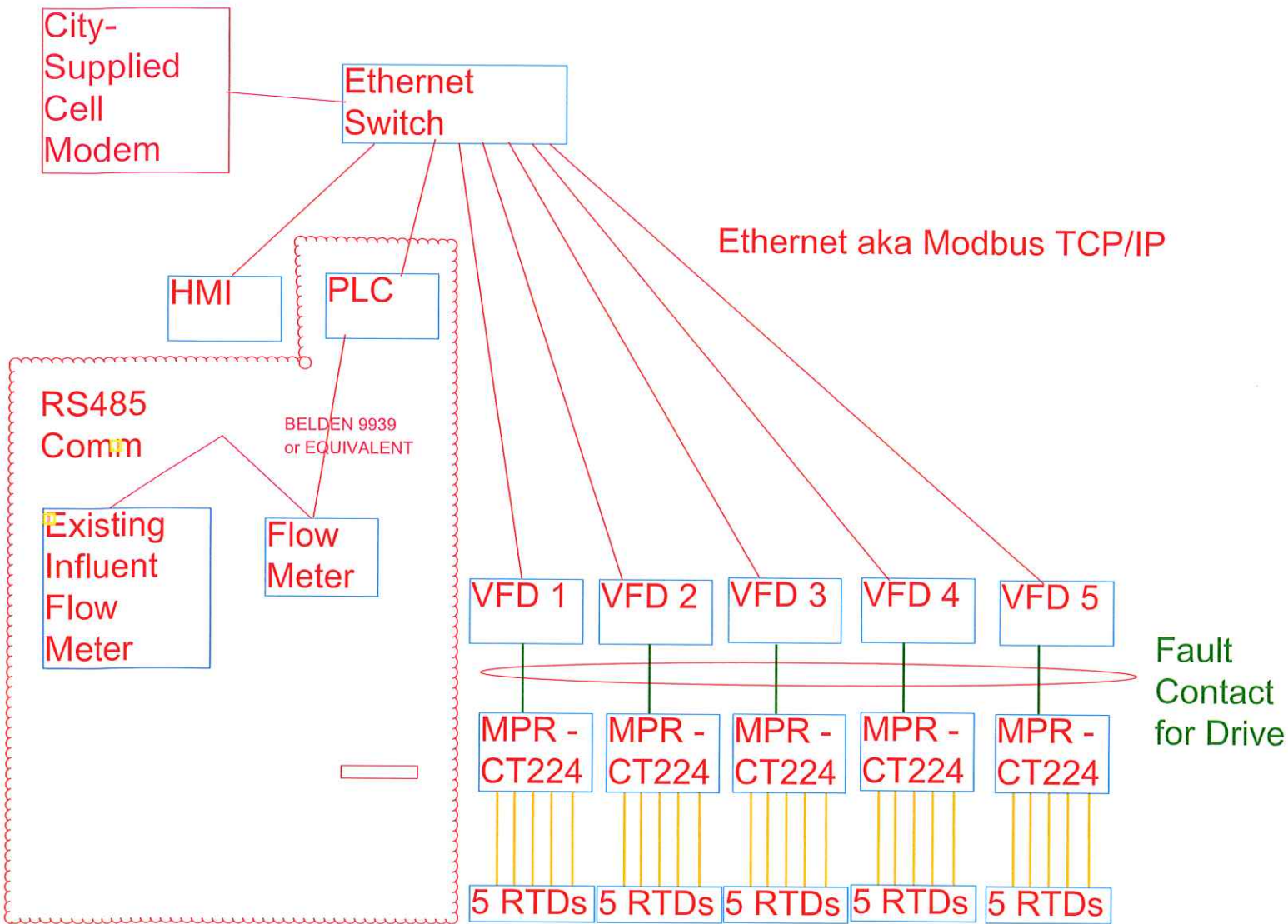
☐ Design Manager

☐ Field Engineer

☐ Other _____

Prepared by

Date



Wired IO List

DO

1. Pump 1 Fault Light
2. Pump 1 Run Light
3. Pump 1 Single Solenoid Valve (with pressure switch) -Discharge Valve Solenoid?
4. Pump 1 Double Solenoid Valve -Emergency Dump Valve Solenoid?
5. Pump 2 Fault Light
6. Pump 2 Run Light
7. Pump 2 Single Solenoid Valve (with pressure switch)
8. Pump 2 Double Solenoid Valve
9. Pump 3 Fault Light
10. Pump 3 Run Light
11. Pump 3 Single Solenoid Valve (with pressure switch)
12. Pump 3 Double Solenoid Valve
13. Pump 4 Fault Light
14. Pump 4 Run Light
15. Pump 4 Single Solenoid Valve (with pressure switch)
16. Pump 4 Double Solenoid Valve
17. Pump 5 Fault Light
18. Pump 5 Run Light
19. Pump 5 Single Solenoid Valve (with pressure switch)
20. Pump 5 Double Solenoid Valve
21. Surge Anticipator 1
22. Surge Anticipator 2
23. Surge Anticipator 3
24. Intrusion Horn

DI

1. Pump 1 Local
2. Pump 1 Remote
3. Pump 1 Pressure Switch (the ZS?, Satisfied state) -On When Pressure is at Satisfied State?
4. Pump 1 Valve ~~Closed~~ Open
5. Pump 2 Local
6. Pump 2 Remote
7. Pump 2 Pressure Switch (the ZS?, Satisfied state)
8. Pump 2 Valve ~~Closed~~ Open
9. Pump 3 Local
10. Pump 3 Remote
11. Pump 3 Pressure Switch (the ZS?, Satisfied state)
12. Pump 3 Valve ~~Closed~~ Open
13. Pump 4 Local
14. Pump 4 Remote
15. Pump 4 Pressure Switch (the ZS?, Satisfied state)

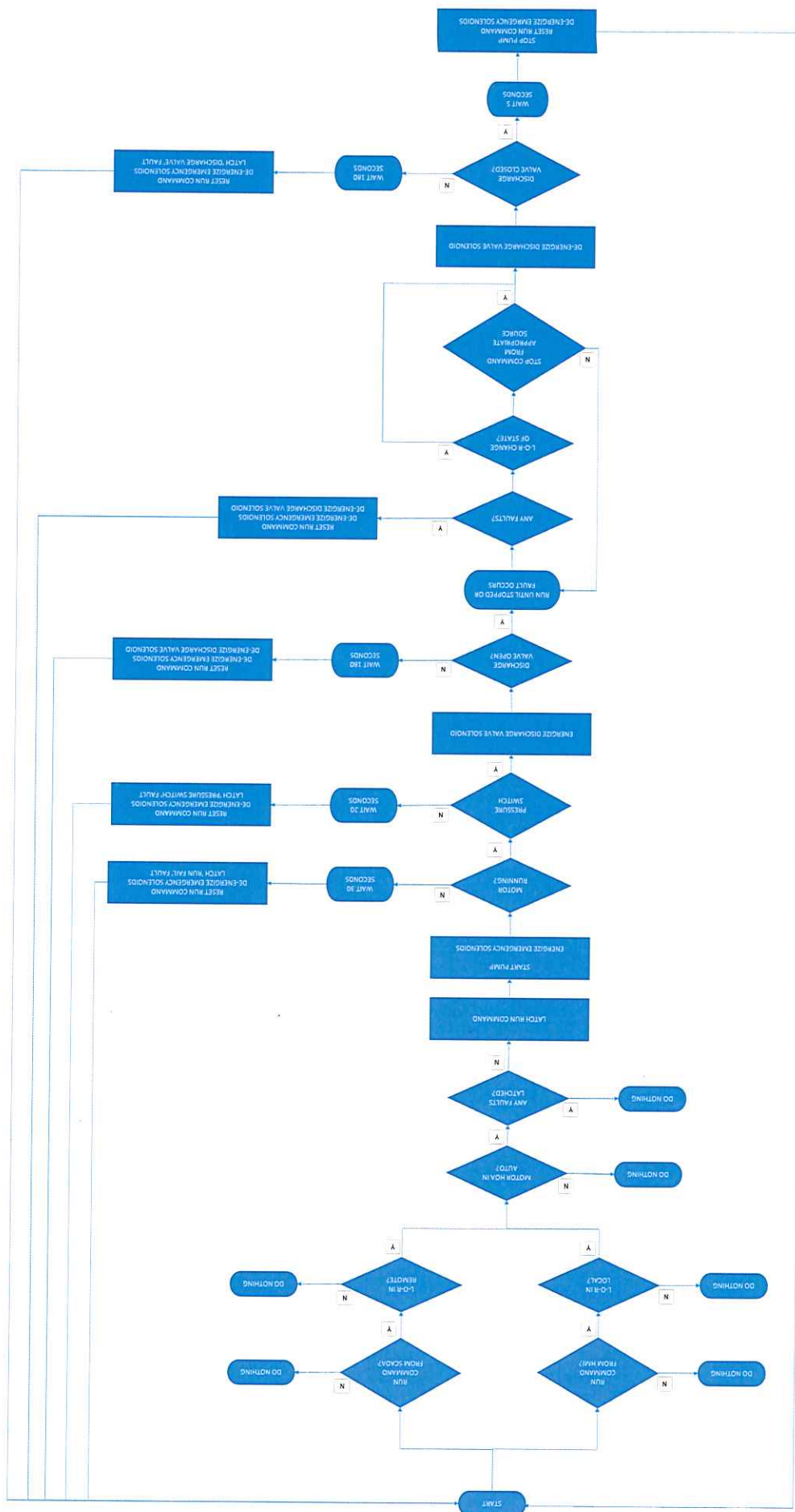
16. Pump 4 Valve ~~Closed~~ Open
17. Pump 5 Local
18. Pump 5 Remote
19. Pump 5 Pressure Switch (the ZS?, Satisfied state)
20. Pump 5 Valve ~~Closed~~ Open
21. **Power Fail**
22. DC Power Okay
23. DC PS Alarm
24. Field Device Power Okay (Maybe remove, not sure why this is needed)
25. Door Switch (1 of 2 old building)
26. Door Switch (2 of 2 old building) -Need to add 3rd Door Switch for the Rollup Door.
27. Door Switch (1 of 2 new building)
28. Door Switch (2 of 2 new building)
29. Flood Switch (Meter Vault) -Confirm Which Flood Switch (new or existing)?
30. Smoke Detectors (4? Wired utilizing the NC contacts in series from the detectors)
31. **AC Power Fail (From UPS)**
32. **ATS A Source** Normal/Utility Power
33. **ATS A Source** Emergency/Gen Power
34. **ATS B Source** Normal/Utility Power
35. **ATS B Source** Emergency/Gen Power
36. FUTURE GEN 1
37. FUTURE GEN 2
38. FUTURE GEN 3
39. FUTURE GEN 4
40. FUTURE GEN 5
41. FUTURE GEN 6
42. FUTURE GEN 7
43. FUTURE GEN 8

Analog In

1. OAT (Outside Ambient Temp)
2. ~~Remainder of card will be wired for Spare~~
2. **Berry Line Pressure**
3. **Suction Pressure**
4. **Discharge Pressure**

Soft Points loosely noted

- Modbus TCP/IP - VFD Status (HOA, Speed, external fault input, etc) **and control.**
- Modbus 485 – Flow Meter, ~~Discharge Pressure, Section Pressure~~



PROJECT: Evergreen Pump Station Modification Project
Work Order Numbers: UP 3747-4

WORK CHANGE DIRECTIVE – No. 01
DATE OF ISSUANCE – 9/25/2023

You are directed to proceed promptly with the following change (s):

Description:

1. Proceed with Control Cabinet Modifications for Evergreen Pump Station Project WO UP3747-3 per RFI 060 and approved Proposed Change Order 006.
2. **Purpose of Work Change Directive:** QCC had designed and built the Everett Evergreen Pump Station control panel per the contract plans Work order UP3747-3. However, during the factory acceptance test on 5/17/2023; City of Everett determined that additional changes to the control panel were required to properly operate the existing equipment.

Attachments: MSI's RFI 060-EC 033 Control Cabinet Modifications & COP 006.

If a claim is made that the above change(s) have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change
in Contract Price:

☒ Unit Prices

☐ Lump Sum

☒ Other – Time & Materials

Method of determining change
in Contract Times:

☒ Contractor's records

☒ Contract Documents

☒ Other Inspector's records

Estimated increase (decrease) in Contract Price:

\$116,005.13

If the change involves an increase, the
estimated amount is not to be exceeded
without further Authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion TBD days:

Ready for final payment TBD days:

If the change involves an increase, the estimated
times are not to be exceeded without further
Authorization.

ACCEPTED: McClure & Sons.

AUTHORIZED: City of Everett

By: 

(Authorized Signature)

Date: 9-28-23

By: _____

Don Snyder

(Authorized Signature)

Date: 9/25/23

TBD=To be determined



CHANGE ORDER PROPOSAL

Owner

McClure & Sons Inc. Project No.: 3398

Owner: UP 3747

Change Order Description: Bid Item #39 Force Account - Control Cabinet Changes per RFI 031 from EC Electric.

Change Order Proposal #: #18R

Date: September 8, 2023

CCI No.

RFI #: #031

ASK#

FO #:

FLDR #:

11.03.C.4.a DIRECT LABOR COSTS

Trade	Wage Rate	Proposed Hours	Cost
See Worksheet			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Labor Cost			\$ -
		LABOR O&P	29% \$ -
		TOTAL LABOR	\$ -

11.03.C.4.b DIRECT MATERIAL COSTS

Description	Quantity	Units	Unit Cost	Cost
See Worksheet				\$ -
				\$ -
				\$ -
				\$ -
Material Cost				\$ -
			MATERIAL O&P	21% \$ -
			TOTAL MATERIAL	\$ -

11.03.C.4.c CONSTRUCTION EQUIPMENT USAGE COSTS

Description	Rate	Proposed Hours	Cost
See Worksheet		0	\$ -
		0	\$ -
		0	\$ -
Equipment Cost			\$ -
		EQUIPMENT O&P	21% \$ -
		TOTAL EQUIPMENT	\$ -

DIRECT COST SUMMARY

Subtotal Costs \$ -

11.03.C.4.d PRIME SUBCONTRACTOR'S PROPOSALS

EC Electric	Cost
Control Cabinet Changes 1 LS	\$108,416.01
Subcontract Cost	\$108,416.01
OH & P on Subs by the Prime Contractor	7% \$ 7,589.12

COST SUMMARY

Subtotal \$116,005.13
Bond and Insurance

TOTAL COST OF PROPOSED ESTIMATE WITHOUT SALES TAX

\$116,005.13

Cost of delay to contract due to this change may not be included in this proposal, but will be accessed at completion of this change order.

Change in time to contract completion: + / - 225 days



EC Change Order Proposal 006

ecpowerslife.com

Date: September 8, 2023

To: McClure and Sons Inc.
15714 Country Club Drive
Mill Creek, WA 98012

Attention: John Ogorsolka

Project: Everett Evergreen Pump Station, City of Everett
Subcontract #: 3398-1

Subject: EC COP-006 – Control Cabinet Changes

PCO Item	Amount
Lump Sum for Electrical Work Associated with this Impact <i>Additional 225 calendar days is requested because of this change.</i>	\$108,416.01

Quote is Valid for 30 Days.

- EC Electric is submitting what we understand as the current pricing for this work, as of this date. Given the current condition of the project, we cannot determine the final effect on the contract completion date, or the ultimate cost impact. No impact or delay costs are included. We reserve our rights to time extensions, time-related costs and any indirect costs that result or flow from the changes ordered herein.

Cheyne Lee
Senior Project Manager
Industrial Division
Cheyne.Lee@ecpowerslife.com
Direct: (206) 436-6020
Mobile: (206) 473-7995



ALBANY
541.926.4266

BAY CITY
503.377.2154

EUGENE/SPRINGFIELD
541.345.0669

PORTLAND
503.224.3511

REDMOND
541.316.2023

SEATTLE
206.242.3010

OR: CCB #49737
WA: ECCOM**1488A





Proposed Change Order

Project: Evergreen Pump Station Upgrades
EC Job No: 81952

Date: 8/27/2023
EC PCO No: 6
Owner's Ref No:

OR: CCB #49737 WA: ECCOM**148BA

WORK DESCRIPTION:

Change order includes Re-building the Control Cabinet built by QCC. Additionally, Dykeman/Yaskawa will be providing the Minco RTD Relay monitoring kit for EC to field install in the MV Drives. Cat5e wiring will need to be run from each relay monitoring kit back to the Change the Rugid RUG9 PLC to an Automation Direct DoMore PLC
Change the Rugid LCD display to an Automation Direct C-More 15" OIT
Add DoMore I/O expansion cards to accommodate all necessary I/O, see attached list.

- (2) 6-Slot PLC racks
- (1) Remote I/O module
- (1) Remote rack CPU

Add an Automation Direct Stride Ethernet switch, 16-port, to support connections to new Yaskawa VFDs, A29 DoMore PLC, and C-More OIT.
Provide and install in MCP door (5) motor temperature monitor, Minco CT224, one for each pump. Motor RTDs shall be wired to temperature monitors in MCP and alarm output contacts shall be connected to Yaskawa VFD external fault inputs.
Minco CT224 12 channel RTD monitoring relay kit Kit Includes: Wiring harness from MINCO CT224 to terminals
Additional Engineering review of revised drawings and test plan and engineering for followup FAT Testing for Control Cabinet.
Additional overhead associated with the extension of project resulting from this change outside managing the work.

SCHEDULE IMPACT:

	A time extension will NOT be required, however an extension of time may be required based on the number of cumulative change orders.
X	A time extension of: 225.0 Calendar days will be required from Original contract Duration.

DIRECT LABOR WAGE		Hours	Hourly Rate	Totals	
Electrical General Foreman	STRAIGHT TIME	30.00	\$128.07	\$	3,842.10
Subtotal Direct Supervision Cost		30.00	\$128.07	\$	3,842.10
Electrical General Foreman	STRAIGHT TIME	56.00	\$128.07	\$	7,171.92
Electrical Journeyman	STRAIGHT TIME	76.55	\$111.36	\$	8,524.61
Subtotal Direct Labor Cost		132.55	\$118.42	\$	15,696.53
Direct Labor Cost		162.55	\$120.20	\$	19,538.63

MATERIALS:

Materials Extension	\$	30.24
QCC - Quality Controls Cooperation	\$	25,444.12
Dykeman	\$	29,289.60
Subtotal Material Cost		\$ 54,763.96

SUBCONTRACTS:

Subtotal Subcontract Cost	\$	-
---------------------------	----	---

MISC OTHER DIRECT LABOR COSTS:

Sr Project Manager	STRAIGHT TIME	58	\$138.42	\$	8,009.90
Electrical Engineer	STRAIGHT TIME	16	\$124.55	\$	1,993.00
Project Coordinator	STRAIGHT TIME	29	\$73.06	\$	2,113.87
Scheduler	STRAIGHT TIME	24	\$132.54	\$	3,181.00
Subtotal Misc Cost				\$	15,297.77

COST SUMMARY:

Direct Labor Cost	\$	19,538.63
Materials Cost	\$	54,763.96
Rentals Cost	\$	-
Subcontracts Cost	\$	-
Misc Cost	\$	15,297.77
Subtotal Cost Summary		\$ 89,600.36

MARK-UP:

Direct Labor Fee	21.00%	\$	4,103.11
Materials Fee	21.00%	\$	11,500.00

Rentals Fee	21.00%	\$	-
Subcontractors Fee	12.00%	\$	-
Misc Other Direct Labor Fee	21.00%	\$	3,212.53
TOTAL PRICE THIS CHANGE ORDER		\$	108,416.01

Work will commence upon written acceptance by an authorized agent. THIS C/O VALID FOR 30 DAYS

Cheyne Lee
Senior Project Manager



Pricing Extension

OR: CCB #49737 WA: ECCOM**148BA

AREA	SIZE	ITEM DESCRIPTION	QTY	NET PRICE	PRICE UNIT	TOTAL MATERIAL	FIELD LABOR	LABOR UNIT	TOTAL LABOR
0	CATSE	INSTALL CAT SE FROM CONTROL PNL TO ASD1	39.00	\$ 0.12	E	\$ 4.68	0.09	E	3.41
0	CATSE	INSTALL CAT SE FROM CONTROL PNL TO ASD2	45.00	\$ 0.12	E	\$ 5.40	0.09	E	3.94
0	CATSE	INSTALL CAT SE FROM CONTROL PNL TO ASD3	50.00	\$ 0.12	E	\$ 6.00	0.09	E	4.38
0	CATSE	INSTALL CAT SE FROM CONTROL PNL TO ASD4	56.00	\$ 0.12	E	\$ 6.72	0.09	E	4.90
0	CATSE	INSTALL CAT SE FROM CONTROL PNL TO ASD5	62.00	\$ 0.12	E	\$ 7.44	0.09	E	5.43
0	CATSE	TERMINATE CATSE	10.00	\$ -	E	\$ -	0.65	E	6.50
						\$ 30.24			28.55



EC Electric Labor Rate Summary

OR: CCB #49737 WA: ECCOM**148BA

TEAM MEMBER	STRAIGHT TIME	OVER TIME	DOUBLE TIME
Sr Project Manager	\$ 138.42	\$ -	\$ -
Project Manager	\$ 124.55	\$ -	\$ -
Assistant Project Manager	\$ 96.31	\$ -	\$ -
Project Coordinator	\$ 73.06	\$ -	\$ -
Scheduler	\$ 132.54	\$ -	\$ -
BIM/CAD Modeler	\$ 110.83	\$ -	\$ -
EHS Professional	\$ 86.31	\$ -	\$ -
Electrical General Foreman	\$ 128.07	\$ 192.11	\$ 256.14
Electrical Foreman	\$ 119.72	\$ 179.58	\$ 239.44
Electrical Journeyman	\$ 111.36	\$ 167.04	\$ 222.72
Electrical Apprentice	\$ 86.91	\$ 130.37	\$ 173.82

Rates valid through: 1/31/2024



**CONTRACTOR
REQUEST
FOR INFORMATION**

QCC RFI NO. P2182-1 R1

PROJECT: Everett Evergreen Pump Station Modifications PROJECT NO. P2182

CONTRACTOR: EC ELECTRIC

Information Requested By: QUALITY CONTROLS CORPORATION

Regarding: Drawing: E14, E17-E20 Spec Section: 40 90 00

Description:

QCC has designed and built the Everett Evergreen Pump Station Control Panel per the original contract plans "Evergreen Pump Station Modifications Work Order UP3747-3" received in January 2022. However, during the witnessed factory acceptance test on 5/17/23, it was brought to attention that the City of Everett would prefer the following changes to the control panel:

- Change the Rugid RUG9 PLC to an Automation Direct DoMore PLC, **H2-DM1E**
- Change the Rugid LCD display to an Automation Direct C-More 15" OIT, **EA9-T15CL-R**
- Add DoMore I/O expansion cards to accommodate all necessary I/O, see attached list.
 - o (2) 6-Slot PLC racks, **D2-06BDC1-1**
 - o (1) Remote rack CPU, **H2-EBC100**
 - o (1) Serial (Modbus RTU) Communication module, **H2-SERIO-4**
 - o (4) 16-channel Digital Input modules, **D2-16ND3-2**
 - Interposing relays shall be added to accommodate externally powered 120VAC signals for 24VDC digital inputs
 - o (2) 16-channel Digital Output modules, **D2-16TD2-2**
 - o (1) Analog Combination Input/Output module, **F2-8AD4DA-1**
 - o (3) PLC Rack Filler Module, **D2-FILL**
- Remove hardwired signals between VFDs and PLC (to be replaced with Modbus TCP)
- Add an Automation Direct Stride Ethernet switch, 16-port, to support connections to new Yaskawa VFDs, DoMore PLC, and C-More OIT. See attached communication diagram.

Please note that if we are to proceed with these changes, QCC will put together a submittal and will not implement any changes until submittal approval is received.

Please advise on whether these changes shall be implemented.

☐ Time or Labor Impact

☐ Cost Impact

☒ Both

Christina Hsu, QCC

Prepared by

September 7, 2023

Date

Engineer's Response::

☐ Project Manager

☐ Design Manager

☐ Field Engineer

☐ Other

Prepared by

Date



**QUALITY
CONTROLS**
CORPORATION

CHANGE ORDER REQUEST

Date: <u>9/6/23</u>	Project: <u>Everett Evergreen Pump Station Modifications</u>
To: <u>EC Electric</u>	COR Number: <u>COR-P2182-2 R3</u>
Attn: <u>Cheyne Lee</u>	Description: <u>QCC RFI-P2182-1 Changes</u>

This Change Order Request (COR) contains a quotation for a change in the contract sum or the contract time in response to proposed modifications to the contract documents based on:

Field Directive #: _____	COR #: _____
RFI #: <u>QCC RFI-P2182-1</u>	Other: _____

Description of Change:

QCC shall redesign and rebuild the Evergreen Pump Station Control Panel with the City's preferred control equipment.

Please reference QCC RFI-P2182-1 for the complete list of changes proposed from the witnessed factory acceptance test on 5/17/23.

Updated per COE response to EC RFI-033 on 6/26/23.

R3 Update: Remove motor protection relays from QCC scope. Units shall be provided and installed by EC Electric per email received 8/14/23. Updated parts quantities per COE response to EC RFI-033, please see QCC RFI-P2182-1 R1 for updated list.

Attached supporting information from:

☐ Supplier ☐ Sub Contractor

Reason for Change:

Response to discussion from witnessed factory acceptance test on 5/17/23.

Lead time to complete upon approval (may require an extension to contract depending on project schedule):

Amount: 40 working days

Does proposed change involve a change in contract sum? ☒ Yes ☐ No (- for decrease)

Amount: \$25,444.12

Project Manager: Christina Hsu **Date:** 9/6/23



22406 72ND AVE SOUTH
KENT, WA 98032
P: 206-708-1796
F: 206-829-8371

Quote

Page: 1

Order Number: 0658004
Order Date: 8/14/2023
Product Availability: See Body
Quote Valid Through: 9/10/2023

Salesperson: JOR
Customer Number: 55-ECCWAEV

Division: SEATTLE

Sold To:
EC COMPANY
ELECTRICAL CONSTRUCTION CO
PO BOX 10286
PORTLAND, OR 97296-0286

Confirm To:

Cheyne

Ship To:
EC COMPANY
ELECTRICAL CONSTRUCTION CO
PO BOX 10286
PORTLAND, OR 97296-0286

Entered By:
JOHN RIGGS

Customer P.O.	Ship VIA	PREPAID&ADD	F.O.B.	Terms
	PARCEL		Factory	NET 30

Item Number	Ordered	Shipped	Back Order	Exp Ship	Price	Amount
*FIELD RTD MON	5	0	0		5,389.07	26,945.35

Minco CT224 12 channel RTD monitoring relay kit Kit Includes:

Wiring harness from MINCO CT224 to terminals

Cutout guide with template for field installation of monitor

Due to supply chain constraints at MINCO current delivery estimate is week of 01/9/2024

Above date is based on a purchase order being received for this change order no later than 08-21-2023

New drawings will be sent for approval 4-6 weeks after receipt of this order

Customer agrees to return approval drawing in 7 calendar days after receipt of electronic / pdf copies

A 3.5% Surcharge may be added to Credit Card Payments.
In the event that all or part of this order is canceled, cancellation charges will apply based on the manufacturer's terms and conditions.

Net Order:	26,945.35
Less Discount:	0.00
Shipping & Handling:	0.00
Sales Tax:	2,344.25
Order Total: USD	29,289.60

DAILY FORCE ACCOUNT RECORD



FA-001

PROJECT:	Evergreen Pump Station Modification Project	WORK ORDER NO.	UP 3747
WORK AUTHORIZED BY:	Don Snyder	BID ITEM NO.	39
PRIME CONTRACTOR:	McClure & Sons, Inc.	PAY ESTIMATE NO.	3
SUBCONTRACTOR:		PRIME (0) OR SUB(1)	0
DATE:	7/7 -7/12	OR SERVICE (2)	
DESCRIPTION OF WORK:	Removal of abstractions (unknown abandon utilities)		

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Monson	Working Superintendent	\$ 78.98		13.5		\$ 1,066.23
Manuel Arceo	Operator	\$ 88.45		13.5		\$ 1,194.08
Terry Duncan	Operator	\$ 88.45		12		\$ 1,061.40

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Kobelco 140 excavator	\$ 104.33		3		\$ 312.99
Cat 305 excavator	\$ 60.14		13.5		\$ 811.89
K1500 Pickup	\$ 35.94		13.5		\$ 485.19

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$ 3,321.71
	29% PROFIT & OH	\$ 963.29
	EQUIPMENT	\$ 1,610.07
	21% PROFIT & OH	\$ 338.11
	MATERIAL	\$ -
	21% PROFITS & OH	\$ -
	SUBTOTAL	\$ 6,233.16
	12% MARKUP TO PRIME FOR SUB	\$ -
	21% MARKUP TO PRIME FOR SERV.	
	MATERIALS USE TAX	
	TOTAL	\$ 6,233.16
CONTRACTOR REP		
TITLE		
JASON RAPELYEA - CITY OF EVERETT INSPECTOR		



CHANGE ORDER PROPOSAL

Owner

McClure & Sons Inc. Project No.: 3398

Owner: UP 3747

Change Order Description: BID ITEM #39 FORCE ACCOUNT - Removal of Unknown Obstructions (Abandoned Utilities) - 7/7 THRU 7/11/22

Change Order Proposal #: #001R

Date: 7-7 to 7/11/2022

CCI No.

RFI #:

ASK#

FO #:

FLDR #:

11.03.C.4.a DIRECT LABOR COSTS

Trade	Wage Rate	Proposed Hours	Cost
See Worksheet		0	\$ 3,321.71
			\$ -
			\$ -
			\$ -
			\$ -
Labor Cost			\$ 3,321.71
		PROFIT & OH	29%
		LABOR	\$ 963.29
		TOTAL	\$ 4,285.00

11.03.C.4.b DIRECT MATERIAL COSTS

Description	Quantity	Units	Unit Cost	Cost
See Worksheet				
Material Cost				\$ -
		PROFIT & OH	21%	\$ -
		LABOR		\$ -
		TOTAL		\$ -

11.03.C.4.c CONSTRUCTION EQUIPMENT USAGE COSTS

Description	Rate	Proposed Hours	Cost
See Worksheet			\$ 1,610.07
			\$ -
			\$ -
Equipment Cost			\$ 1,610.07
		PROFIT & OH	21%
		LABOR	\$ 338.11
		TOTAL	\$ 1,948.18

DIRECT COST SUMMARY

Subtotal Direct Costs **\$ 6,233.18**

11.03.C.4.d PRIME SUBCONTRACTOR'S PROPOSALS

Name	Cost
	\$ -
Subcontract Cost	\$ -
OH & P on Subs by the Prime Contractor	12% \$ -

COST SUMMARY

TOTAL **\$ 6,233.18**
Bond and Insurance **\$ -**

TOTAL COST OF PROPOSED ESTIMATE WITHOUT SALES TAX

\$ 6,233.18

Cost of delay to contract due to this change may not be included in this proposal, but will be accessed at completion of this change order.

Change in time to contract completion: + / - _____ days



LABOR RATES

PROJECT: Everett Evergreen P.S.
 BID DATE: 02/15/2022

CRAFT		TOTAL WAGE	BASE RATE	FRINGE RATE	SICK TIME	PAYROLL TAX	L&I	TOTAL WAGE RATE	TOTAL OT	TOTAL DT
General Foreman Carpenter		\$ 75.90	\$ 59.12	\$ 16.78	\$ 1.46	\$ 6.95	\$ 3.43	\$ 87.75	\$ 117.31	\$ 146.87
Foreman Carpenter		\$ 73.33	\$ 56.55	\$ 16.78	\$ 1.42	\$ 6.65	\$ 3.43	\$ 84.83	\$ 113.10	\$ 141.38
Carpenter - Group 1		\$ 68.19	\$ 51.41	\$ 16.78	\$ 1.32	\$ 6.05	\$ 3.43	\$ 78.98	\$ 104.69	\$ 130.39
Operator- 30-50T		\$ 76.77	\$ 57.58	\$ 19.19	\$ 1.48	\$ 6.77	\$ 3.43	\$ 88.45	\$ 117.24	\$ 146.03
General Labor - Group 1		\$ 54.62	\$ 40.97	\$ 13.65	\$ 1.05	\$ 4.82	\$ 3.43	\$ 63.92	\$ 84.41	\$ 104.89
Pipelayer		\$ 57.31	\$ 42.98	\$ 14.33	\$ 1.11	\$ 5.05	\$ 3.43	\$ 66.90	\$ 88.39	\$ 109.88
Cement Mason		\$ 66.91	\$ 50.18	\$ 16.73	\$ 1.29	\$ 5.90	\$ 3.43	\$ 77.53	\$ 102.62	\$ 127.71
Pipefitter		\$ 80.97	\$ 60.73	\$ 20.24	\$ 1.56	\$ 7.14	\$ 3.43	\$ 93.10	\$ 123.47	\$ 153.83

PAYROLL TAXES: 11.76%

FICA 7.65%
 FUTA 0.60%
 FMLA 0.60%
 SUTA 2.91%

SICK 1.93%

UPDATED 1.5.21

DAILY FORCE ACCOUNT RECORD



PROJECT: Evergreen Pump Station Modification Project
 WORK AUTHORIZED BY: Don Snyder
 PRIME CONTRACTOR: McClure & Sons, Inc.
 SUBCONTRACTOR:
 DATE: 7/7 - 7/12
 DESCRIPTION OF WORK: Removal of abstractions (unknown abandon utilites)

WORK ORDER NO. UP 3747
 BID ITEM NO. 39
 PAY ESTIMATE NO.
 PRIME (0) OR SUB(1) 0
 OR SERVICE (2)

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Munson	Superintendent			13.5		
Manny	Operator			13.5		
Terry	Laborer / Driver			9		

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Kobelco 140 excavator #992			3		
Cat 305 excavator #1177			13.5		

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

CONTRACTOR REP

TITLE

DON SNYDER - CITY OF EVERETT INSPECTOR

LABOR	\$	-
29% PROFIT & OH	\$	-
EQUIPMENT	\$	-
21% PROFIT & OH	\$	-
MATERIAL	\$	-
21% PROFITS & OH	\$	-
SUBTOTAL	\$	-
12% MARKUP TO PRIME FOR SUB	\$	-
21% MARKUP TO PRIME FOR SERV.		
MATERIALS USE TAX		
TOTAL	\$	-

DAILY FORCE ACCOUNT RECORD



FA-002

PROJECT:	Evergreen Pump Station Modification Project	WORK ORDER NO.	UP 3747
WORK AUTHORIZED BY:	Don Snyder	BID ITEM NO.	39
PRIME CONTRACTOR:	McClure & Sons, Inc.	PAY ESTIMATE NO.	3
SUBCONTRACTOR:		PRIME (0) OR SUB(1)	0
DATE:	7/19/2022	OR SERVICE (2)	
DESCRIPTION OF WORK:	Removal of abstractions (unknown abandon utilities) in conflict with new 36-inch Drain line		

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Monson	Superintendent	\$ 78.98		1		\$ 78.98
Manuel Arceo	Operator	\$ 88.45		1		\$ 88.45
Terry Duncan	Operator	\$ 88.45		1		\$ 88.45
						\$ 255.88

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Kobelco 140 excavator	\$ 104.33		1		\$ 104.33
K1500 Pickup	\$ 35.94		1		\$ 35.94
					\$ 140.27

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$ 255.88
	29% PROFIT & OH	\$ 74.21
	EQUIPMENT	\$ 140.27
	21% PROFIT & OH	\$ 29.46
	MATERIAL	\$ -
	21% PROFITS & OH	\$ -
	SUBTOTAL	\$ 499.81
	12% MARKUP TO PRIME FOR SUB	\$ -
	21% MARKUP TO PRIME FOR SERV.	
	MATERIALS USE TAX	
	TOTAL	\$ 499.81
CONTRACTOR REP		
TITLE		
JASON RAPELYEA - CITY OF EVERETT INSPECTOR		



CHANGE ORDER PROPOSAL

Owner

McClure & Sons Inc. Project No.: 3398

Owner: UP 3747

Change Order Description: BID ITEM #39 FORCE ACCOUNT - Removal of obstructions
(unknown abandon utilities) in conflict with the new 36" Drain
Line

Change Order Proposal #: FA#002R
CCI No.

RFI #:
FO #:

Date: August 6, 2022
ASK#
FLDR #:

11.03.C.4.a DIRECT LABOR COSTS

Trade	Wage Rate	Proposed Hours	Cost
See Worksheet			\$ 255.88
			\$ -
			\$ -
			\$ -
			\$ -
Labor Cost			\$ 255.88
		LABOR O&P	29%
			\$ 74.21
		TOTAL LABOR	\$ 330.09

11.03.C.4.b DIRECT MATERIAL COSTS

Description	Quantity	Units	Unit Cost	Cost
See Worksheet				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Material Cost				\$ -
		MATERIAL O&P	21%	\$ -
		TOTAL MATERIAL		\$ -

11.03.C.4.c CONSTRUCTION EQUIPMENT USAGE COSTS

Description	Rate	Proposed Hours	Cost
See Worksheet		0	\$ 140.27
		0	\$ -
		0	\$ -
		0	\$ -
Equipment Cost			\$ 140.27
		EQUIPMENT O&P	21%
			\$ 29.46
		TOTAL EQUIPMENT	\$ 169.73

DIRECT COST SUMMARY

Subtotal Costs \$ 499.81

11.03.C.4.d PRIME SUBCONTRACTOR'S PROPOSALS

Name	Cost
	\$ -
Subcontract Cost	\$ -
OH & P on Subs by the Prime Contractor	12% \$ -

COST SUMMARY

Subtotal \$ 499.81
Bond and Insurance

TOTAL COST OF PROPOSED ESTIMATE WITHOUT SALES TAX

\$ 499.81

Cost of delay to contract due to this change may not be included in this proposal,
but will be accessed at completion of this change order.

Change in time to contract completion: + / - _____ days



Description of work:	BID ITEM #39 FORCE ACCOUNT - Removal of obstructions (unknown abandon utility)		
Requested by:		CO Proposal #:	FA#002R
Work authorized by:		WCD / CPR#:	0
Authorization date:		RFI#:	0
Proposal Date:	August 6, 2022	ASI#:	0
		FO#:	0

Costs of delay to contract due to this change may not be included in this proposal, but will be accessed at completion of this Change Order.

ITEM	DESCRIPTION	LABOR HOURS	LABOR UNIT	LABOR RATE	LABOR TOTAL	MATERIAL QTY	MATERIAL UNIT	MATERIAL UNIT COST	MATERIAL TOTAL	EQUIP QTY	EQUIP UNIT	EQUIP RATE	EQUIP TOTAL
1	REMOVAL UNKNOWN OBSTRUCTION												
	Operator - Manny Arceo	1.0	Hours	\$ 88.45	\$ 88.45								
	Truck Driver - Terry Duncan	1.0	Hours	\$ 88.45	\$ 88.45								
	Superintendent (Working) - Curt	1.0	Hours	\$ 78.98	\$ 78.98								
	Kobelco 140 Excavator									1.0	Hours	\$ 104.33	\$ 104.33
	K1500 Pickup									1.0	Hours	\$ 35.94	\$ 35.94
TOTALS					\$ 255.88				\$0.00				\$ 140.27



LABOR RATES

PROJECT: Everett Evergreen P.S.

BID DATE: 02/15/2022

CRAFT		TOTAL WAGE	BASE RATE	FRINGE RATE	SICK TIME	PAYROLL TAX	L&I	TOTAL WAGE RATE	TOTAL OT	TOTAL DT
General Foreman Carpenter		\$ 75.90	\$ 59.12	\$ 16.78	\$ 1.46	\$ 6.95	\$ 3.43	\$ 87.75	\$ 117.31	\$ 146.87
Foreman Carpenter		\$ 73.33	\$ 56.55	\$ 16.78	\$ 1.42	\$ 6.65	\$ 3.43	\$ 84.83	\$ 113.10	\$ 141.38
Carpenter - Group 1		\$ 68.19	\$ 51.41	\$ 16.78	\$ 1.32	\$ 6.05	\$ 3.43	\$ 78.98	\$ 104.69	\$ 130.39
Operator- 30-50T		\$ 76.77	\$ 57.58	\$ 19.19	\$ 1.48	\$ 6.77	\$ 3.43	\$ 88.45	\$ 117.24	\$ 146.03
General Labor - Group 1		\$ 54.62	\$ 40.97	\$ 13.65	\$ 1.05	\$ 4.82	\$ 3.43	\$ 63.92	\$ 84.41	\$ 104.89
Pipelayer		\$ 57.31	\$ 42.98	\$ 14.33	\$ 1.11	\$ 5.05	\$ 3.43	\$ 66.90	\$ 88.39	\$ 109.88
Cement Mason		\$ 66.91	\$ 50.18	\$ 16.73	\$ 1.29	\$ 5.90	\$ 3.43	\$ 77.53	\$ 102.62	\$ 127.71
Pipefitter		\$ 80.97	\$ 60.73	\$ 20.24	\$ 1.56	\$ 7.14	\$ 3.43	\$ 93.10	\$ 123.47	\$ 153.83

PAYROLL TAXES: 11.76%

FICA 7.65%

FUTA 0.60%

FMLA 0.60%

SUTA 2.91%

SICK 1.93%

UPDATED 1.5.21

DAILY FORCE ACCOUNT RECORD



PROJECT:	Evergreen Pump Station Modification Project	WORK ORDER NO.	UP 3747
WORK AUTHORIZED BY:	Don Snyder	BID ITEM NO.	39
PRIME CONTRACTOR:	McClure & Sons, Inc.	PAY ESTIMATE NO.	
SUBCONTRACTOR:		PRIME (0) OR SUB(1)	0
DATE:	7/19/2022	OR SERVICE (2)	
DESCRIPTION OF WORK:	Removal of abstractions (unknown abandon utilites) in conflict with new 36-inch Drain line		

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Munson	Superintendent			1		
Manny	Operator			1		
Terry	Laborer / Driver			1		

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Kobelco 140 excavator # 992			1		

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$	-
	29% PROFIT & OH	\$	-
CONTRACTOR REP	EQUIPMENT	\$	-
	21% PROFIT & OH	\$	-
	MATERIAL	\$	-
	21% PROFITS & OH	\$	-
TITLE	SUBTOTAL	\$	-
	12% MARKUP TO PRIME FOR SUB	\$	-
	21% MARKUP TO PRIME FOR SERV.		
	MATERIALS USE TAX		
DON SNYDER - CITY OF EVERETT INSPECTOR	TOTAL	\$	-

DAILY FORCE ACCOUNT RECORD



FA-003

PROJECT: Evergreen Pump Station Modification Project
 WORK AUTHORIZED BY: Don Snyder
 PRIME CONTRACTOR: McClure & Sons, Inc.
 SUBCONTRACTOR:
 DATE: 7/22/2022
 DESCRIPTION OF WORK: Excavation for temp conduits per RFI #21

WORK ORDER NO. UP 3747
 BID ITEM NO. 39
 PAY ESTIMATE NO. 3
 PRIME (0) OR SUB(1) 0
 OR SERVICE (2)

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Monson	Superintendent	\$ 78.98		2		\$ 176.90
Manuel Arceo	Operator	\$ 88.45		2		\$ 157.96
Terry Duncan	Operator	\$ 88.45		2		\$ 176.90
						\$ 511.76

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Cat 305 excavator	\$ 60.14		2		\$ 120.28
K1500 Pickup	\$ 35.94		2		\$ 71.88
kobleco 140 Excavator		\$ 30.94		2	\$ 61.88
JLG Skytrack 8042		\$ 19.91		2	\$ 39.82
		\$ 10.98		2	\$ 21.96
		\$ 4.09		2	\$ 8.18
					\$ 324.00

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$ 511.76
	29% PROFIT & OH	\$ 148.41
	EQUIPMENT	\$ 324.00
	21% PROFIT & OH	\$ 68.04
	MATERIAL	\$ -
	21% PROFITS & OH	\$ -
	SUBTOTAL	\$ 1,052.21
	12% MARKUP TO PRIME FOR SUB	\$ -
	21% MARKUP TO PRIME FOR SERV.	
	MATERIALS USE TAX	
	TOTAL	\$ 1,052.21
CONTRACTOR REP		
TITLE		
JASON RAPELYEA - CITY OF EVERETT INSPECTOR		



CHANGE ORDER PROPOSAL

Owner

McClure & Sons Inc. Project No.: 3398

Owner: UP 3747

Change Order Description: BID ITEM #39 FORCE ACCOUNT - Excavation for temp conduits
per RFI #021

Change Order Proposal #: #003R

Date: July 22, 2022

CCI No.

RFI #: #021

ASK#

FO #:

FLDR #:

11.03.C.4.a DIRECT LABOR COSTS

Trade	Wage Rate	Proposed Hours	Cost
See Worksheet			\$ 511.76
			\$ -
			\$ -
			\$ -
			\$ -
Labor Cost			\$ 511.76
		LABOR O&P	29% \$ 148.41
		TOTAL LABOR	\$ 660.17

11.03.C.4.b DIRECT MATERIAL COSTS

Description	Quantity	Units	Unit Cost	Cost
See Worksheet				\$ -
				\$ -
				\$ -
				\$ -
Material Cost				\$ -
		MATERIAL O&P	21%	\$ -
		TOTAL MATERIAL		\$ -

11.03.C.4.c CONSTRUCTION EQUIPMENT USAGE COSTS

Description	Rate	Proposed Hours	Cost
See Worksheet			\$ 324.00
			\$ -
			\$ -
Equipment Cost			\$ 324.00
		EQUIPMENT O&P	21% \$ 68.04
		TOTAL EQUIPMENT	\$ 392.04

DIRECT COST SUMMARY

Subtotal Costs **\$ 1,052.21**

11.03.C.4.d PRIME SUBCONTRACTOR'S PROPOSALS

Name	Cost
	\$ -
Subcontract Cost	\$ -
OH & P on Subs by the Prime Contractor	12% \$ -

COST SUMMARY

Subtotal **\$ 1,052.21**
Bond and Insurance

TOTAL COST OF PROPOSED ESTIMATE WITHOUT SALES TAX

\$ 1,052.21

Cost of delay to contract due to this change may not be included in this proposal,
but will be accessed at completion of this change order.

Change in time to contract completion: + / - _____ days



LABOR RATES

PROJECT: Everett Evergreen P.S.
 BID DATE: 02/15/2022

CRAFT		TOTAL WAGE	BASE RATE	FRINGE RATE	SICK TIME	PAYROLL TAX	L&I	TOTAL WAGE RATE	TOTAL OT	TOTAL DT
General Foreman Carpenter		\$ 75.90	\$ 59.12	\$ 16.78	\$ 1.46	\$ 6.95	\$ 3.43	\$ 87.75	\$ 117.31	\$ 146.87
Foreman Carpenter		\$ 73.33	\$ 56.55	\$ 16.78	\$ 1.42	\$ 6.65	\$ 3.43	\$ 84.83	\$ 113.10	\$ 141.38
Carpenter - Group 1		\$ 68.19	\$ 51.41	\$ 16.78	\$ 1.32	\$ 6.05	\$ 3.43	\$ 78.98	\$ 104.69	\$ 130.39
Operator- 30-50T		\$ 76.77	\$ 57.58	\$ 19.19	\$ 1.48	\$ 6.77	\$ 3.43	\$ 88.45	\$ 117.24	\$ 146.03
General Labor - Group 1		\$ 54.62	\$ 40.97	\$ 13.65	\$ 1.05	\$ 4.82	\$ 3.43	\$ 63.92	\$ 84.41	\$ 104.89
Pipelayer		\$ 57.31	\$ 42.98	\$ 14.33	\$ 1.11	\$ 5.05	\$ 3.43	\$ 66.90	\$ 88.39	\$ 109.88
Cement Mason		\$ 66.91	\$ 50.18	\$ 16.73	\$ 1.29	\$ 5.90	\$ 3.43	\$ 77.53	\$ 102.62	\$ 127.71
Pipefitter		\$ 80.97	\$ 60.73	\$ 20.24	\$ 1.56	\$ 7.14	\$ 3.43	\$ 93.10	\$ 123.47	\$ 153.83

PAYROLL TAXES: 11.76%

FICA 7.65%
 FUTA 0.60%
 FMLA 0.60%
 SUTA 2.91%

SICK 1.93%

UPDATED 1.5.21

DAILY FORCE ACCOUNT RECORD



PROJECT: Evergreen Pump Station Modification Project
 WORK AUTHORIZED BY: Don Snyder
 PRIME CONTRACTOR: McClure & Sons, Inc.
 SUBCONTRACTOR: _____
 DATE: 7/22/2022
 DESCRIPTION OF WORK: Excavation for temp conduits per RFI #21

WORK ORDER NO. UP 3747
 BID ITEM NO. 39
 PAY ESTIMATE NO. _____
 PRIME (0) OR SUB(1) 0
 OR SERVICE (2) _____

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Munson	Superintendent			2		
Manny	Operator			2		
Terry	Laborer / Driver			2		

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Cat 305 excavator # 117			2		

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$	-
	29% PROFIT & OH	\$	-
CONTRACTOR REP	EQUIPMENT	\$	-
	21% PROFIT & OH	\$	-
	MATERIAL	\$	-
	21% PROFITS & OH	\$	-
TITLE	SUBTOTAL	\$	-
	12% MARKUP TO PRIME FOR SUB	\$	-
	21% MARKUP TO PRIME FOR SERV.		
	MATERIALS USE TAX		
DON SNYDER - CITY OF EVERETT INSPECTOR	TOTAL	\$	-

DAILY FORCE ACCOUNT RECORD



FA-004

PROJECT:	Evergreen Pump Station Modification Project	WORK ORDER NO.	UP 3747
WORK AUTHORIZED BY:	Don Snyder	BID ITEM NO.	39
PRIME CONTRACTOR:	McClure & Sons, Inc.	PAY ESTIMATE NO.	3
SUBCONTRACTOR:		PRIME (0) OR SUB(1)	2
DATE:	7/26/2022	OR SERVICE (2)	
DESCRIPTION OF WORK:	Core pump station wall for temp conduits per RFI #21		

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Salinas	35968	1	\$ 300.00	\$ 300.00

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

CONTRACTOR REP	LABOR	\$	300.00
	29% PROFIT & OH	\$	-
	EQUIPMENT	\$	-
	21% PROFIT & OH	\$	-
	MATERIAL	\$	-
	21% PROFITS & OH	\$	-
TITLE	SUBTOTAL	\$	300.00
	12% MARKUP TO PRIME FOR SUB	\$	36.00
	21% MARKUP TO PRIME FOR SERV.		
JASON RAPELYEA - CITY OF EVERETT INSPECTOR	MATERIALS USE TAX		
	TOTAL	\$	336.00



CHANGE ORDER PROPOSAL

Owner

McClure & Sons Inc. Project No.: 3398

Owner: UP 3747

Change Order Description: BID ITEM #39 FORCE ACCOUNT - Core drill pump station wall
for temp conduits per RFI #21

Change Order Proposal #: #004R

Date: July 26, 2022

CCI No.

RFI #:

ASK#

FO #:

FLDR #:

11.03.C.4.a DIRECT LABOR COSTS

Trade	Wage Rate	Proposed Hours	Cost
See Worksheet			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Labor Cost			\$ -
		LABOR O&P	29% \$ -
		TOTAL LABOR	\$ -

11.03.C.4.b DIRECT MATERIAL COSTS

Description	Quantity	Units	Unit Cost	Cost
See Worksheet				\$ -
				\$ -
				\$ -
				\$ -
Material Cost				\$ -
		MATERIAL O&P	21%	\$ -
		TOTAL MATERIAL		\$ -

11.03.C.4.c CONSTRUCTION EQUIPMENT USAGE COSTS

Description	Rate	Proposed Hours	Cost
See Worksheet			\$ -
			\$ -
			\$ -
Equipment Cost			\$ -
		EQUIPMENT O&P	21% \$ -
		TOTAL EQUIPMENT	\$ -

DIRECT COST SUMMARY

Subtotal Costs \$ -

11.03.C.4.d PRIME SUBCONTRACTOR'S PROPOSALS

Salinas Sawing & Sealing, Inc.				Cost
Core Drill - 7/26/2022	1	MIN	\$ 300.00	\$ 300.00
Subcontract Cost				\$ 300.00
OH & P on Subs by the Prime Contractor				12% \$ 36.00

COST SUMMARY

Subtotal \$ 336.00
Bond and Insurance

TOTAL COST OF PROPOSED ESTIMATE WITHOUT SALES TAX

\$ 336.00

Cost of delay to contract due to this change may not be included in this proposal,
but will be accessed at completion of this change order.

Change in time to contract completion: + / - _____ days

7804 40th Ave W.
Mukilteo, WA 98275

RECEIVED JUL 27 2022

Date	Invoice #
7/26/2022	35968

Bill To
MCCLURE & SONS, INC. 15714 COUNTRY CLUB DRIVE MILL CREEK, WA 98012

Ship To
EVERGREEN PUMP STATION MODIFICATIONS 6701 EVERGREEN WAY EVERETT J0B 3398

[illegible]

DAILY FORCE ACCOUNT RECORD



PROJECT: Evergreen Pump Station Modification Project
 WORK AUTHORIZED BY: Don Snyder
 PRIME CONTRACTOR: McClure & Sons, Inc.
 SUBCONTRACTOR:
 DATE: 7/26/2022
 DESCRIPTION OF WORK: Core pump station wall for temp conduits per RFI #21

WORK ORDER NO. UP 3747
 BID ITEM NO. 39
 PAY ESTIMATE NO.
 PRIME (0) OR SUB(1) 0
 OR SERVICE (2) 2

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Munson	Superintendent			1		

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT
Salinas		

CONTRACTOR REP

TITLE

DON SNYDER - CITY OF EVERETT INSPECTOR

LABOR	\$	-
29% PROFIT & OH	\$	-
EQUIPMENT	\$	-
21% PROFIT & OH	\$	-
MATERIAL	\$	-
21% PROFITS & OH	\$	-
SUBTOTAL	\$	-
12% MARKUP TO PRIME FOR SUB	\$	-
21% MARKUP TO PRIME FOR SERV.		
MATERIALS USE TAX		
TOTAL	\$	-

DAILY FORCE ACCOUNT RECORD



FA-005

PROJECT:	Evergreen Pump Station Modification Project	WORK ORDER NO.	UP 3747
WORK AUTHORIZED BY:	Don Snyder	BID ITEM NO.	39
PRIME CONTRACTOR:	McClure & Sons, Inc.	PAY ESTIMATE NO.	3
SUBCONTRACTOR:		PRIME (0) OR SUB(1)	0
DATE:	7/27/2022	OR SERVICE (2)	
DESCRIPTION OF WORK:	Removal of abandon foundation in conflict with new electrical building		

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Monson	Superintendent	\$ 78.98		3		\$ 236.94
Manuel Arceo	Operator	\$ 88.45		3		\$ 265.35
Terry Duncan	Operator	\$ 88.45		3		\$ 265.35
						\$ 767.64

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Kobelco 140 excavator # 992		\$ 30.94		1	\$ 30.94
Cat 305 excavator # 1177	\$ 60.14		3		\$ 180.42
Dumptruck # 734	\$ 76.46		3		\$ 229.38
K1500 Pickup	\$ 35.94		3		\$ 107.82
					\$ 548.56

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Disposal Fee - Concrete with Rebar	6160656	8.81 Tons	\$ 8.00	\$ 70.48

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$ 767.64
	29% PROFIT & OH	\$ 222.62
CONTRACTOR REP	EQUIPMENT	\$ 548.56
	21% PROFIT & OH	\$ 115.20
	MATERIAL	\$ 70.48
	21% PROFITS & OH	\$ 14.80
TITLE	SUBTOTAL	\$ 1,739.29
	12% MARKUP TO PRIME FOR SUB	\$ -
	21% MARKUP TO PRIME FOR SERV.	
	MATERIALS USE TAX	
JASON RAPELYEA - CITY OF EVERETT INSPECTOR	TOTAL	\$ 1,739.29



CHANGE ORDER PROPOSAL

Owner

McClure & Sons Inc. Project No.: 3398

Owner: UP 3747

Change Order Description: BID ITEM #39 FORCE ACCOUNT - Removal of abandoned foundation in conflict with new electrical building and disposal of concrete debris.

Change Order Proposal #: #005R

Date: July 27, 2022

CCI No.

RFI #:

ASK#

FO #:

FLDR #:

11.03.C.4.a DIRECT LABOR COSTS

Trade	Wage Rate	Proposed Hours	Cost
See Worksheet			\$ 767.64
			\$ -
			\$ -
			\$ -
			\$ -
Labor Cost			\$ 767.64
		LABOR O&P	29% \$ 222.62
		TOTAL LABOR	\$ 990.26

11.03.C.4.b DIRECT MATERIAL COSTS

Description	Quantity	Units	Unit Cost	Cost
See Worksheet				\$ 70.48
				\$ -
				\$ -
				\$ -
Material Cost				\$ 70.48
		MATERIAL O&P	21%	\$ 14.80
		TOTAL MATERIAL		\$ 85.28

11.03.C.4.c CONSTRUCTION EQUIPMENT USAGE COSTS

Description	Rate	Proposed Hours	Cost
See Worksheet			\$ 548.56
			\$ -
			\$ -
Equipment Cost			\$ 548.56
		EQUIPMENT O&P	21% \$ 115.20
		TOTAL EQUIPMENT	\$ 663.76

DIRECT COST SUMMARY

Subtotal Costs **\$ 1,739.29**

11.03.C.4.d PRIME SUBCONTRACTOR'S PROPOSALS

Name	Cost
	\$ -
Subcontract Cost	\$ -
OH & P on Subs by the Prime Contractor	12% \$ -

COST SUMMARY

Subtotal **\$ 1,739.29**
Bond and Insurance

TOTAL COST OF PROPOSED ESTIMATE WITHOUT SALES TAX

\$ 1,739.29

Cost of delay to contract due to this change may not be included in this proposal, but will be accessed at completion of this change order.

Change in time to contract completion: + / - _____ days



LABOR RATES

PROJECT: Everett Evergreen P.S.

BID DATE: 02/15/2022

CRAFT		TOTAL WAGE	BASE RATE	FRINGE RATE	SICK TIME	PAYROLL TAX	L&I	TOTAL WAGE RATE	TOTAL OT	TOTAL DT
General Foreman Carpenter		\$ 75.90	\$ 59.12	\$ 16.78	\$ 1.46	\$ 6.95	\$ 3.43	\$ 87.75	\$ 117.31	\$ 146.87
Foreman Carpenter		\$ 73.33	\$ 56.55	\$ 16.78	\$ 1.42	\$ 6.65	\$ 3.43	\$ 84.83	\$ 113.10	\$ 141.38
Carpenter - Group 1		\$ 68.19	\$ 51.41	\$ 16.78	\$ 1.32	\$ 6.05	\$ 3.43	\$ 78.98	\$ 104.69	\$ 130.39
Operator- 30-50T		\$ 76.77	\$ 57.58	\$ 19.19	\$ 1.48	\$ 6.77	\$ 3.43	\$ 88.45	\$ 117.24	\$ 146.03
General Labor - Group 1		\$ 54.62	\$ 40.97	\$ 13.65	\$ 1.05	\$ 4.82	\$ 3.43	\$ 63.92	\$ 84.41	\$ 104.89
Pipelayer		\$ 57.31	\$ 42.98	\$ 14.33	\$ 1.11	\$ 5.05	\$ 3.43	\$ 66.90	\$ 88.39	\$ 109.88
Cement Mason		\$ 66.91	\$ 50.18	\$ 16.73	\$ 1.29	\$ 5.90	\$ 3.43	\$ 77.53	\$ 102.62	\$ 127.71
Pipefitter		\$ 80.97	\$ 60.73	\$ 20.24	\$ 1.56	\$ 7.14	\$ 3.43	\$ 93.10	\$ 123.47	\$ 153.83

PAYROLL TAXES: 11.76%

FICA 7.65%

FUTA 0.60%

FMLA 0.60%

SUTA 2.91%

SICK 1.93%

UPDATED 1.5.21

LENZ ENTERPRISES

PO Box 868
Stanwood, WA 98292
(360) 629-2933

INVOICE

Reference Nbr.: 06160656
Date: 28-Jul-2022
Due Date: 27-Aug-2022

BILL TO:		Job Information:				
McClure & Sons Inc. 15714 Country Club Drive Mill Creek WA 98012 United States of America		Job Location Job Number				
CUSTOMER REF. NBR.	TERMS	CONTACT				
3398	Net 30					
NO.	ITEM	TICKET #	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	49: Dumped Concrete w/Reb	514965	8.810	Ton	8.0000	70.48
2	51: 5/8 minus	514968	11.020	Ton	20.0000	222.40



AUG 08 2022

Received

NOTE:

Finance charges will be assessed on past due accounts at a monthly rate of 1.5%

Sales Total:	302.88
Tax Total:	0.00
Discount Total:	0.00
Total (USD):	302.88

Lenz Enterprises, Inc.

P.O. Box 868
Stanwood, WA 98292
(360) 629-2933

Ticket No.: **514965**

Date: 7/28/2022 Time: 9:10:44AM

Location: **Lenz Stanwood**

Customer: MCCLU McClure & Sons, Inc

Address:

Order:

P.O.: 3398

Product: 49 Dumped Concrete W/Rebar

Seal.ID:

Notes:

Notes:

Carrier: MCCLU McClure & Sons, Inc

Vehicle: 734 Blue Solo

Received:

425-316-6996

8.81 Ton

	Pounds	Tons
Gross	48460	24.23
Tare	30840 *	15.42 *
Net	17620	8.81

* P. T.

Price	8.00	70.48
Freight	0.00	0.00
Other	0.00	0.00
Tax	NOTAX 0.0000	0.00
Total:	\$	70.48
Today:	8.81	Loads: 1

Weighmaster: Miriam

COPY 3 FILE

Lenz Enterprises, Inc.

P.O. Box 868
Stanwood, WA 98292
(360) 629-2933

Ticket No.: **514968**

Date: 7/28/2022 Time: 9:19:36AM

Location: **Lenz Stanwood**

Customer: MCCLU McClure & Sons, Inc

Address:

Order:

P.O.: 3398

Product: 01 5/8" minus CSTC

Seal.ID:

Notes:

Notes:

Carrier: MCCLU McClure & Sons, Inc

Vehicle: 734 Blue Solo

Received:

425-316-6996

11.62 Ton

	Pounds	Tons
Gross	54080	27.04
Tare	30840 *	15.42 *
Net	23240	11.62

* P. T.

Price	20.00	232.40
Freight	0.00	0.00
Other	0.00	0.00
Tax	NOTAX 0.0000	0.00
Total	\$	232.40
Today:	11.62	Loads: 1

Weighmaster: Melissa

COPY 3 FILE

DAILY FORCE ACCOUNT RECORD



PROJECT: Evergreen Pump Station Modification Project
 WORK AUTHORIZED BY: Don Snyder
 PRIME CONTRACTOR: McClure & Sons, Inc.
 SUBCONTRACTOR: _____
 DATE: 7/27/2022
 DESCRIPTION OF WORK: Removal of abandon foundation in conflict with new electrical building

WORK ORDER NO. UP 3747
 BID ITEM NO. 39
 PAY ESTIMATE NO. _____
 PRIME (0) OR SUB(1) 0
 OR SERVICE (2) _____

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Munson	Superintendent			3		
Manny	Operator			3		
Terry	Laborer / Driver			3		

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Kobelco 140 excavator			1		
Cat 305 excavator			3		

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Disposal				

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

CONTRACTOR REP

TITLE

DON SNYDER - CITY OF EVERETT INSPECTOR

LABOR	\$	-
29% PROFIT & OH	\$	-
EQUIPMENT	\$	-
21% PROFIT & OH	\$	-
MATERIAL	\$	-
21% PROFITS & OH	\$	-
SUBTOTAL	\$	-
12% MARKUP TO PRIME FOR SUB	\$	-
21% MARKUP TO PRIME FOR SERV.		
MATERIALS USE TAX		
TOTAL	\$	-

DAILY FORCE ACCOUNT RECORD



PROJECT:	Evergreen Pump Station Modification Project	WORK ORDER NO.	UP 3747
WORK AUTHORIZED BY:	Don Snyder	BID ITEM NO.	39
PRIME CONTRACTOR:	McClure & Sons, Inc.	PAY ESTIMATE NO.	
SUBCONTRACTOR:		PRIME (0) OR SUB(1)	0
DATE:	7/27/2022	OR SERVICE (2)	
DESCRIPTION OF WORK:	Removal of abandon foundation in conflict with new electrical building		

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Curt Munson	Superintendent			3		
Manny	Operator			3		
Terry	Laborer / Driver			3		

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Kobelco 140 excavator # 992			1		
Cat 305 excavator # 1177			3		
Dumptruck # 734			3		

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Disposal				

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$	-
	29% PROFIT & OH	\$	-
CONTRACTOR REP	EQUIPMENT	\$	-
	21% PROFIT & OH	\$	-
	MATERIAL	\$	-
	21% PROFITS & OH	\$	-
TITLE	SUBTOTAL	\$	-
	12% MARKUP TO PRIME FOR SUB	\$	-
	21% MARKUP TO PRIME FOR SERV.		
	MATERIALS USE TAX		
DON SNYDER - CITY OF EVERETT INSPECTOR	TOTAL	\$	-



EC Change Order Proposal 013

eCPowersLife.com

Date: October 18th, 2024

To: McClure and Sons Inc.
15714 Country Club Drive
Mill Creek, WA 98012

Attention: John Ogorsolka

Project: Everett Evergreen Pump Station, City of Everett
Subcontract #: 3398-1

Subject: PCO 013 VFD Pump #4 Extra Work by DYKMAN

PCO Item

Pricing for EWO 3014 Performed by EC Electric and Dykman on VFD Pump #4
No additional time is requested for changes to installation.

Amount

\$ 6,300.77

Cheyne Lee
Project Executive
Industrial Division
Cheyne.Lee@ecpowerslife.com
Cell: 206.473.7995



ALBANY
541.926.4266

BAY CITY
503.377.2154

EUGENE/SPRINGFIELD
541.345.0669

PORTLAND
503.224.3511

REDMOND
541.316.2023

SEATTLE
206.242.3010

OR: CCB #49737
WA: ECCOM**1488A



DAILY FORCE ACCOUNT RECORD



FA-022

PROJECT:	Evergreen Pump Station Modification Project	WORK ORDER NO.	UP 3747
WORK AUTHORIZED BY:	Don Snyder	BID ITEM NO.	39
PRIME CONTRACTOR:	McClure & Sons, Inc.	PAY ESTIMATE NO.	24
SUBCONTRACTOR:	EC Electric	PRIME (0) OR SUB(1)	1
DATE:	10/18/2024	OR SERVICE (2)	
DESCRIPTION OF WORK:	VFD Pump #4 extra work with Dykman		

LABOR

NAME	CLASSIFICATION	Reg	OT	REG TIME	OT TIME	TOTAL AMOUNT
Don Erkers	General Foreman	\$ 135.96		5		\$ 679.80
						\$ -
						\$ -
						\$ 679.80

EQUIPMENT

DESCRIPTION (year, make, model, gas/diesel, gvw, etc.)	Hourly	Stndby	REG TIME	SB TIME	TOTAL AMOUNT
Ford F350 service truck 185 diesel	\$ 36.50		5		\$ 182.50
					\$ -
					\$ 182.50

MATERIAL

DESCRIPTION	Invoice #	QUANTITY	UNIT PRICE	TOTAL AMOUNT
DYKMAN Service and Repair	0702903-IN	1	\$ 4,300.00	\$ 4,300.00
				\$ -
				\$ -
				\$ 4,300.00

SUBCONTRACTOR

NAME	INVOICE NO.	TOTAL AMOUNT

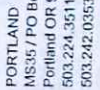
SERVICE

NAME	INVOICE NO.	TOTAL AMOUNT

	LABOR	\$ 679.80
	29% PROFIT & OH	\$ 197.14
CONTRACTOR REP	EQUIPMENT	\$ 182.50
	21% PROFIT & OH	\$ 38.33
	MATERIAL	\$ 4,300.00
	21% PROFITS & OH	\$ 903.00
TITLE	SUBTOTAL	\$ 6,300.77
	12% MARKUP TO PRIME FOR SUB	
	21% MARKUP TO PRIME FOR SERV.	
	MATERIALS USE TAX	
JASON RAPELYEA - CITY OF EVERETT INSPECTOR	TOTAL	\$ 6,300.77

Labor Report
Everett Evergreen Pump Station Upgrades
McClure Job # 3398-1
EC Job # 81952
EWO 3014 Pump #4 Extra Work

Date	Name	Classification	ST Hours	RATE	TOTAL
09/12/24	Don Erkers	General Foreman	2.00	\$135.96	\$ 271.92
09/18/24	Don Erkers	General Foreman	3.00	\$135.96	\$ 407.88
LABOR TOTALS			5.00		\$ 679.80



PORTLAND
MS35 / PO Box 4300
Portland OR 97208-4300
503.224.3511
503.242.0353 FAX

SEATTLE
981 Powell Ave, SW
Suite 200
Renton WA 98057
206.242.3010

ALBANY
PO Box 925
Albany OR 97321
541.326.4266
800.598.4266
541.926.4268 FAX

BAY CITY
PO Box 3318
Bay City OR 97107
503.377.2154
800.598.4266
503.377.2762 FAX

EUGENE/SPRINGFIELD
1126 Gateway Loop, Ste 102
Springfield, OR 97477
541.345.0669
800.598.4266
503.926.4268 FAX

REDMOND
2747 SW 6th Street
Site 101
Redmond, OR 97756
541.316.2023
800.598.4266

Field Work Order

[illegible]

PURCHASED FROM VENDOR MATERIAL AND RENTAL EQUIPMENT		TOTAL PRICING: \$
VENDOR	INVOICE NUMBER	INV TOTAL

[illegible]

MATERIAL / EQUIPMENT / LABOR TOTALS			
\$	• In Stock Material	Labor Hours	
\$	• Vendor Material/Rental	Labor Premium	\$ -
\$	• Material Mark Up 12%	Labor Mark Up 10%	\$ -
\$	• Material Total	Labor Total	\$ -
		TOTAL DUE	\$ -

→

www.ecpowerslife.com * OR CCB #49737*WA ECCOM**148BA

EC CO JOB NO	CLIENT REF	START DATE	COMPLETE DATE	WEEK END DATE	OTHER
81952-3014		2/13/24	2/13/24	2/29/24	

CLIENT ADDRESSES		BILLING ADDRESS	
Client Name	McClure and Sons	Phone	
Address		Fax	
City State		Zip Code	

SITE ADDRESS	
Project Name	Evergreen Pump Station
Client Name	City of Everett
Address	3001 Evergreen way
City State	Everett
	Zip Code
	Phone
	Fax

WORK AUTHORIZATION AND DESCRIPTION		DATE OF REQUEST
REQUESTED BY: McClure and Sons and the City of Everett		00/00/00

Reconnect Pump 4 flex and power & Control

[illegible]

WORK COMPLETE AUTHORIZATION Customer Signature Authorizes Work and Accepts Terms & Conditions

Co Project Manager	Customer / Owners Rep Signature	Date
--------------------	---------------------------------	------



INVOICE

Page: 1

Remit Payment To:
DYKMAN ELECTRICAL INC
2323 FEDERAL WAY
BOISE, ID 83705

Sold To:
EC COMPANY
ELECTRICAL CONSTRUCTION CO
PO BOX 10286
PORTLAND, OR 97296-0286

Ship To:
EC COMPANY
6107 EVERGREEN WAY
EVERETT, WA 98203

Invoice Number: 0702903-IN
Invoice Date: 10/7/2024

Order Number: 0702903
Order Date: 9/17/2024
Salesperson: JOR
Customer Number: 55-ECCWAEV
Division: SEATTLE

Confirm To:
MATT RICHARDS

Customer P.O.	Ship VIA	F.O.B.	Terms
1082813-81952 --3014		JOBSITE	NET 30

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
DYKSVC1522	EACH	1	1	0	4,300.00	4,300.00

DYKMAN-SERVICE & REPAIR-YASKAWA-MV

Whse: SVC

MODEL: MV2UA6AF102E1ABA
SERIAL: 4W2348797590001

FINAL RUN ON PUMP #4 & ONSITE TRAINING

COMPLETED BY: ALEX MCARTHUR

9/19/2024 **Tracking:** COMPLETED BY: AM

Use Tax may apply. If you have questions on your invoice, please contact accounting at 208-336-1668 or accounting@dykman.com. A 3.5% Surcharge may be added to Credit Card Payments. In the event that all or part of this order is canceled, cancellation charges will apply based on the manufacturer's terms and conditions.

Net Invoice:	4,300.00
Less Discount:	0.00
Shipping & Handling:	0.00
Sales Tax:	0.00
Invoice Total: USD	4,300.00

To: John OgorSolka <johno@mcclureandsons.com>

Cc: 'Kevin.Trammell@ecpowerslife.com' <Kevin.Trammell@ecpowerslife.com>; Jason Rapelyea <JRapelyea@everettwa.gov>; Randy Loveless <RLoveless@everettwa.gov>; Curt Monson <Curt@mcclureandsons.com>; William Pollock <WPollock@everettwa.gov>; Mark Doucette <MDoucette@everettwa.gov>

Subject: RE: [EXTERNAL] FW: Emailing: AP Invoice - Job # 3398 - FERGUSON WATERWORKS - Invoice # 1105693 - 08_25_2022.pdf,

Gentlemen,

Good morning,.... I wanted to provide an update on a few items.

- It is doubtful that the city forces will have pump 4 repaired and ready to commission by the August 27th date. Therefore, an additional trip by Dykman (TBD) will be required to complete functional testing on pump 4. With that, please provide pricing for Dykman's return trip to complete functional testing.
- Just to be clear, nothing changes regarding functional testing of pump 5 on August 27th.
- To keep this project moving, COE is proposing that MSI/ECE move forward with demolition of the existing building once functional testing of pump 5 is complete. Please provide a demolition plan and schedule for review and approval.
- I would like to move next weeks progress meeting to Tuesday August 27th from 1:00pm-2:00pm (since everyone will be onsite) so we can go over the demolition plan, schedule, and coordinate forces.

Let me know your thoughts or concerns if any.

Thanks,

From: John OgorSolka <johno@mcclureandsons.com>

Sent: Tuesday, August 20, 2024 7:35 AM

To: Don L. Snyder <DLSnyder@everettwa.gov>

Subject: RE: [EXTERNAL] FW: Emailing: AP Invoice - Job # 3398 - FERGUSON WATERWORKS - Invoice # 1105693 - 08_25_2022.pdf,

Category 2: Sensitive information

Yes. EC just confirmed with me as well.

Category 2: For official use only / disclosure permissible by law.

From: Kevin Trammell <Kevin.Trammell@ecpowerslife.com>

Sent: Wednesday, September 11, 2024 7:03 AM

To: Don L. Snyder <DLSnyder@everettwa.gov>; John Ogorsolka <johno@mcclureandsons.com>

Cc: Jason Rapelyea <JRapelyea@everettwa.gov>; Randy Loveless <RLoveless@everettwa.gov>; Curt Monson <Curt@mcclureandsons.com>; William Pollock <WPollock@everettwa.gov>; Mark Doucette <MDoucette@everettwa.gov>

Subject: RE: [EXTERNAL] FW: Emailing: AP Invoice - Job # 3398 - FERGUSON WATERWORKS - Invoice # 1105693 - 08_25_2022.pdf,

Yes. I have confirmed next Wednesday 9/18 for the startup of pump #4 if that works for all the other teams involved.



Kevin Trammell
Project Manager

T: (206) 247-2453

E: Kevin.Trammell@ecpowerslife.com | W: ECPowersLife.com

A: 981 Powell Ave SW Ste 200, Renton, WA 98057



🌱 Consider the environment. Do you really need to print this email?

From: Don L. Snyder <DLSnyder@everettwa.gov>

Sent: Wednesday, September 11, 2024 6:58 AM

To: John Ogorsolka <johno@mcclureandsons.com>

Cc: Kevin Trammell <Kevin.Trammell@ecpowerslife.com>; Jason Rapelyea <JRapelyea@everettwa.gov>; Randy Loveless <RLoveless@everettwa.gov>; Curt Monson <Curt@mcclureandsons.com>; William Pollock <WPollock@everettwa.gov>; Mark Doucette <MDoucette@everettwa.gov>

Subject: RE: [EXTERNAL] FW: Emailing: AP Invoice - Job # 3398 - FERGUSON WATERWORKS - Invoice # 1105693 - 08_25_2022.pdf,

[EXTERNAL – Please use caution.]

Category 2: Sensitive information

John & Kevin,
Have you heard from Dykman yet?

Thanks,

Category 2: For official use only / disclosure permissible by law.

From: Don L. Snyder

Sent: Friday, August 23, 2024 10:07 AM

Don L. Snyder

From: David Draszt
Sent: Monday, August 26, 2024 2:18 PM
To: Don L. Snyder; Jason Rapelyea; Mark Doucette
Cc: Kevin Bladow
Subject: RE: Pump 4 EPS

Category 2: Sensitive information

Hey Guys,

Not saying that it could not happen but I would not count on having the seal in place by 1pm. We are hoping to have the seal in our hands by noon. It may come sooner or it may come later but we will be prepared to install it immediately. From the time we receive it we estimate 1.5-2 hours for installation of the seal and to have the motor back in place.

Category 2: For official use only / disclosure permissible by law.

From: Don L. Snyder <DLSnyder@everettwa.gov>
Sent: Monday, August 26, 2024 1:37 PM
To: Jason Rapelyea <JRapelyea@everettwa.gov>; Mark Doucette <MDoucette@everettwa.gov>
Cc: Kevin Bladow <KBladow@everettwa.gov>; David Draszt <DDraszt@everettwa.gov>
Subject: RE: Pump 4 EPS

Category 2: Sensitive information

Jason,
I will inform John and Kevin. I wanted to make sure that we can start/test 4 & 5 on the same day.

Thanks,

Category 2: For official use only / disclosure permissible by law.

From: Jason Rapelyea <JRapelyea@everettwa.gov>
Sent: Monday, August 26, 2024 1:24 PM

To: Mark Doucette <MDoucette@everettwa.gov>; Don L. Snyder <DLSnyder@everettwa.gov>
Cc: Kevin Bladow <KBladow@everettwa.gov>; David Draszt <DDraszt@everettwa.gov>
Subject: RE: Pump 4 EPS

Category 2: Sensitive information

If COE can be done installing the seal and putting motor back in place by 1pm I would say EC should have time to land all the conductors. If COE is good with starting the test on #4 While the test for #5 is ongoing Dykman should be able to the data they need.

Don,
Are you going to bring this to John, or do you want me to contact Don?



Jason Rapelyea
Construction Inspector
Public Works
P: 425.257.7727 / C:425.319.4331
E: Email jrapelyea@everettwa.gov
3225 Cedar Street Everett, WA 98201
www.everettwa.gov



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Category 2: For official use only / disclosure permissible by law.

From: Mark Doucette <MDoucette@everettwa.gov>
Sent: Monday, August 26, 2024 12:44 PM
To: Jason Rapelyea <JRapelyea@everettwa.gov>; Don L. Snyder <DLSnyder@everettwa.gov>
Cc: Kevin Bladow <KBladow@everettwa.gov>; David Draszt <DDraszt@everettwa.gov>
Subject: RE: Pump 4 EPS

Category 2: Sensitive information

I have talked to Kevin and Dave. If all goes well, they will have the seal by noon. They need to slightly lift the motor so not possible to connect the conductors prior to this. But they can be connected after the seal is installed and Dykman can perform a bump test to check rotation. Dave's crew can then install the coupling. So we should be ready to run the pump Wednesday morning. Sound reasonable?



Mark Doucette

Public Works Supervisor | Technical Services Group

City of Everett - Public Works

P: 425-257-7231 / C: 425-870-5721

E: mdoucette@everettwa.gov

Office: 3200 Cedar Street, Everett, WA, 98201

everettwa.gov | [Facebook](#) | [Twitter](#)

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Category 2: For official use only / disclosure permissible by law.

From: Jason Rapelyea <JRapelyea@everettwa.gov>

Sent: Monday, August 26, 2024 12:10 PM

To: Don L. Snyder <DLSnyder@everettwa.gov>; Mark Doucette <MDoucette@everettwa.gov>

Cc: Kevin Bladow <KBladow@everettwa.gov>; David Draszt <DDraszt@everettwa.gov>

Subject: RE: Pump 4 EPS

Category 2: Sensitive information

How long would it take to install the seal and have the pump ready to hand over to EC? However I know that Dykman is not available on Thursday, not sure if there would be enough time on Wednesday for him to collect all the data he needs. He said there needs to be 3-4 hours of run time.



Jason Rapelyea

Construction Inspector

Public Works

P: 425.257.7727 / C: 425.319.4331

E: Email jrapelyea@everettwa.gov

3225 Cedar Street Everett, WA 98201

www.everettwa.gov



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Category 2: For official use only / disclosure permissible by law.

From: Don L. Snyder <DLsnyder@everettwa.gov>
Sent: Monday, August 26, 2024 11:56 AM
To: Mark Doucette <MDoucette@everettwa.gov>; Jason Rapelyea <JRapelyea@everettwa.gov>
Cc: Kevin Bladow <KBladow@everettwa.gov>; David Draszt <DDraszt@everettwa.gov>
Subject: RE: Pump 4 EPS

Category 2: Sensitive information

Jason,
You have been out on site for 2 pump functional testing can you weight in and address Marks question.

Thanks,

Category 2: For official use only / disclosure permissible by law.

From: Mark Doucette <MDoucette@everettwa.gov>
Sent: Monday, August 26, 2024 11:48 AM
To: Don L. Snyder <DLsnyder@everettwa.gov>; Jason Rapelyea <JRapelyea@everettwa.gov>
Cc: Kevin Bladow <KBladow@everettwa.gov>; David Draszt <DDraszt@everettwa.gov>
Subject: Pump 4 EPS

Category 2: Sensitive information

There has been progress with pump 4 at EPS. The coupling problem has been resolved. It looks like Kevin has tracked down a seal. For it. Chances are we can have the seal by noon tomorrow. Would this put us in a place to have pump 4 tested and ready for operation Tuesday? Will this work with Dykmans schedule?



Mark Doucette
Public Works Supervisor | Technical Services Group
City of Everett - Public Works
P: 425-257-7231 / C: 425-870-5721

Don L. Snyder

From: Don L. Snyder
Sent: Friday, August 30, 2024 7:15 AM
To: Mark Doucette; Randy Loveless; Jason Rapelyea
Cc: David Draszt
Subject: RE: Pump 4 Evergreen

Thanks for the update, Mark. I'm awaiting word back from MSI and EC on Dykman's return. More to come...

Thanks,

From: Mark Doucette <MDoucette@everettwa.gov>
Sent: Thursday, August 29, 2024 3:02 PM
To: Randy Loveless <RLoveless@everettwa.gov>; Don L. Snyder <DLSnyder@everettwa.gov>; Jason Rapelyea <JRapelyea@everettwa.gov>
Cc: David Draszt <DDraszt@everettwa.gov>
Subject: Pump 4 Evergreen

Category 2: Sensitive information

The new seal has been installed. The pump is ready to be wired and bump tested. Then David's crew can re couple the motor to the pump. Can you make these arrangements with EC and Dykman?

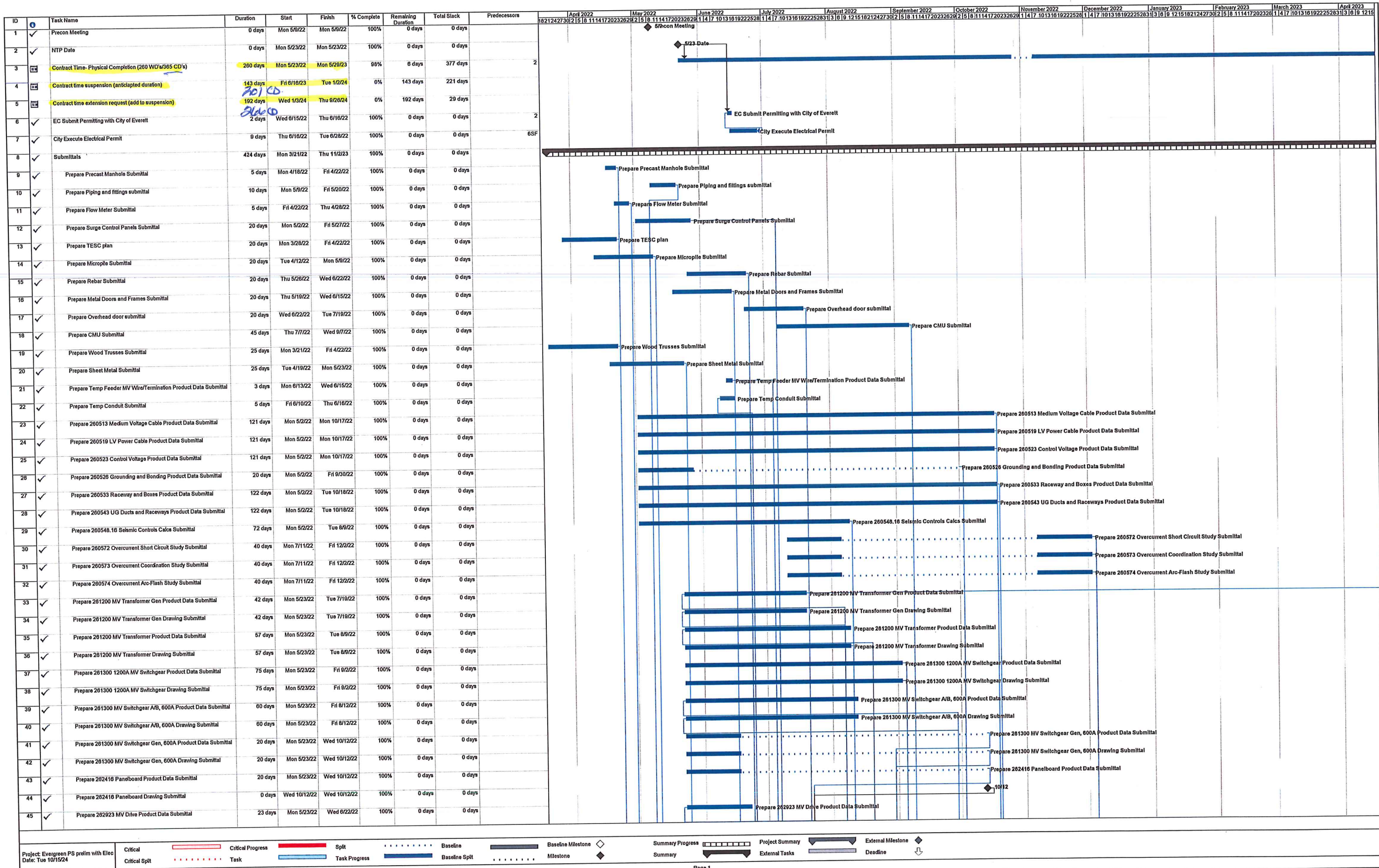


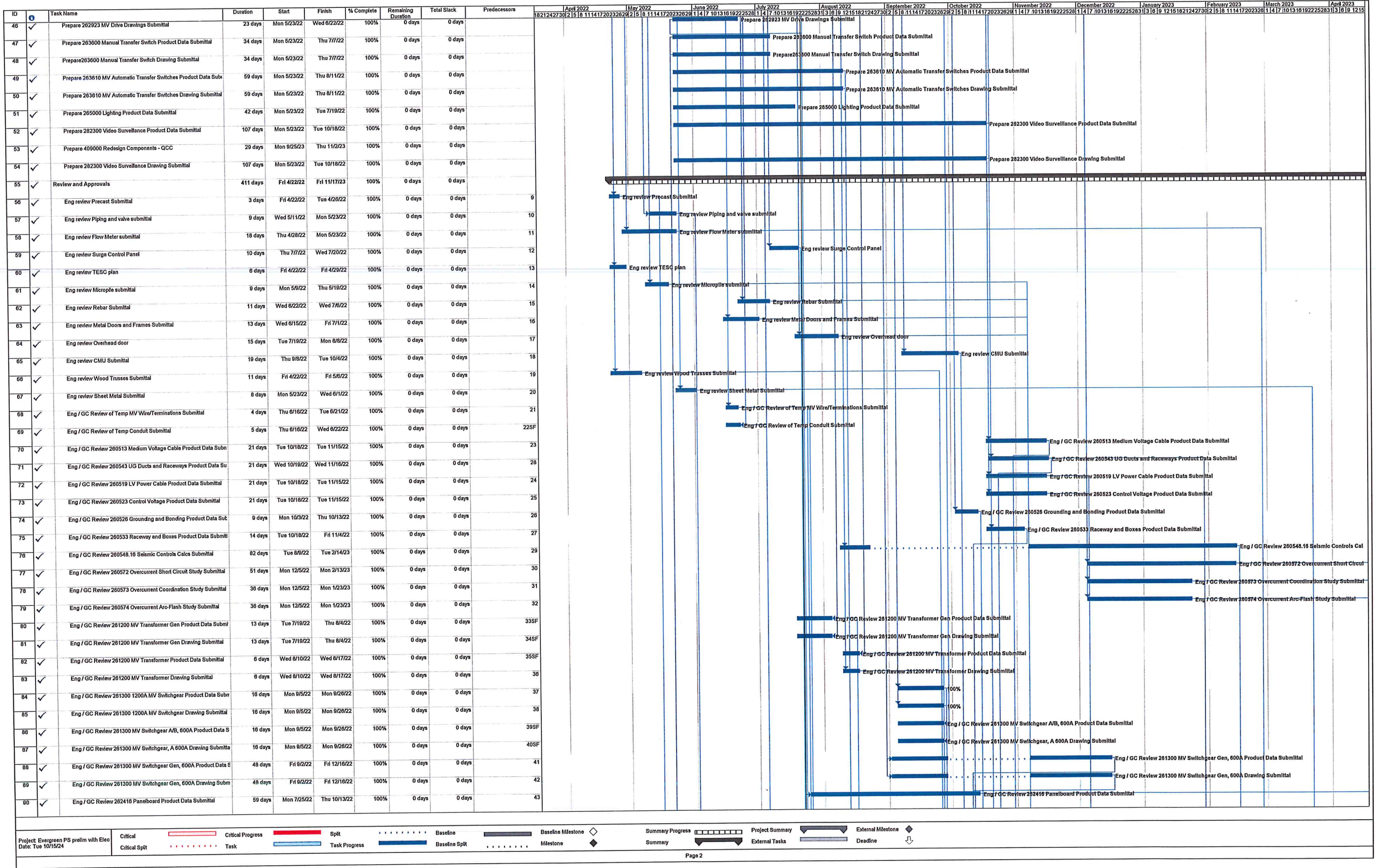
Mark Doucette
Public Works Supervisor | Technical Services Group
City of Everett - Public Works
P: 425-257-7231 / C: 425-870-5721
E: mdoucette@everettwa.gov
Office: 3200 Cedar Street, Everett, WA, 98201

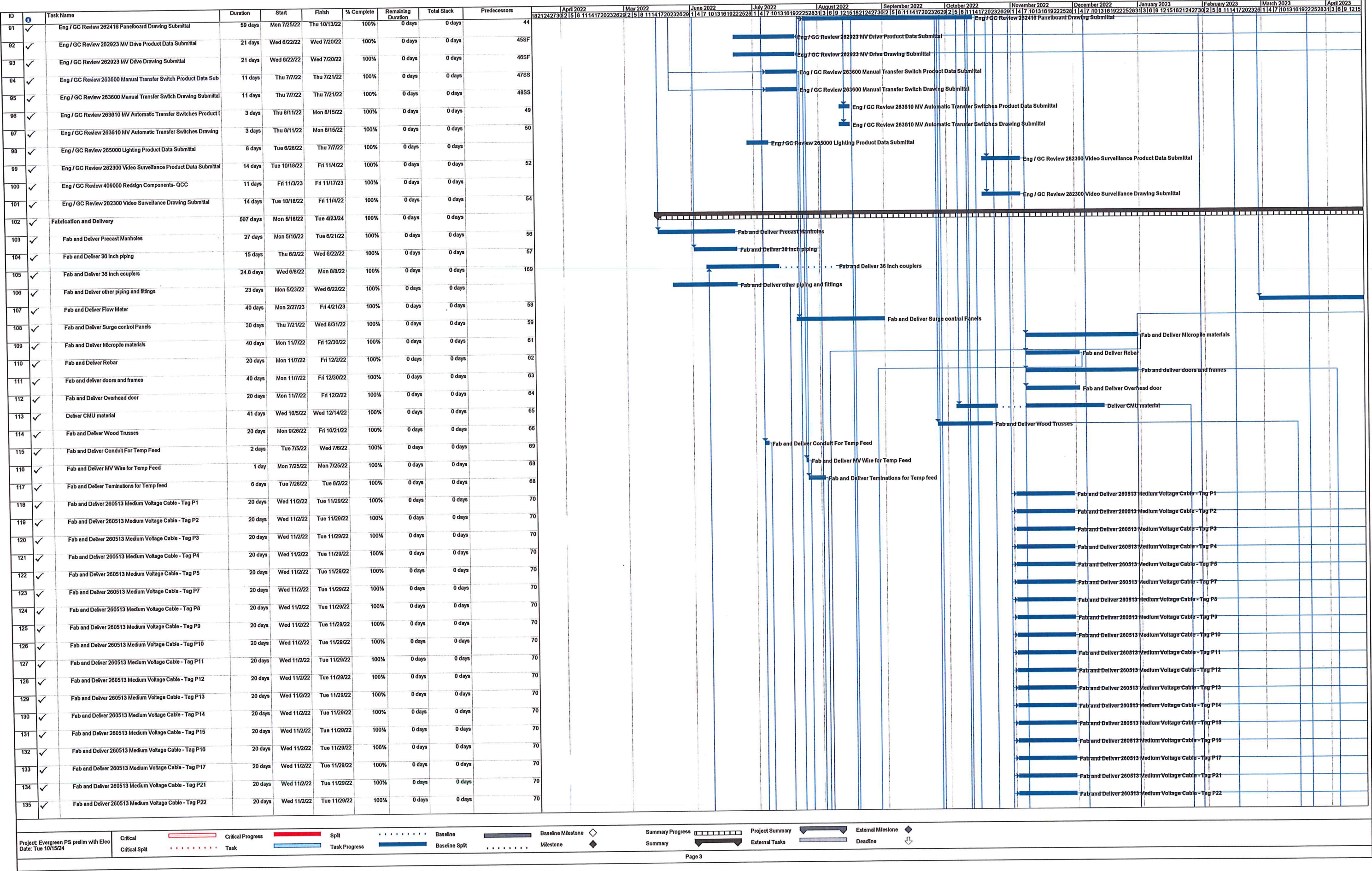
everettwa.gov | [Facebook](#) | [Twitter](#)

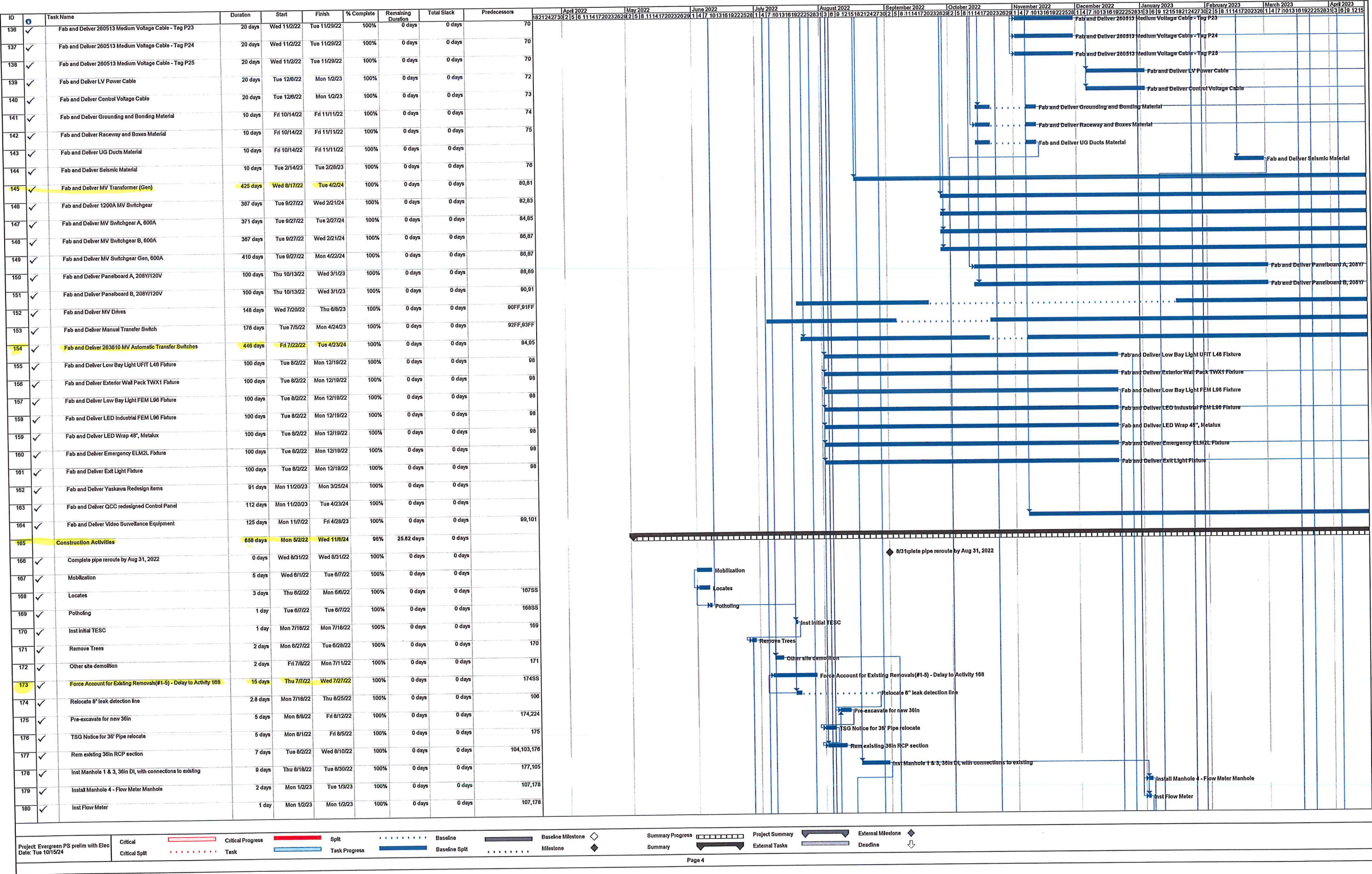
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ID	Task Name	Duration	Start	Finish	% Complete	Remaining Duration	Total Slack	Predecessors	
226	Test and Cutover old Service to Temp Service	1 day	Tue 8/2/22	Tue 8/2/22	100%	0 days	0 days	224	
227	Demo Existing Service Conductors	1 day	Wed 8/3/22	Wed 8/3/22	100%	0 days	0 days	225	
228	Concrete MTS Pad	21 days	Mon 4/24/23	Mon 5/22/23	100%	0 days	0 days	249,141	
229	GC - Dig Trench, Install Vault	3 days	Tue 10/4/22	Thu 10/6/22	100%	0 days	0 days	143,168	
230	Install Utility Service Ductbank from New Manhole to New Building	61 days	Tue 10/4/22	Tue 1/24/23	100%	0 days	0 days	228,143	
231	GC - Dig Trench, Core Drill	3 days	Wed 10/26/22	Fri 10/28/22	100%	0 days	0 days	229,71	
232	Install Electrical Ductbank Between Electrical Building and Pump Building	16 days	Fri 10/28/22	Sun 11/20/22	100%	0 days	0 days	230,231	
233	GC - Dig Trench, Core Drill	3 days	Wed 10/28/22	Fri 10/28/22	100%	0 days	0 days	231	
234	Install Control Ductbank Between Electrical Building and Pump Building	16 days	Fri 10/28/22	Sun 11/20/22	100%	0 days	0 days	232,233	
235	GC - Dig Trench, Core Drill	3 days	Wed 10/28/22	Fri 10/28/22	100%	0 days	0 days	233	
236	Install Underground Fiber Conduit from Existing HH to Electrical Building	2 days	Mon 11/21/22	Tue 11/22/22	100%	0 days	0 days	234,235	
237	GC - Dig Trench, Core Drill	3 days	Mon 11/7/22	Wed 11/9/22	100%	0 days	0 days	235	
238	Install Underground Ductbank Between Ex. HH #1 and Electrical Building	2 days	Wed 11/23/22	Thu 11/24/22	100%	0 days	0 days	236,237	
239	GC - Dig Trench, Core Drill	3 days	Thu 11/10/22	Mon 11/14/22	100%	0 days	0 days	237	
240	Install Underground Conduit Between Flow Meter Handhole to Electrical Building	2 days	Fri 11/25/22	Mon 11/28/22	100%	0 days	0 days	238,239	
241	Install Underground Conduit Between Future Gen and Electrical Building	2 days	Tue 11/29/22	Wed 11/30/22	100%	0 days	0 days	240	
242	Install Underground Conduit from MTS to Electrical Building	4 days	Thu 12/1/22	Tue 12/6/22	100%	0 days	0 days	241	
243	GC - Dig Trench, Core Drill	3 days	Tue 11/15/22	Thu 11/17/22	100%	0 days	0 days	239	
244	Install Underground Conduit Between XFMR GEN Pad and Electrical Building	6 days	Tue 1/10/23	Tue 1/17/23	100%	0 days	0 days	242,243	
245	Install Underground Conduit Between Future GEN Pad and Electrical Building	6 days	Tue 1/10/23	Tue 1/17/23	100%	0 days	0 days	244	
246	GC - Dig Trench, Core Drill	3 days	Fri 11/18/22	Tue 11/22/22	100%	0 days	0 days	243	
247	Install Underground Conduit Between MTS and XFMR GEN Pad	7 days	Thu 1/12/23	Fri 1/20/23	100%	0 days	0 days	245,246	
248	Install Underground Conduit Between MTS and FUTURE GEN Pad	7 days	Thu 1/12/23	Fri 1/20/23	100%	0 days	0 days	247,144	
249	Concrete XFMR Gen PAD	23 days	Wed 3/22/23	Fri 4/21/23	100%	0 days	0 days	248	
250	Install 1500KVA MV Transformer Gen	6 days	Wed 5/1/24	Wed 5/8/24	100%	0 days	0 days	249	
251	Install Manual Transfer Switch	1 day	Mon 2/19/24	Mon 2/19/24	100%	0 days	0 days	153,228,250,145	
252	Put Wire From MTS and XFMR Gen - P7	67 days	Tue 2/20/24	Wed 5/22/24	100%	0 days	0 days	251,123	
253	Terminate MV Feeders - P7	5 days	Thu 6/6/24	Wed 6/12/24	100%	0 days	0 days	252	
254	Test MV Feeders - P7	1 day	Thu 6/6/24	Thu 6/6/24	100%	0 days	0 days	253	
255	Test 1500KVA MV Transformer Gen	1 day	Mon 5/6/24	Mon 5/6/24	100%	0 days	0 days	250,77,78,79	
256	Test Manual Transfer Switch	0 days	Thu 6/6/24	Thu 6/6/24	100%	0 days	0 days	251,290	
257	Install New Panel B, Upper Level	1 day	Tue 3/28/24	Tue 3/28/24	100%	0 days	0 days	151,139,163,164	
258	Install Conduit for Panel B	0 days	Tue 4/9/24	Tue 4/9/24	100%	0 days	0 days	257	
259	Install Feeder from New Electric Building to Panel B	0 days	Wed 4/24/24	Wed 4/24/24	100%	0 days	0 days	258,274	
260	Terminate Feeder from New Electric Building to Panel B	0 days	Tue 4/30/24	Tue 4/30/24	100%	0 days	0 days	259,254	
261	Test Panel B	16 days	Mon 5/13/24	Wed 6/5/24	100%	0 days	0 days	260	
262	Energize Panel B	1 day	Thu 6/6/24	Thu 6/6/24	0%	1 day	108 days	261	
263	Install new Wireway/Conduit in Pump Building	45 days	Mon 5/1/23	Fri 6/30/23	33%	30 days	344 days	142,196,164,140	
264	Install Conduit for Cameras in Pump Building	5 days	Mon 7/9/23	Fri 7/7/23	0%	5 days	344 days	142,263	
265	LV/Camera Install For Pump Building	3 days	Mon 7/10/23	Wed 7/12/23	0%	3 days	344 days	264	
266	Replace New Type F Fixture in Bathroom	1 day	Tue 12/20/22	Tue 12/20/22	100%	0 days	0 days	159	
267	Replace Existing Fixture B on Exterior of Pump Building	2 days	Tue 12/27/22	Wed 12/28/22	100%	0 days	0 days	155,268	
268	Install New Type C Fixture in Pump Room	5 days	Tue 12/20/22	Mon 12/26/22	100%	0 days	0 days	157	
269	Replace Existing Light Switches in Pump Room	1 day	Mon 5/22/23	Mon 5/22/23	0%	1 day	381 days		
270	Electrical Rough in	15 days	Fri 4/14/23	Thu 5/4/23	100%	0 days	0 days	200	

Project: Evergreen PS prelim with Elec
Date: Tue 10/15/24

Critical

Critical Progress

Critical Split

Task

Task Progress

Baseline Split

Baseline Milestone

Milestone

Summary Progress

Summary

Project Summary

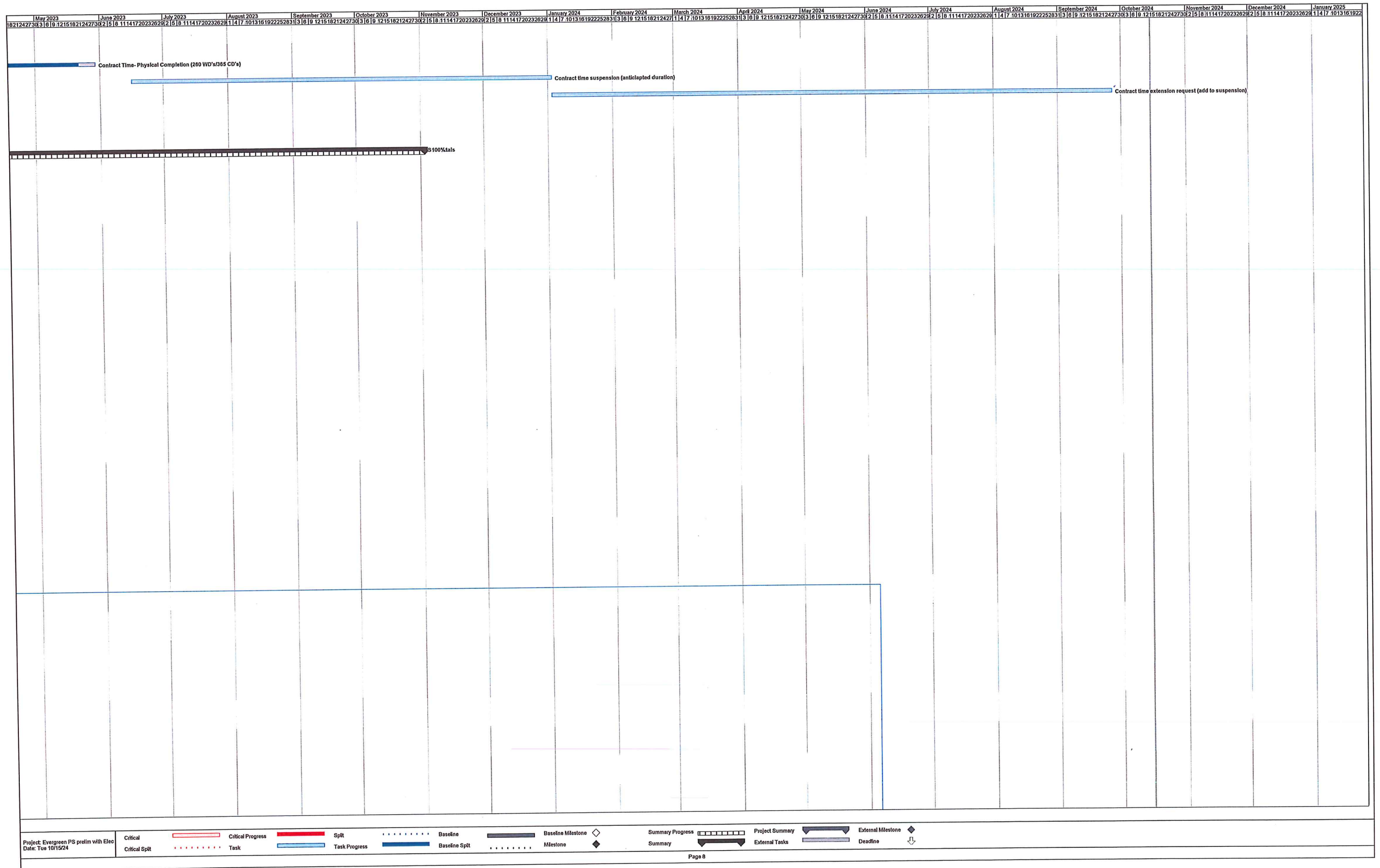
External Tasks

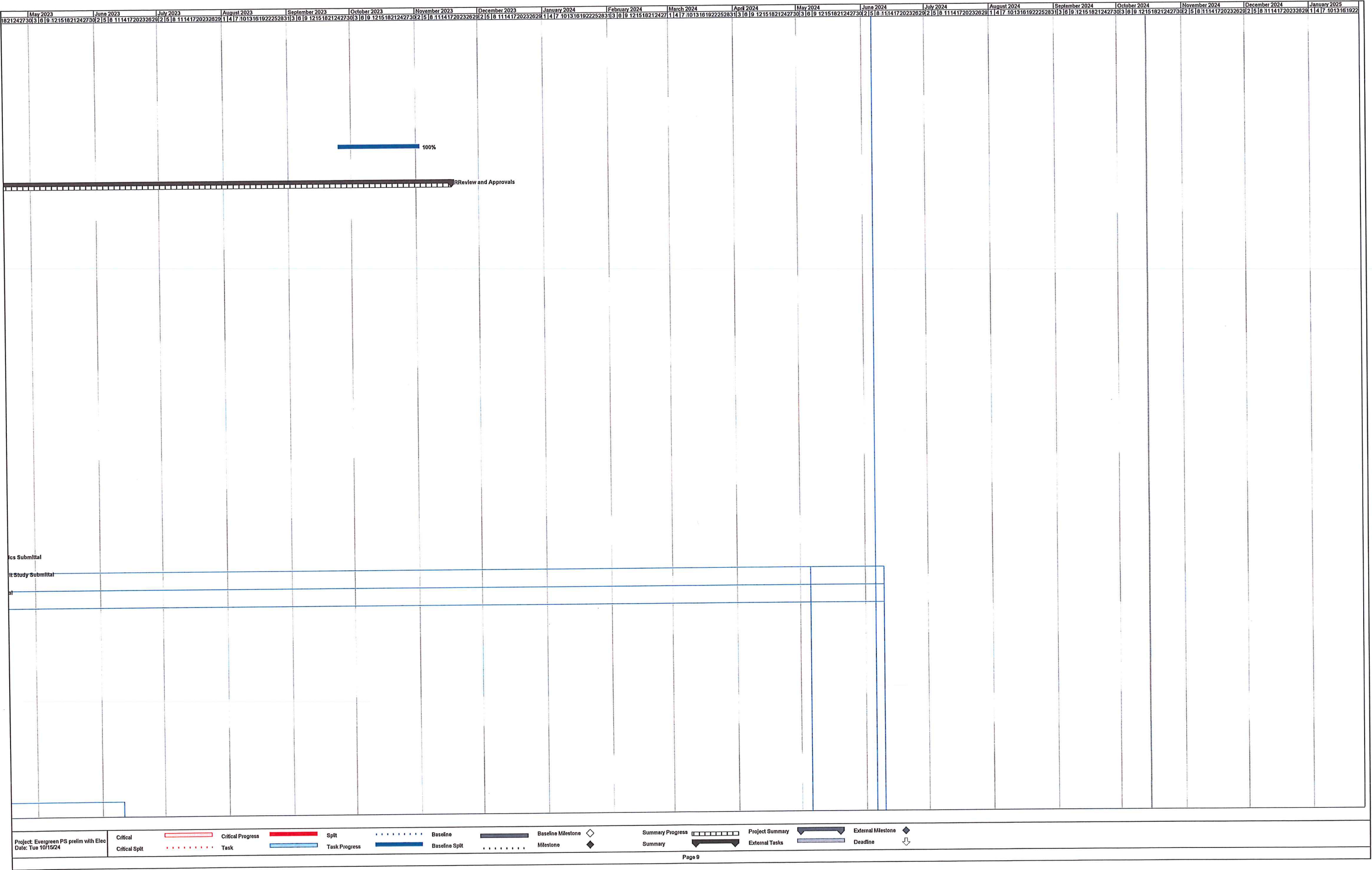
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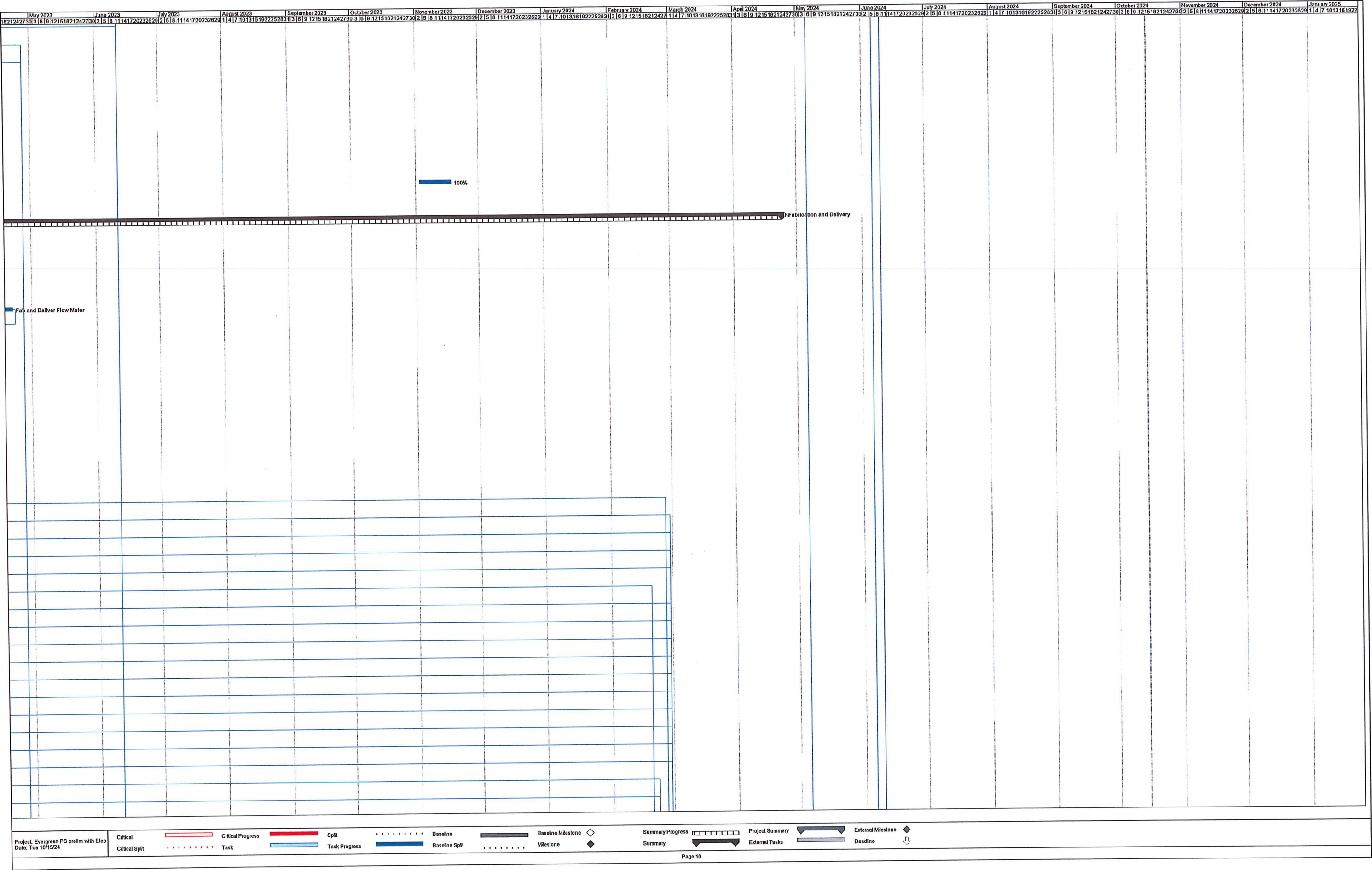
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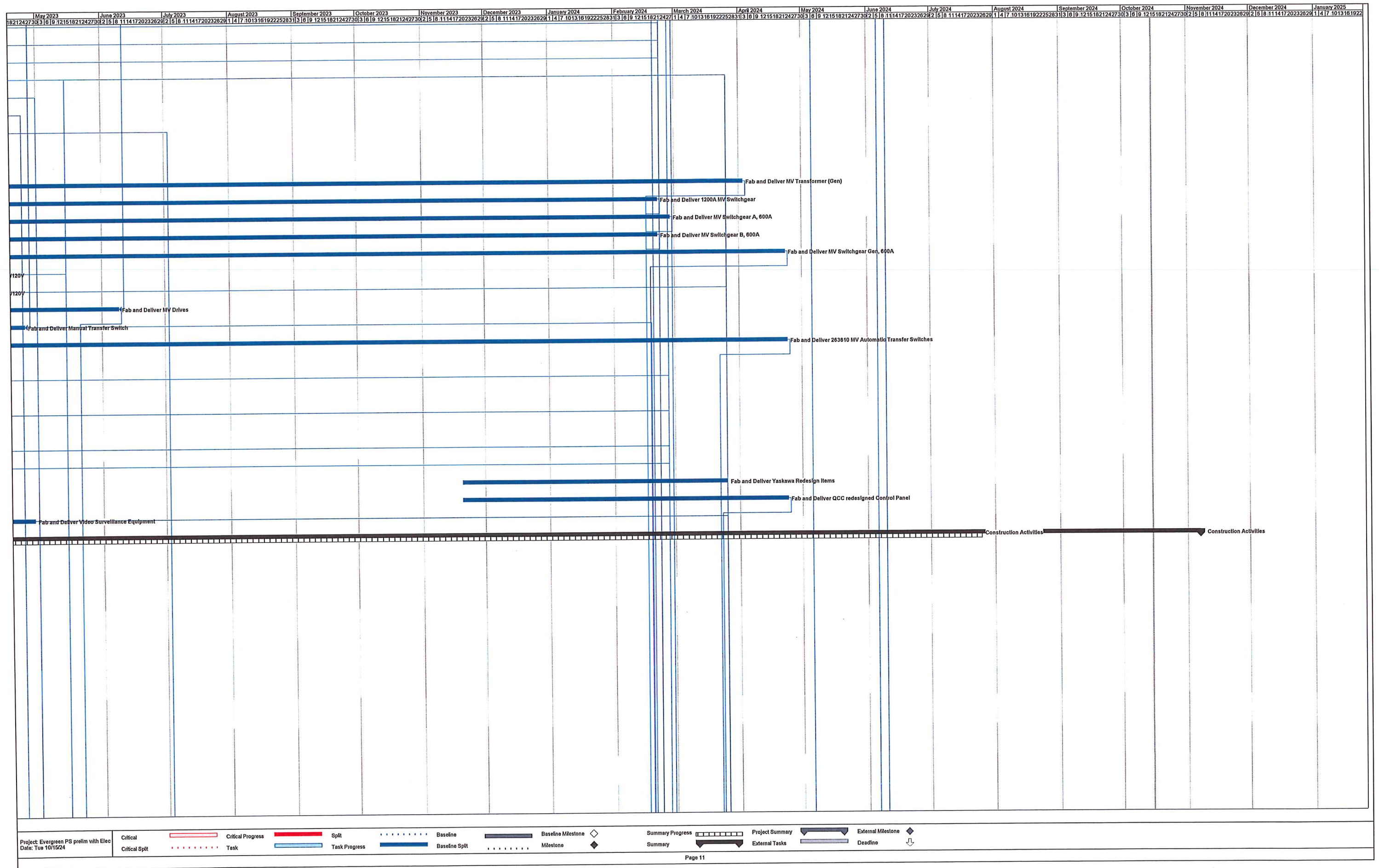
Page 6

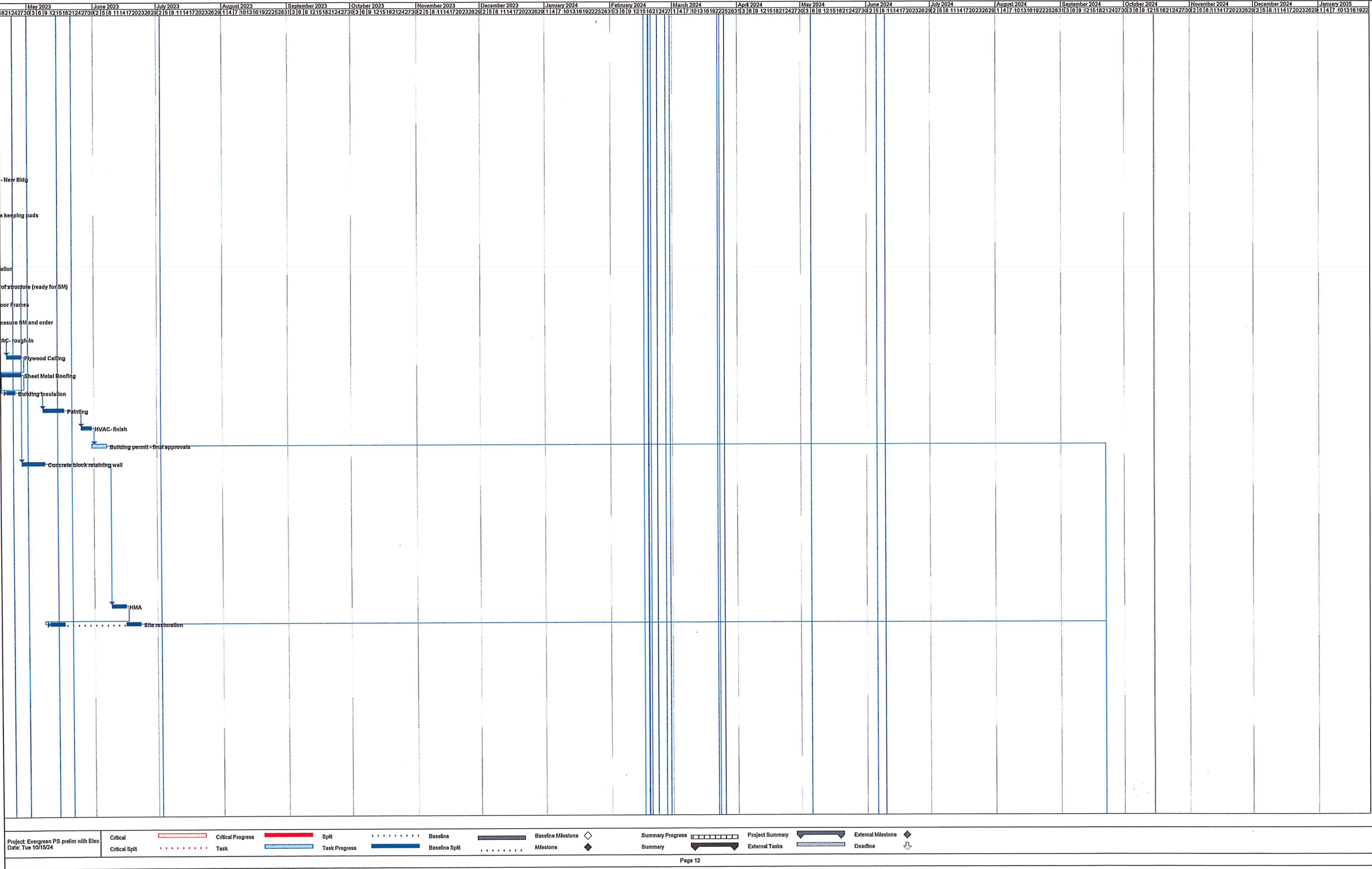
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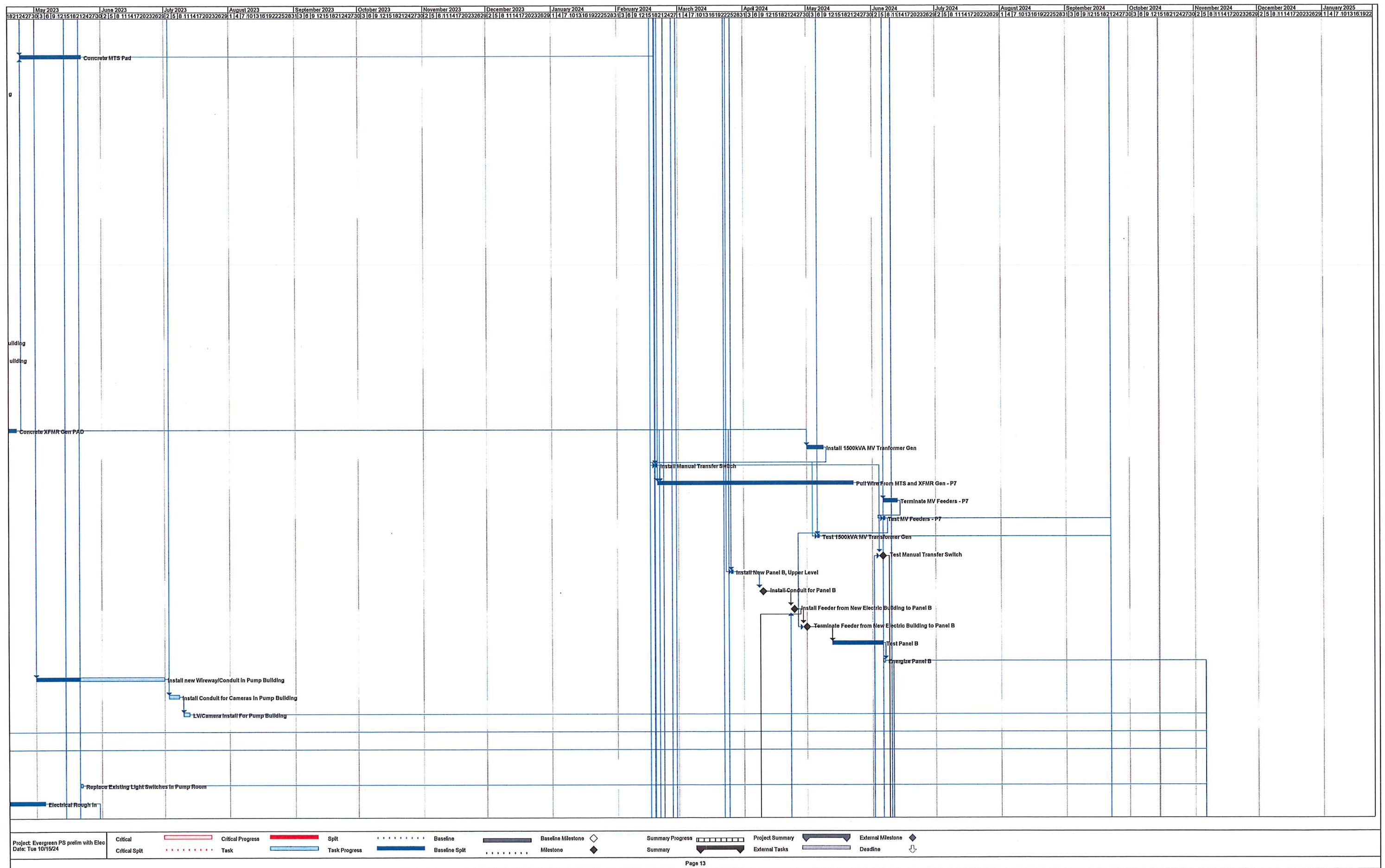


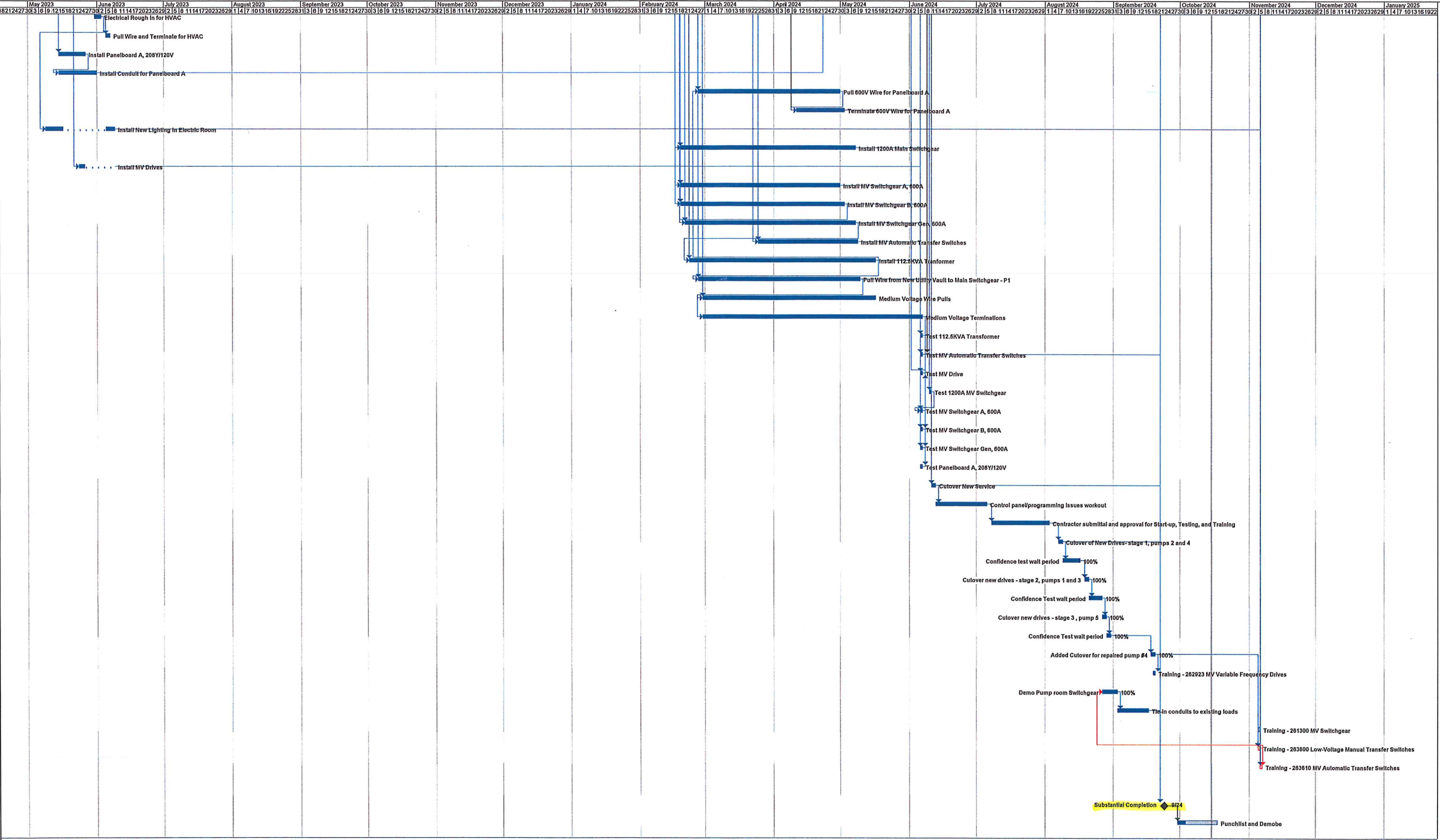














City Council Agenda Item Cover Sheet

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

Council Bill # *interoffice use*

CB 2410-30

Agenda dates requested:

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

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 Original Budget

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: All operating funds

Fiscal summary statement:

The combined aggregate budget totals are:

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

Project summary statement:

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

Recommendation (exact action requested of Council):

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



ORDINANCE NO. _____

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

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

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

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

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett 2025 Proposed Budget Hearing #2

November 13, 2024



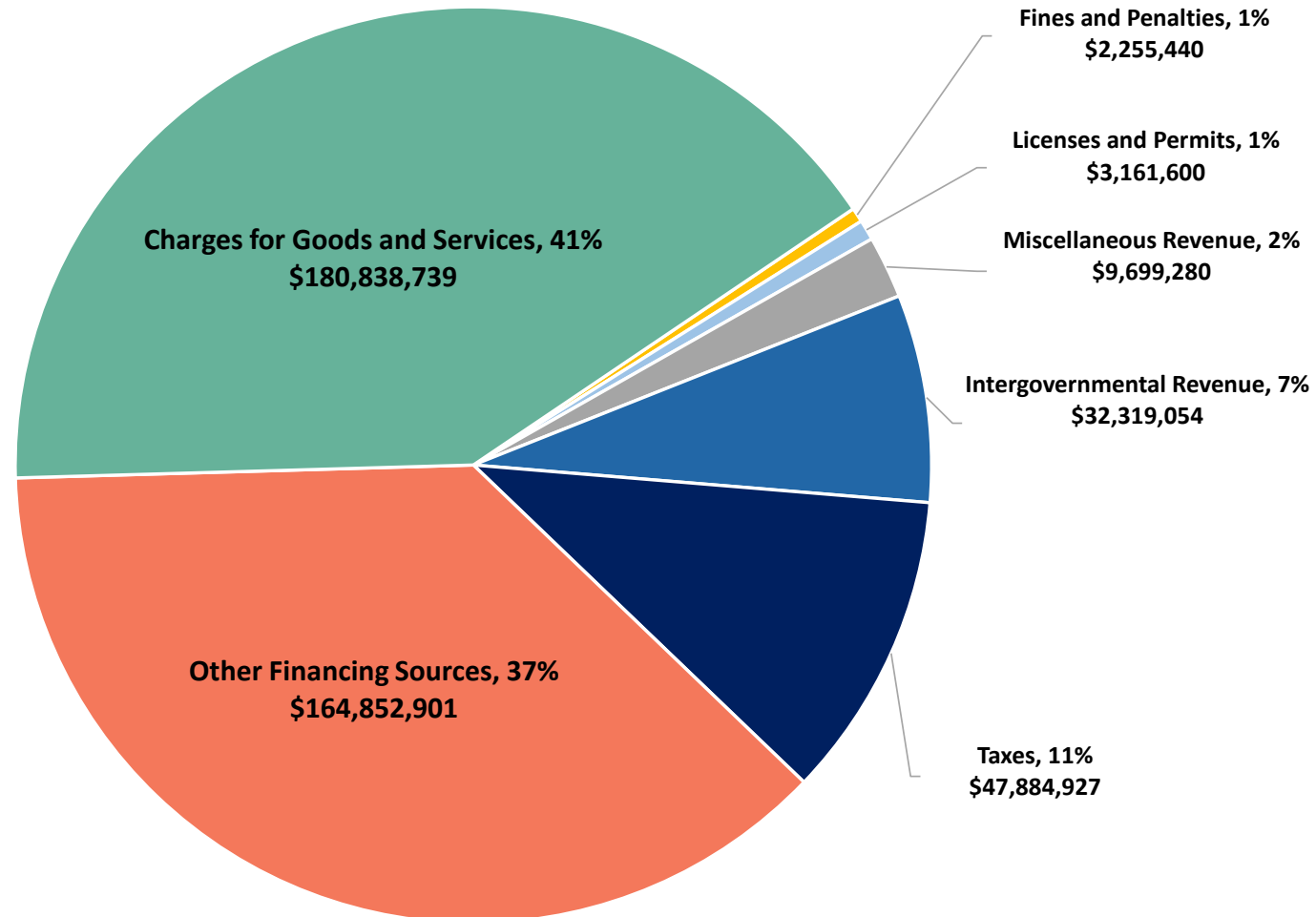
HIGHLIGHTS OF 2025 **NON-GENERAL** **GOVERNMENT** EXPENDITURE CHANGES



Non-General Government Revenue Sources



Non-General Government Revenue Budget: \$441 million



Basis of Presentation

**2024
Original
Budget**



**2025
Proposed
Budget**

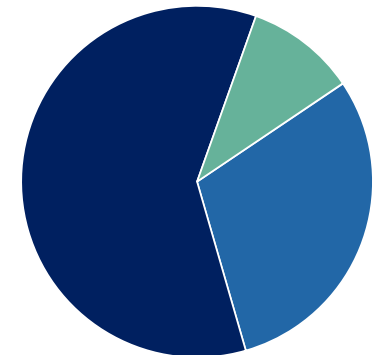
Fund 153 – Emergency Medical Services



- Reduce 0.20 FTE Accounting Technician
- Reclass positions to reflect work assignments
- Reduce overtime pay
- Increase differential pay, other pay, and uniform budget
- Planned Replacements
 - Lifepak 15 monitor/defibrillator
 - Ambulance chassis
 - Ventilators
 - Ballistic helmets

Budget Comparison	
2024 Original	\$ 19,826,040
2025 Proposed	\$ 20,899,371

Regular FTEs	
2024 Original	74.80
2025 Proposed	74.60



- Miscellaneous Revenue
- Intergovernmental Revenue
- Taxes
- Charges for Goods and Services



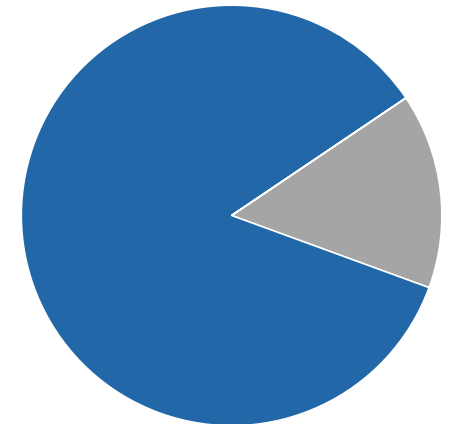
Fund 197 – Community Housing Improvement Program (CHIP)



- Transfer in 0.10 FTE Administrative Coordinator from Community, Planning, and Economic Development Department 021
- Increase loan program expenditures
- Reduce M&O

Budget Comparison	
2024 Original	\$ 1,179,632
2025 Proposed	\$ 1,339,158

Regular FTEs	
2024 Original	2.50
2025 Proposed	2.60



- Miscellaneous Revenue
- Intergovernmental Revenue



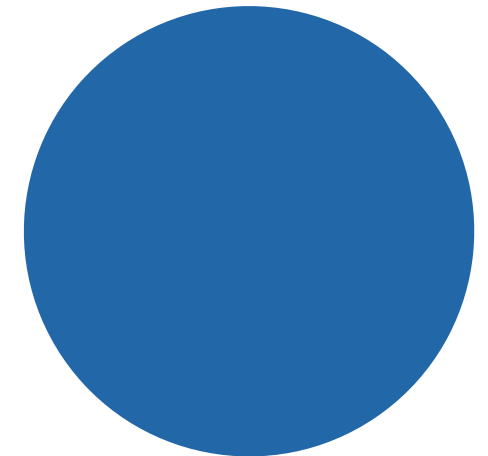
Fund 198 – Community Development Block Grant Program (CDBG)



- Transfer in 0.05 FTE Administrative Coordinator from Community, Planning, and Economic Development Department 021
- Reduce operating grant expenditures
- Reduce M&O

Budget Comparison	
2024 Original	\$ 655,233
2025 Proposed	\$ 517,500

Regular FTEs	
2024 Original	1.05
2025 Proposed	1.10



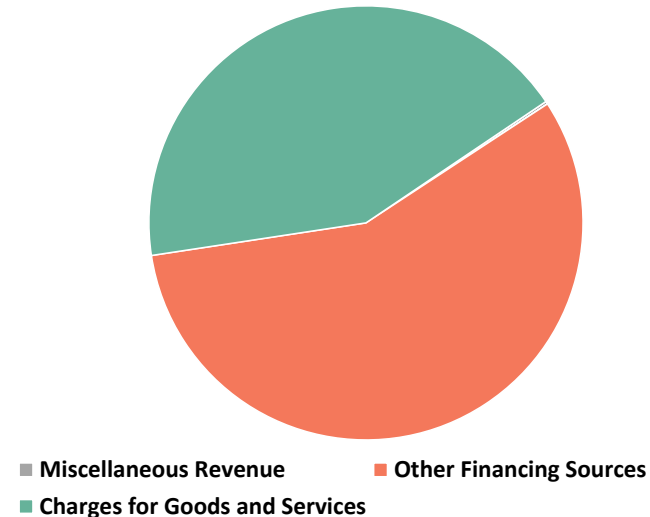
■ Intergovernmental Revenue



Fund 401 – Water & Sewer Utility



- Add 1.0 FTE Associate Engineer
- Add 1.0 FTE Human Resources Coordinator
- Reclass positions to reflect work assignments
- Increase overtime pay, seasonal pay, and uniform budget
- \$150 million transfer out to Utility's construction fund related to the bond issue planned for 2025



Budget Comparison	
2024 Original	\$ 117,348,625
2025 Proposed	\$ 269,094,456

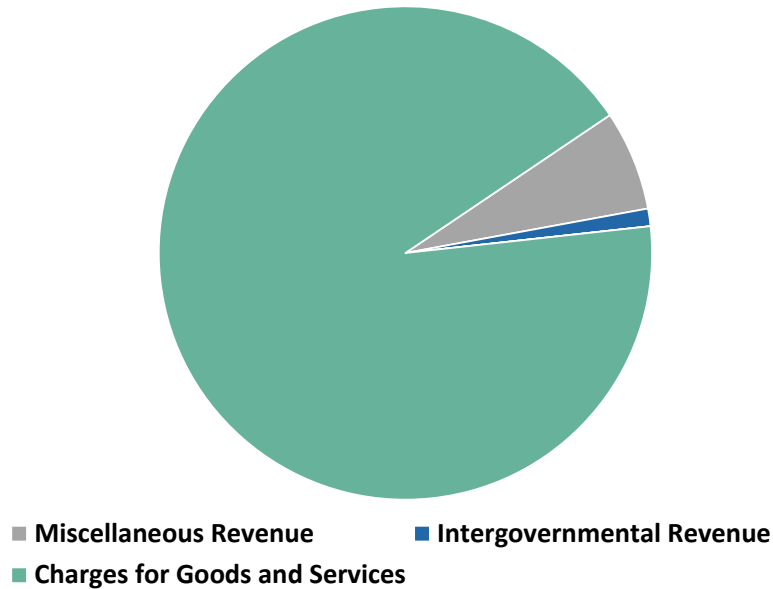
Regular FTEs	
2024 Original	243.20
2025 Proposed	245.20

Seasonal FTEs	
2024 Original	7.50
2025 Proposed	9.25

Fund 402 – Solid Waste Utility



- Reclass positions to reflect work assignments
- Reduce M&O



Budget Comparison	
2024 Original	\$ 3,380,935
2025 Proposed	\$ 2,892,155

Regular FTEs	
2024 Original	0.60
2025 Proposed	0.60

Seasonal FTEs	
2024 Original	0.50
2025 Proposed	-

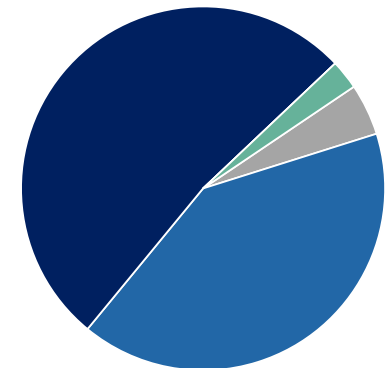
Fund 425 – Everett Transit



- Add 1.0 FTE Security Officer
- Add 0.50 FTE Fleet Maintenance Supervisor
- Increase Marketing and Design Specialist from 0.90 FTE to 1.0 FTE
- Transfer 2.0 FTE Maintenance Technicians to Facilities and Property Management Department 038
- Reclass positions to reflect work assignments
- Increase overtime pay and uniform budget
- Reduce differential pay

Budget Comparison	
2024 Original	\$ 37,514,405
2025 Proposed	\$ 60,438,107

Regular FTEs	
2024 Original	161.00
2025 Proposed	160.60



- Miscellaneous Revenue
- Intergovernmental Revenue
- Taxes
- Charges for Goods and Services



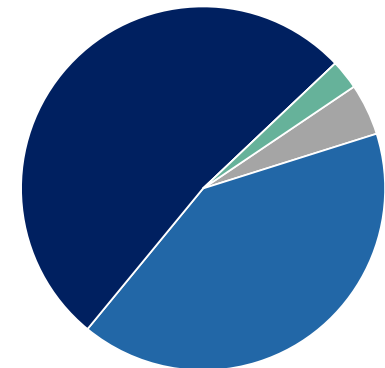
Fund 425 – Everett Transit (cont.)



- Increase M&O
- Planned Capital Projects
 - Transit buses
 - Electric charging infrastructure
 - Everett Station low voltage fire alarm
 - Everett Station HVAC
 - Inductive fast charger
 - Mall Station relocation project
 - Mall/College Station signage project

Budget Comparison	
2024 Original	\$ 37,514,405
2025 Proposed	\$ 60,438,107

Regular FTEs	
2024 Original	161.00
2025 Proposed	160.60



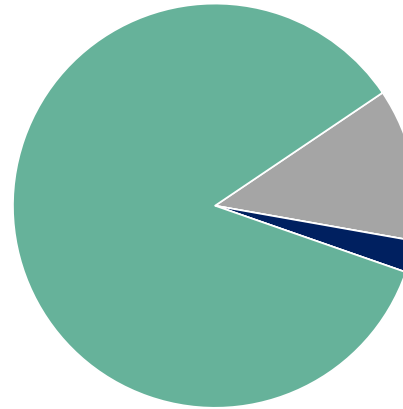
- Miscellaneous Revenue
- Intergovernmental Revenue
- Taxes
- Charges for Goods and Services



Fund 440 – Golf



- Add 0.50 FTE Fleet Maintenance Supervisor
- Reclass positions to reflect work assignments
- Increase overtime and seasonal pay
- Increase M&O



- Miscellaneous Revenue
- Intergovernmental Revenue
- Charges for Goods and Services

Budget Comparison	
2024 Original	\$ 5,623,781
2025 Proposed	\$ 6,127,630

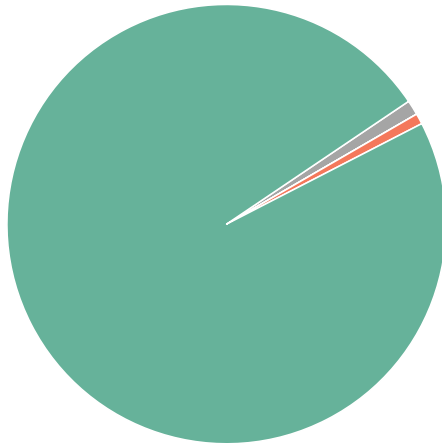
Regular FTEs	
2024 Original	8.20
2025 Proposed	8.70

Seasonal FTEs	
2024 Original	7.00
2025 Proposed	8.00

Fund 501 – Motor Vehicles



- Reduce overtime pay
- Increase differential pay, seasonal pay, and uniform budget
- Increase M&O



■ Miscellaneous Revenue ■ Other Financing Sources
■ Charges for Goods and Services

Budget Comparison	
2024 Original	\$ 9,174,392
2025 Proposed	\$ 9,894,559

Regular FTEs	
2024 Original	22.10
2025 Proposed	22.10

Seasonal FTEs	
2024 Original	0.50
2025 Proposed	0.50



DISCUSSION





City Council Agenda Item Cover Sheet

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

Council Bill # *interoffice use*

CB 2410-31

Agenda dates requested:

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

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 EMS Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 153/Emergency Medical Services

Fiscal summary statement:

The 2025 EMS property tax levy estimate is \$10,168,987.11, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies.

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

Project summary statement:

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

Recommendation (exact action requested of Council):

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



ORDINANCE NO. _____

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

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

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

EMERGENCY MEDICAL SERVICES

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

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

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

Council Bill # *interoffice use*

CB 2410-32

Agenda dates requested:

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

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 Regular Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 002/General Fund

Fiscal summary statement:

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

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

Project summary statement:

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

Recommendation (exact action requested of Council):

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



ORDINANCE NO. _____

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

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

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

REGULAR PROPERTY TAX LEVY

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

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

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

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

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Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett 2025 Proposed Budget Hearing #2

November 13, 2024





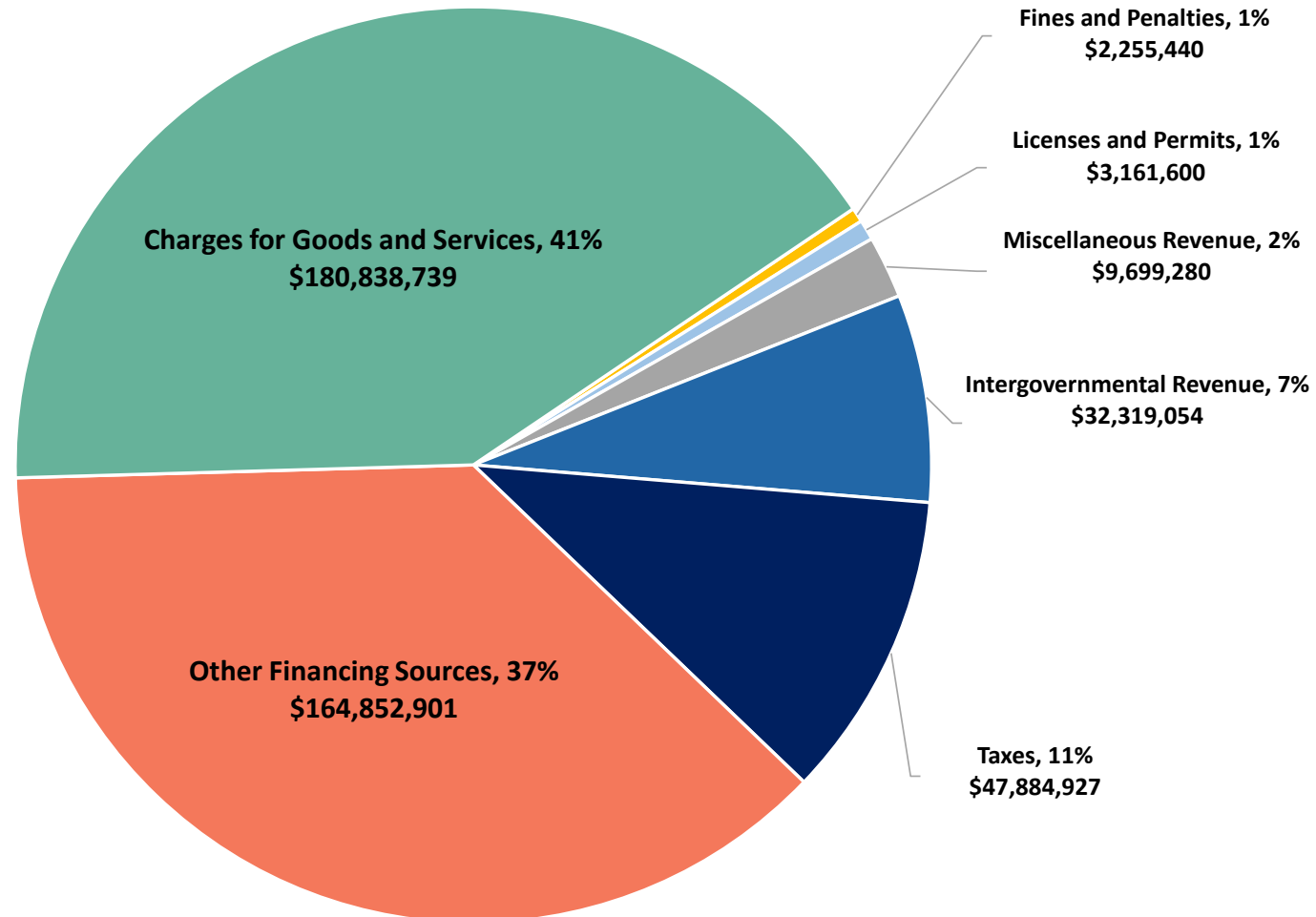
HIGHLIGHTS OF 2025 **NON-GENERAL** **GOVERNMENT** EXPENDITURE CHANGES



Non-General Government Revenue Sources



Non-General Government Revenue Budget: \$441 million



Basis of Presentation

**2024
Original
Budget**



**2025
Proposed
Budget**

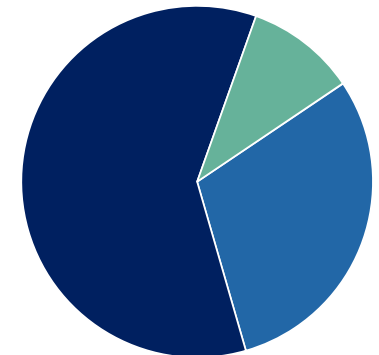
Fund 153 – Emergency Medical Services



- Reduce 0.20 FTE Accounting Technician
- Reclass positions to reflect work assignments
- Reduce overtime pay
- Increase differential pay, other pay, and uniform budget
- Planned Replacements
 - Lifepak 15 monitor/defibrillator
 - Ambulance chassis
 - Ventilators
 - Ballistic helmets

Budget Comparison	
2024 Original	\$ 19,826,040
2025 Proposed	\$ 20,899,371

Regular FTEs	
2024 Original	74.80
2025 Proposed	74.60



- Miscellaneous Revenue
- Intergovernmental Revenue
- Taxes
- Charges for Goods and Services



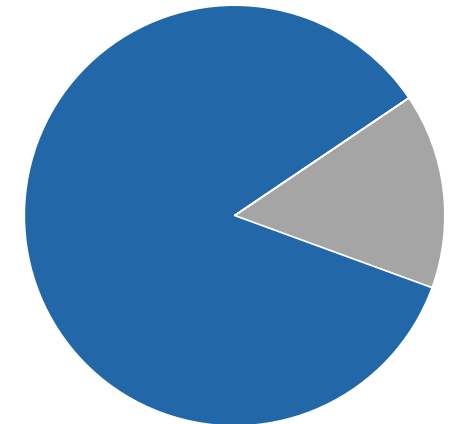
Fund 197 – Community Housing Improvement Program (CHIP)



- Transfer in 0.10 FTE Administrative Coordinator from Community, Planning, and Economic Development Department 021
- Increase loan program expenditures
- Reduce M&O

Budget Comparison	
2024 Original	\$ 1,179,632
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Regular FTEs	
2024 Original	2.50
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■ Miscellaneous Revenue
■ Intergovernmental Revenue



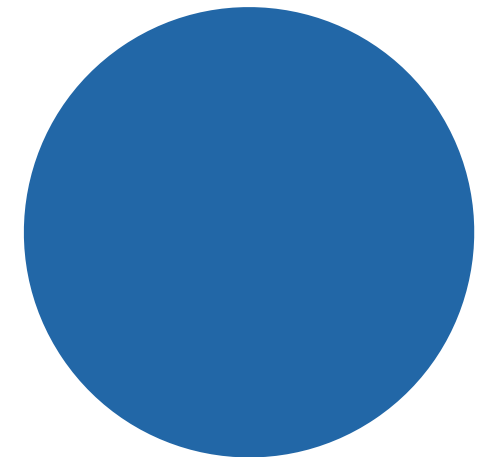
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- Reduce M&O

Budget Comparison	
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Regular FTEs	
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2025 Proposed	1.10



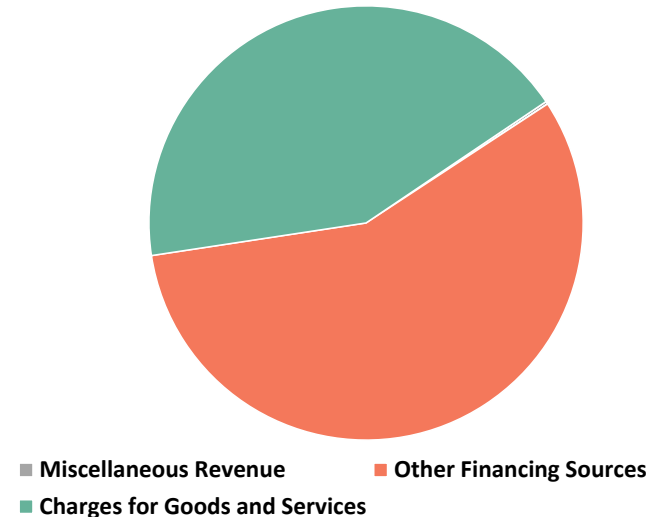
■ Intergovernmental Revenue



Fund 401 – Water & Sewer Utility



- Add 1.0 FTE Associate Engineer
- Add 1.0 FTE Human Resources Coordinator
- Reclass positions to reflect work assignments
- Increase overtime pay, seasonal pay, and uniform budget
- \$150 million transfer out to Utility's construction fund related to the bond issue planned for 2025



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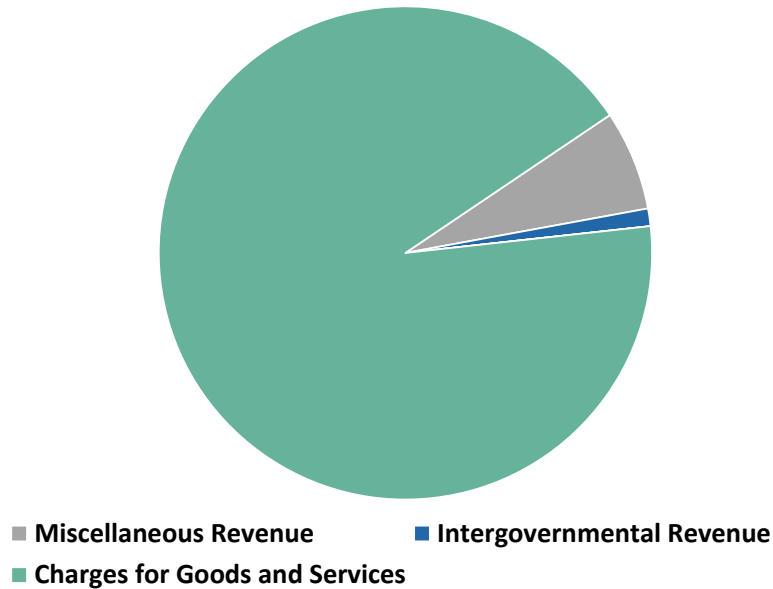
Regular FTEs	
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Seasonal FTEs	
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Fund 402 – Solid Waste Utility



- Reclass positions to reflect work assignments
- Reduce M&O



Budget Comparison	
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Regular FTEs	
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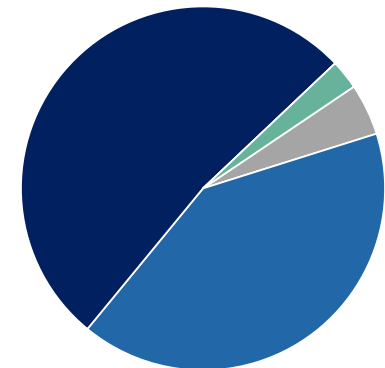
Fund 425 – Everett Transit



- Add 1.0 FTE Security Officer
- Add 0.50 FTE Fleet Maintenance Supervisor
- Increase Marketing and Design Specialist from 0.90 FTE to 1.0 FTE
- Transfer 2.0 FTE Maintenance Technicians to Facilities and Property Management Department 038
- Reclass positions to reflect work assignments
- Increase overtime pay and uniform budget
- Reduce differential pay

Budget Comparison	
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2025 Proposed	\$ 60,438,107

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- Miscellaneous Revenue
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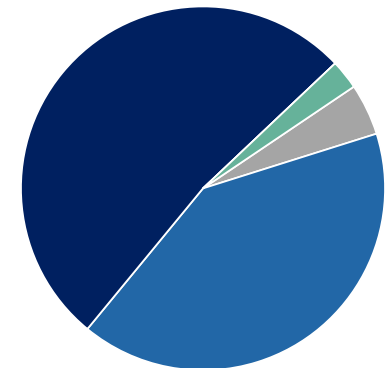
Fund 425 – Everett Transit (cont.)



- Increase M&O
- Planned Capital Projects
 - Transit buses
 - Electric charging infrastructure
 - Everett Station low voltage fire alarm
 - Everett Station HVAC
 - Inductive fast charger
 - Mall Station relocation project
 - Mall/College Station signage project

Budget Comparison	
2024 Original	\$ 37,514,405
2025 Proposed	\$ 60,438,107

Regular FTEs	
2024 Original	161.00
2025 Proposed	160.60



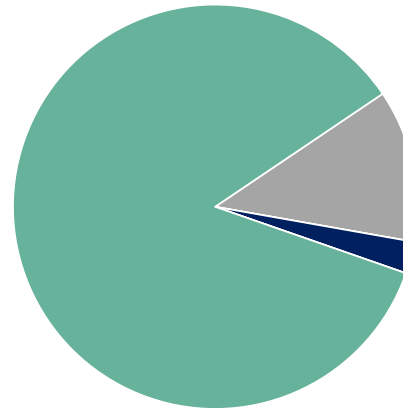
- Miscellaneous Revenue
- Intergovernmental Revenue
- Taxes
- Charges for Goods and Services



Fund 440 – Golf



- Add 0.50 FTE Fleet Maintenance Supervisor
- Reclass positions to reflect work assignments
- Increase overtime and seasonal pay
- Increase M&O



- Miscellaneous Revenue
- Intergovernmental Revenue
- Charges for Goods and Services

Budget Comparison	
2024 Original	\$ 5,623,781
2025 Proposed	\$ 6,127,630

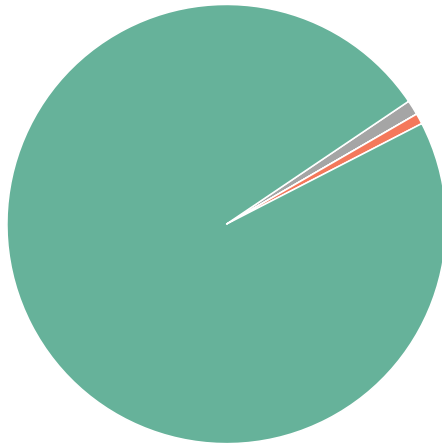
Regular FTEs	
2024 Original	8.20
2025 Proposed	8.70

Seasonal FTEs	
2024 Original	7.00
2025 Proposed	8.00

Fund 501 – Motor Vehicles



- Reduce overtime pay
- Increase differential pay, seasonal pay, and uniform budget
- Increase M&O



■ Miscellaneous Revenue ■ Other Financing Sources
■ Charges for Goods and Services

Budget Comparison	
2024 Original	\$ 9,174,392
2025 Proposed	\$ 9,894,559

Regular FTEs	
2024 Original	22.10
2025 Proposed	22.10

Seasonal FTEs	
2024 Original	0.50
2025 Proposed	0.50



DISCUSSION





EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

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

DATE: _____

NAME (required): Lee

CITY (required): _____ ZIP (required): _____

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

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

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

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

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



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DATE: Nov 18

NAME (required): Emily Simpson

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

EMAIL (optional): Simpsonemily99 PHONE (optional): _____

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

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

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

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



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

DATE: 11-13-24

NAME (required): Holly James

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

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

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

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

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

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



EVERETT CITY COUNCIL Public Comment Form

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

DATE: 11/13/24

NAME (required): Scott Murphy

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

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

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

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

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

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

Scott Murphy

City of Everett
2025 Proposed Budget Notes

The General Fund Budget has been reduced from \$55M at the beginning of 2022 to a proposed \$33.8M at 12/31/2025.

\$33.8 million is right at the 20% of Operating Revenues policy requires for the General Fund balance.

The 2024 Amended budget called for an ending General Fund Reserve of \$31.5M which was BELOW the 20% policy limit. It appears that the actual estimated ending General Fund balance is \$38.5M with the difference likely resulting from higher revenue that projected, unfilled personnel positions (Police Officers). The cost and future savings arising from the Voluntary Separation program initiated in September is not mentioned in the Proposed Budget document.

General Fund Decline: (Budget Page 3-3)

General Fund Ending Balances		(Decline) Increase	% Change	20% of Operating Revenue Floor	Balance Above 20% Minimum	
12/31/2021	55,221,792					
12/31/2022*	45,746,763	(9,475,029)	-17.16%	29,476,985	16,269,778	55.195%
12/31/2023	49,230,299	3,483,536	7.61%	35,377,675	13,852,624	39.156%
12/31/2024	38,488,820	(10,741,479)	-21.82%	32,612,497	5,876,323	18.019%
12/31/2025	33,800,000	(4,688,820)	-12.18%	33,795,304	4,696	0.014%
12/31/21-25		(21,421,792)	-38.79%			

* Where were ARP funds of \$10,347,785 reflected in 2022 revenues? Were they taken into revenue in 2023 budget as part of \$33.3M of "Misc Revenues" vs. \$8.8M in Misc Revenues for 2022?

Other Fund Balances with Large Declines 2023-2025 (Budget Page 2-17):

Fund	Description	12/31/2023	12/31/2025	\$ Decline	% Decline	
126	Motor Vehicle & Equip. Replcmt (Budget Page 6-3)	7,312,000	3,340,000	(3,972,000)	-54.32%	
153	EMS (Budget Page 6-38)	16,527,000	12,068,000	(4,459,000)	-26.98%	
160	"Rainy Day" Fund (Budget Page 6-66)	4,509,000	3,874,000	(635,000)	-14.08%	
162	CIP - 1 R&M of Existing Structures (Budget Page 6-69)	24,123,000	2,774,000	(21,349,000)	-88.50%	
162	CIP - 2 Debt Repayment (Budget Page 6-69)	14,296,000	14,096,000	(200,000)	-1.40%	
162	CIP - 4 Funding for New Structures (Budget Page 6-69)	3,970,000	1,252,000	(2,718,000)	-68.46%	
503	Self-Insured Unemployment (Budget Page 9-11)	254,000	150,000	(104,000)	-40.94%	
503	Self-Insured Workmens' Comp (Budget Page 9-10)	2,039,000	1,500,000	(539,000)	-26.43%	
637	Police Pension LEOFF 1 ***** Budget Page 10-2)	18,087,000	15,010,000	(3,077,000)	-17.01%	'30 "Goal"
638	Fire Pension - LEOFF 1 ***** (Budget Page 10-4)	29,376,000	25,697,000	(3,679,000)	-12.52%	22,600,000
						32,800,000

***** Refer to Budget Page 2-19; current funding at \$50,000 per year; cash outlays net of interest earnings and Fire Ins. Premium Tax are approximately \$3.63 Million per year.