



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, November 20, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 13, 2024

Mayor's Comments: Swear In Of Police Officer: Timothy Ota

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 \$7,901,328.08 For The Period Ending November 2, 2024 Through November 8, 2024.

Documents:

[RES CLAIMS PAYABLE NOV 2, 2024 - NOV 8, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,369,587.34 For The Period Ending November 2, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 23.PDF](#)

(3) Award An Increase To Overall Spend On Request For Quotation #2024-049 Magnesium Hydroxide To An Estimated \$400,000 Annually.

Documents:

[2024-049 MAGNESIUM HYDROXIDE_CS.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With Hultz BHU Engineers, Inc.

Documents:

[HULTZ BHU ENGINEERS PSA AMENDMENT NO. 1.PDF](#)

(5) Authorize The Mayor To Sign The Professional Services Agreements For 2025/2026 On-Call Materials Testing Services With Geo/Test Services, Inc., Krazan & Associates, Inc., And Materials Testing & Consulting, Inc.

Documents:

[ON-CALL MATERIALS TESTING-PSAS.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 5 To The Professional Services Agreement With Otak, Inc., For DID5 Dike Repair Engineering Services To Extend The Contract Completion Date.

Documents:

[OTAK, INC-DD5 DIKE REPAIRS-AMENDMENT NO. 5.PDF](#)

(7) Adopt A Resolution Declaring A 2003 Ford F350 Flatbed (V0138) Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_2003 FORD F350.PDF](#)

(8) Adopt A Resolution Declaring A 2006 Chevrolet Express 3500 Cargo Van (V0172) Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_2006 CHEVROLET EXPRESS 3500 CARGO VAN.PDF](#)

(9) Adopt A Resolution Declaring A 2008 Ford F250 Surplus And Authorizing Sale At Public Auction.

Documents:

[RES_2008 FORD F250.PDF](#)

(10) Adopt A Resolution Declaring A 2009 Ford E250 Cargo Van (V0227) Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_2009 FORD E250 CARGO VAN.PDF](#)

(11) Adopt A Resolution Declaring A 2013 Ford F250 Service Truck (V0238) Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_2013 FORD F250 SERVICE TRUCK.PDF](#)

(12) Adopt A Resolution Declaring A 2017 Eagle Flatbed Trailer With Rodder Unit (T0085 & M0051) Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_2017 EAGLE TRAILER.PDF](#)

(13) Authorize The Mayor To Sign Amendment No. 1 To Professional Services Agreement With Osborn Consulting, Inc. For The Water Quality Treatment At 3rd Avenue SE Project For The Amount Of \$62,640, For A Total Contract Amount Of \$258,640.

Documents:

[OSBORN CONSULTING-3RD AVE WQ FACILITY-AMENDMENT NO. 1.PDF](#)

PROPOSED ACTION ITEMS:

(14) CB 2411-33 – 1st Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "Everett Smelter Drainage" Fund 336, Program 028, As Established By Ordinance No. 3872-22. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-33.PDF](#)

(15) CB 2411-34 – 1st Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "Grand Avenue Park Pedestrian Bridge" Fund 303, Program 103, As Established By Ordinance No. 3696-19. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-34.PDF](#)

(16) CB 2411-35 – 1st Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "Port Gardner Bay Outfalls Water Quality Treatment Retrofit" Fund 336, Program 019, As Established By Ordinance No. 3807-21. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-35.PDF](#)

(17) CB 2411-36 – 1st Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "WFP Portal 4 Improvements" Fund 336, Program 018, As Established By Ordinance No. 3894-22. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-36.PDF](#)

(18) CB 2411-37 – 1st Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "WPCF Bar Screens Upgrades" Fund 336, Program 027, As Established By Ordinance No. 3947-23. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-37.PDF](#)

(19) CB 2411-38 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "2025 Federal Overlay" Fund 303, Program 131. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-38.PDF](#)

PUBLIC HEARING & PROPOSED ACTION ITEM:

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

Documents:

[CB 2410-30.PDF](#)

PUBLIC HEARING & ACTION ITEMS:

(21) CB 2410-31 – 3rd & Final 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.

Documents:

[CB 2410-31.PDF](#)

(22) CB 2410-32 – 3rd & Final 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.

Documents:

[CB 2410-32.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(23) CB 2411-39 – 1st Reading – Adopt An Ordinance Approving The Appropriations Of The 2024 Revised City Of Everett Budget And Amending Ordinance No. 4046-24. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-39.PDF](#)

ACTION ITEM:

(24) Authorize Issuance Of A Solicitation For Redevelopment Of Property Located At 1301 Lombard.

Documents:

[1301 LOMBARD AUTHORIZATION OF SOLICITATION.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

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

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

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

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

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period Nov 2, 2024 through Nov 8, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	1,016.67	101	Parks & Recreation	74,071.56
002	General Government	38,125.99	110	Library	21,482.71
003	Legal	17,833.97	112	Community Theater	4,000.00
004	Administration	6,250.00	120	Public Works-Streets	1,612.41
005	Municipal Court	1,618.60	126	MV-Equipment Replacemer	420,095.03
009	Misc Financial Funds	49,223.97	130	Develop & Const Permit Fee	88.00
015	Information Technology	17.50	146	Property Management	16,300.74
018	Communications, Mktg & Engag	1,675.00	148	Cum Reserve-Parks	128.26
024	Public Works-Engineering	108,985.00	153	Emergency Medical Service:	39,861.04
026	Animal Shelter	1,836.92	155	Capital Reserve Fund	104,122.35
030	Emergency Management	15,715.70	156	Criminal Justice	681.17
031	Police	27,584.00	162	Capital Projects Reserve	69,090.00
032	Fire	17,923.38	303	PW Improvement Projects	90,314.41
	TOTAL GENERAL FUND	\$ 287,806.70	336	Water & Sewer Sys Improv I	1,188,513.69
			342	City Facilities Construction	3,023,266.99
			354	Parks Capital Construction	139,292.45
			401	Public Works-Utilities	1,154,647.01
			402	Solid Waste Utility	9,301.85
			425	Public Works-Transit	718,130.62
			430	Everpark Garage	14,692.44
			440	Golf	42,303.29
			501	MVD-Transportation Service	220,661.55
			503	Self-Insurance	20,012.94
			637	Police Pension	24,355.00
			638	Fire Pension	6,570.82
			661	Claims	122,563.59
			665	Other Special Agency Funds	49,269.42
			670	Custodial Funds	38,092.04
			TOTAL CLAIMS	\$ 7,901,328.08	

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of November 02, and checks issued November 08, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,178.34	7,221.84
003	Legal	86,263.88	23,888.60
004	Administration	52,780.55	9,854.87
005	Municipal Court	69,342.23	21,702.77
007	Personnel	55,032.73	17,418.46
010	Finance	110,936.85	34,865.69
015	Information Technology	110,771.27	35,311.56
018	Communications and Marketing	21,871.19	6,893.34
021	Planning & Community Dev	121,195.56	34,400.27
024	Public Works	220,361.62	71,160.84
026	Animal Shelter	60,890.88	23,888.32
030	Emergency Management	9,864.80	3,402.25
031	Police	1,238,140.77	308,994.69
032	Fire	731,715.28	203,999.73
038	Facilities/Maintenance	115,681.24	42,097.27
101	Parks & Recreation	142,405.79	55,267.80
110	Library	133,933.77	40,175.66
112	Community Theatre	8,654.26	2,092.19
120	Street	79,153.93	28,007.20
153	Emergency Medical Services	414,851.38	105,441.82
197	CHIP	7,701.52	1,952.02
198	Community Dev Block	3,839.53	1,259.57
401	Utilities	912,701.22	337,173.59
425	Transit	531,662.83	196,186.60
440	Golf	35,650.39	12,441.83
501	Equip Rental	81,005.53	29,826.65
		<u>\$5,369,587.34</u>	<u>\$1,654,925.43</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Award an increase to overall spend on Request for Quotation #2024-049 Magnesium Hydroxide

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Magnesium Hydroxide Chemical for the Water Pollution Control Facility

Partner/Supplier: Inland Environmental Resources

Location: Everett Water Pollution Control Facility (WPCF)

Preceding action: N/A

Fund: 401 - Utilities

Fiscal summary statement:

On May 7, 2024, the city awarded Request for Quotation 2024-049 Magnesium Hydroxide in an amount not exceeding \$249,999. Unfortunately, staff underestimated the total need when the award was made. Due to various conditions at the Water Pollution Control Facility (WPCF), the amount of magnesium hydroxide required has increased to meet the permit requirement for the Department of Ecology. The previous year's spending is as follows:

2022: \$123,097.59

2023: \$164,063.59

2024 (year to date): \$287,484

The City's procurement policy requires the council to approve contract awards greater than \$250K. City staff requests increased spending approval to allow the WPCF staff to purchase the required chemicals to meet permit requirements. The estimated expenditure will be approximately \$400,000 annually, including sales tax.

Project summary statement:

The Department of Ecology Nutrient General Permit, WAG994571, requires the WPCF to implement optimization efforts to reduce the total inorganic nitrogen in the effluent water being discharged into Port Gardner Bay and the Snohomish River.

To meet this requirement, plant staff determined magnesium hydroxide provided the best method to achieve the highest nitrogen reduction. Magnesium hydroxide is critical to support and optimize nitrogen removal in the final treated effluent water. City staff improved the operational strategies used at the plant to treat the wastewater, which required an increase in magnesium hydroxide to facilitate additional nitrogen removal. With the increased need for nitrogen removal at the plant, more magnesium hydroxide was required to meet the permit requirements.

Increased magnesium hydroxide use due to the nitrogen removal optimization efforts increases the treatment plant's effluent quality, which means cleaner water is being discharged to our local water bodies.

Recommendation (exact action requested of Council):

Award an increase to overall spend on Request for Quotation #2024-049 Magnesium Hydroxide to an estimated \$400,000 annually.



City Council Agenda Item Cover Sheet

Project title: Amendment No. 1 to the Professional Services Agreement with Hultz BHU Engineers, Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amendment No. 1

Department(s) involved:

Transit

Contact person:

Michael Schmieder

Phone number:

425-257-7761

Email:

MSchmieder@everettwa.gov

Initialed by:

MJS

Department head

Administration

Council President

Project: Everett Station HVAC Controls Replacement and Maintenance

Partner/Supplier: Hultz BHU Engineers, Inc.

Location: Everett Station

Preceding action: Professional Services Agreement with Hultz BHU Engineers, Inc.

Fund: Fund 425, Transportation Services

Fiscal summary statement:

Everett Transit has been awarded a Federal Transit Administration grant in the amount of \$1,195,009.00 with a twenty percent (20%) \$298,753.00 cash match for a total of \$1,493,762.00. The additional costs related to the amendment will be paid out of Fund 425.

Project summary statement:

This amendment corrects minor issues with the original contract that will allow for an effective study to be completed by Hultz BHU Engineers, Inc., related to the energy efficiency of the building which will address many of the comfort issues guests, tenants, and staff face daily.

The following corrections are being made to the original contract:

- The end date of services noted in the contract is being extended to fit the entire timeline of the project. This allows for the city to work with a designer throughout construction and is a typical procedure in a design contract.
- The original contract proposal included two items that were broken out for cost analysis reasons only. These items were not included in the original signed contract. These items are critical to the successful design of the proposed repairs/modifications to the buildings and its systems.
- Finally, due the complexity of the building's design and mechanical systems, a design contingency will be added.

The cost of these contract corrections is \$36,934. This will be funded by the previously awarded FTA grant, except for \$4,200, which will be funded by Fund 425.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Hultz BHU Engineers, Inc.



**AMENDMENT NO. 1
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	Hultz BHU Engineers, Inc.
City Project Manager	Josh O'Neil
	joneil@everettwa.gov
Original Agreement Date	2/15/2024

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	194,090.00
	Compensation Added (or Subtracted) by this Amendment	36,934.00
	Maximum Compensation Amount After this Amendment	213,024.00

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>Enter other changes to the Agreement, if any.</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**

HULTZ BHU ENGINEERS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Rick Hultz

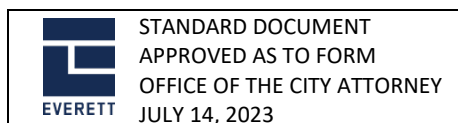
Signer's Email Address: rickh@hultzbhu.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



Amendments to Everett Transit PSA/Change in Scope of Work.

- The PSA included contract administration. The construction is not planned to be competed until no earlier than 2026. The new contract end date will be 31 December 2027. This change has no financial impact on the project.
- Initial State Clean Building Performance Standard Compliance Review: Hultz will perform the analysis to provide a weather normalized EUI for the Everett Station and compare to the adjusted EUI target for that building. This would identify whether additional energy savings measures would be required for compliance. This change has a financial impact of adding \$4,200.00 to the project cost.
- Reimbursable items (to be billed at cost plus 10%):
 - Travel Mileage: Hultz assumes a budget of \$1,600, and will invoice from the IRS mileage rates
 - Printing (Review/Permit Sets): Hultz assumes a budget of \$ 1,000This change has a financial impact of adding \$2,600.00 to the project cost.
- Project Contingency. A project contingency shall be added to this project. Due the complexity of this project the contingency rate shall be approximately 15%. This change has a financial impact of adding \$30,134 to the project cost.

Project title: Professional Services Agreements for On-Call Materials Testing

Council Bill #

Project: Professional Services Agreements for On-Call Materials Testing

Partner/Supplier : GeoTest Services, Krazan & Associates, Materials Testing & Consulting

Agenda dates requested:

Location: Citywide

Preceding action: Previous Agreements, last approved [2/1/2023](#)

Fund: Multiple Funds

Briefing

Proposed action

Consent 11/20/24

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Proposed Agreements

Department(s) involved:

Public Works, Legal

Contact person:

Tom Hood

Phone number:

425.257.8809

Email:

thood@everettwa.gov

Fiscal summary statement:

The individual agreements are limited to \$250,000 over the life of the proposed agreements which expire on December 31, 2026. The funding for each testing assignment (by task order) is the responsibility of the assigning department and the cost will be part of each capital project requesting testing services.

Project summary statement:

Since 2017, the Public Works Department has maintained a list of pre-qualified materials testing firms for on-call materials testing services for the City of Everett construction projects. Prior to that, individual departments and project managers had to contract for testing services on a single project basis, which was time consuming, and costs could vary significantly throughout the construction season.

The pre-qualified materials testing firms selected from the Municipal Research and Services Center (MRSC) roster are as follows: Geo/Test Services, Inc., Krazan & Associates, Inc. and Materials Testing & Consulting, Inc.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the professional services agreements for 2025/2026 On-Call Materials Testing services with Geo/Test Services, Inc., Krazan & Associates, Inc., and Materials Testing & Consulting, Inc.

Initialed by:

RLS

Department head

Administration

Council President



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	GeoTest Services, Inc.
	741 Marine Drive Bellingham, WA 98225
	Kevin Richardson
City Project Manager	Tom Hood
	City of Everett – Enter PM ‘s department 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	Inspection and materials testing services on Public Works construction projects
Completion Date	December 31, 2026
Maximum Compensation Amount	\$250,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Sandy Peters
	626-696-1901, 925-686-2860
	DesignProCerts@AssuredPartners.com, WestCerts@acrisure.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

GEOTEST SERVICES, INC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Kevin Richardson

Signer's Email Address:

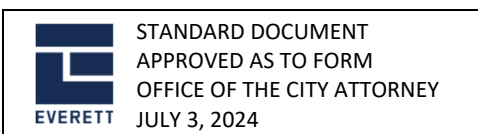
krichardson@rmacompanies.com

Date

Title of Signer: Divisional Vice President

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

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

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

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

END OF GENERAL PROVISIONS
(v.070324)

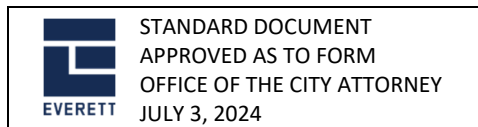


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

The scope of work is to provide Inspection and Materials Testing services on Public Works construction projects at the specific direction of the Public Works Construction Manager, or their designated representative, including an assigned task order.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

Task	Amount Paid on Task Completion
Lab and field testing and inspection	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

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

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

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

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

FEE SCHEDULE – 2025

PROFESSIONAL SERVICES

Senior Geotechnical Engineer.....	200.00 hour
Professional Engineer	180.00 hour
Geotechnical Engineer.....	180.00 hour
Technical Director.....	180.00 hour
Staff Engineer	140.00 hour
Engineering Geologist.....	150.00 hour
Environmental Professional.....	160.00 hour
Geologist	135.00 hour
Building Envelope Consultant	160.00 hour

CONSTRUCTION INSPECTION SERVICES

Concrete Inspector (Post-Tension, Prestressed, Shotcrete, Reinforcing, or Grout, etc.)	95.00 hour
Masonry Inspector.....	95.00 hour
Spray-Applied Fire-Resistive Materials Inspector.....	95.00 hour
Fire-Resistant Penetrations and Joints Inspector	95.00 hour
Post-Installed Anchor Inspector	95.00 hour
Structural Wood Inspector.....	100.00 hour
Cold-Formed Steel Framing Inspector	100.00 hour
Structural Steel Welding and Bolting Inspector.....	100.00 hour
In-Place Density Tech – Soils & Asphalt	105.00 hour
CESCL (Certified Erosion & Sediment Control Lead)	105.00 hour
Geotechnical Technician.....	110.00 hour
Non-Destructive Testing Technician	120.00 hour
Building Envelope Inspector	125.00 hour

CONSTRUCTION SUPPORT SERVICES

QA/QC Inspection Engineer	120.00 hour
Field Technician	100.00 hour
Laboratory Technician	105.00 hour
Project Manager.....	140.00 hour

BUILDING ENVELOPE SERVICES

Whole Building Air Leakage Test	quote
Window Water Penetration Test.....	quote
Building Envelope Assessment	quote

SPECIALTY SERVICES

Bolt Pull-out Test Technician	110.00 hour
Ground Penetrating Radar (GPR) Technician.....	185.00 hour
Pachometer (Magnetic) Rebar Location Technician	110.00 hour
Concrete & Asphalt Coring Technician	135.00 hour
Schmidt Hammer Technician	135.00 hour
Windsor Probe Technician	135.00 hour
Floor Flatness and Levelness Testing Technician.....	160.00 hour
Concrete Relative Humidity/Moisture Testing Technician	120.00 hour

FEE SCHEDULE – 2025

LABORATORY MATERIALS TESTING:

CONCRETE

Compressive Strength – Concrete	40.00 ea
Compressive Strength – Concrete (cast by others)	50.00 ea
Compressive Strength – Drilled Cores or Sawed Specimens	75.00 ea
Flexural Strength – 6" x 6" Beams	70.00 ea
Air Dry Unit Weight	45.00 ea
Trimming Specimens – Per End (when required)	25.00 ea

MASONRY

Compressive Strength – Mortar, 2" x 4" Cylinder	40.00 ea
Compressive Strength – Grout, 4" x 4" x 8" Prism	40.00 ea
Compressive Strength – Composite Prism	120.00 ea
Compressive Strength – Masonry Units	120.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	180.00 ea
Sieve Analysis, Dry Only	110.00 ea
Sieve Analysis, % Passing #200 Sieve	110.00 ea
Specific Gravity and Absorption – Fine Aggregate	95.00 ea
Specific Gravity and Absorption – Coarse Aggregate	95.00 ea
Uncompacted Voids – Fine Aggregate	185.00 ea
Unit Weight and Voids	60.00 ea
Sand Equivalent	100.00 ea
Moisture Content	60.00 ea
Percent Fracture	100.00 ea
Organic Impurities Test	70.00 ea
Clay Lumps and Friable Particles	100.00 ea
Lightweight Pieces	100.00 ea
Flat/Elongated Particles	100.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	305.00 ea
Maximum Specific Gravity (Rice Density)	120.00 ea
Asphalt Core Density/Thickness	60.00 ea
Asphalt Superpave Test	560.00 ea

FEE SCHEDULE – 2025

SOILS

Sieve Analysis, with Wet Sieve	180.00 ea
Sieve Analysis, % Passing #200 Sieve	110.00 ea
Sieve Analysis w/ Hydrometer	270.00 ea
Moisture Density Relationship (Proctor).....	230.00 ea
Moisture Density Relationship (Proctor) w/ Sieve	290.00 ea
Check Point	90.00 ea
Moisture Content.....	60.00 ea
Atterberg Limits (3 points).....	180.00 ea
Specific Gravity.....	95.00 ea
Consolidation – 5 Loads	390.00 ea
Permeability – Constant Head or Falling Head (each point)	360.00 ea
Organic Content	100.00 ea

MISCELLANEOUS

Compressive Strength – 2" x 2" Cubes (Cementitious Grout).....	40.00 ea
Compressive Strength – 2" x 2" Cubes (Epoxy Grout).....	50.00 ea
Fireproofing Density Test.....	90.00 ea
Floor Moisture/RH Test Kit	75.00 ea
Windsor Probe Pin (Set of 3).....	50.00 ea
Skidmore Usage (Per Use).....	110.00 ea
Dynamic Cone Penetrometer (DCP) Tip.....	35.00 ea
Ultrasonic Flaw Detector Usage (Per Use)	110.00 ea

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day scheduling.
- GeoTest Services, Inc. (GTS) construction inspection services, construction support services, building envelope & specialty services are billed portal to portal. A daily four-hour minimum charge applies to construction inspection services and specialty services per staff member. Same day cancellations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Weekends.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): Charged at 1.5 times the standard rate including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- A trip charge shall be invoiced at the IRS federal rate per map mile from our nearest office – portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.

FEE SCHEDULE – 2026

PROFESSIONAL SERVICES

Senior Geotechnical Engineer.....	200.00 hour
Professional Engineer	180.00 hour
Geotechnical Engineer.....	180.00 hour
Technical Director.....	180.00 hour
Staff Engineer	140.00 hour
Engineering Geologist.....	150.00 hour
Environmental Professional.....	160.00 hour
Geologist	135.00 hour
Building Envelope Consultant	160.00 hour

CONSTRUCTION INSPECTION SERVICES

Concrete Inspector (Post-Tension, Prestressed, Shotcrete, Reinforcing, or Grout, etc.)	100.00 hour
Masonry Inspector.....	100.00 hour
Spray-Applied Fire-Resistive Materials Inspector	100.00 hour
Fire-Resistant Penetrations and Joints Inspector	100.00 hour
Post-Installed Anchor Inspector.....	100.00 hour
Structural Wood Inspector.....	105.00 hour
Cold-Formed Steel Framing Inspector	105.00 hour
Structural Steel Welding and Bolting Inspector.....	105.00 hour
In-Place Density Tech – Soils & Asphalt	110.00 hour
CESCL (Certified Erosion & Sediment Control Lead)	110.00 hour
Geotechnical Technician.....	115.00 hour
Non-Destructive Testing Technician	125.00 hour
Building Envelope Inspector	130.00 hour

CONSTRUCTION SUPPORT SERVICES

QA/QC Inspection Engineer	125.00 hour
Field Technician	105.00 hour
Laboratory Technician	110.00 hour
Project Manager.....	145.00 hour

BUILDING ENVELOPE SERVICES

Whole Building Air Leakage Test	quote
Window Water Penetration Test.....	quote
Building Envelope Assessment	quote

SPECIALTY SERVICES

Bolt Pull-out Test Technician	115.00 hour
Ground Penetrating Radar (GPR) Technician.....	190.00 hour
Pachometer (Magnetic) Rebar Location Technician.....	115.00 hour
Concrete & Asphalt Coring Technician	140.00 hour
Schmidt Hammer Technician	140.00 hour
Windsor Probe Technician.....	140.00 hour
Floor Flatness and Levelness Testing Technician.....	165.00 hour
Concrete Relative Humidity/Moisture Testing Technician	125.00 hour

FEE SCHEDULE – 2026

LABORATORY MATERIALS TESTING:

CONCRETE

Compressive Strength – Concrete	45.00 ea
Compressive Strength – Concrete (cast by others)	55.00 ea
Compressive Strength – Drilled Cores or Sawed Specimens	75.00 ea
Flexural Strength – 6" x 6" Beams	70.00 ea
Air Dry Unit Weight	45.00 ea
Trimming Specimens – Per End (when required)	25.00 ea

MASONRY

Compressive Strength – Mortar, 2" x 4" Cylinder	45.00 ea
Compressive Strength – Grout, 4" x 4" x 8" Prism	45.00 ea
Compressive Strength – Composite Prism	125.00 ea
Compressive Strength – Masonry Units	125.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	180.00 ea
Sieve Analysis, Dry Only	110.00 ea
Sieve Analysis, % Passing #200 Sieve	110.00 ea
Specific Gravity and Absorption – Fine Aggregate	95.00 ea
Specific Gravity and Absorption – Coarse Aggregate	95.00 ea
Uncompacted Voids – Fine Aggregate	185.00 ea
Unit Weight and Voids	60.00 ea
Sand Equivalent	100.00 ea
Moisture Content	60.00 ea
Percent Fracture	100.00 ea
Organic Impurities Test	70.00 ea
Clay Lumps and Friable Particles	100.00 ea
Lightweight Pieces	100.00 ea
Flat/Elongated Particles	100.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	305.00 ea
Maximum Specific Gravity (Rice Density)	120.00 ea
Asphalt Core Density/Thickness	60.00 ea
Asphalt Superpave Test	560.00 ea

FEE SCHEDULE – 2026

SOILS

Sieve Analysis, with Wet Sieve	180.00 ea
Sieve Analysis, % Passing #200 Sieve	110.00 ea
Sieve Analysis w/ Hydrometer	270.00 ea
Moisture Density Relationship (Proctor).....	230.00 ea
Moisture Density Relationship (Proctor) w/ Sieve	290.00 ea
Check Point	90.00 ea
Moisture Content.....	60.00 ea
Atterberg Limits (3 points).....	180.00 ea
Specific Gravity.....	95.00 ea
Consolidation – 5 Loads	390.00 ea
Permeability – Constant Head or Falling Head (each point)	360.00 ea
Organic Content	100.00 ea

MISCELLANEOUS

Compressive Strength – 2" x 2" Cubes (Cementitious Grout).....	40.00 ea
Compressive Strength – 2" x 2" Cubes (Epoxy Grout).....	50.00 ea
Fireproofing Density Test.....	90.00 ea
Floor Moisture/RH Test Kit	75.00 ea
Windsor Probe Pin (Set of 3).....	50.00 ea
Skidmore Usage (Per Use).....	110.00 ea
Dynamic Cone Penetrometer (DCP) Tip.....	35.00 ea
Ultrasonic Flaw Detector Usage (Per Use)	110.00 ea

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day scheduling.
- GeoTest Services, Inc. (GTS) construction inspection services, construction support services, building envelope & specialty services are billed portal to portal. A daily four-hour minimum charge applies to construction inspection services and specialty services per staff member. Same day cancellations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Weekends.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): Charged at 1.5 times the standard rate including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- A trip charge shall be invoiced at the IRS federal rate per map mile from our nearest office – portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2024

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626-696-1901 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
INSURED RMA Group, Inc dba: GeoTest, Inc. GeoTest Services, Inc. 12130 Santa Margarita Court Rancho Cucamonga CA 91730	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 6003745 RMAGROU-01	NAIC # 20443

COVERAGES**CERTIFICATE NUMBER:** 1896486614**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Pollution Liability Claims Made Form			MCH591960456	10/1/2024	10/1/2025	Per Claim/3,000,000 included \$3,000,000/agg lmt

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AM Bests Rating: A/XII or greater. Professional Liability is Errors and Omissions Liability (E&O). Blanket Waiver of Subrogation attached applies as required per written contract. Additional Insured Status is not available on Professional Liability Policy. CANCELLATION: 30 day notice will be sent to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Everett 3200 Cedar Street Everett WA 98201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sandy Peters</i>
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4. fully cooperate with the Insurer or the Insurer's designee in the defense of a **claim**, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the deductible amount when due.

After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

C. The Insured's Rights and Duties in the Event of a Circumstance

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the **Insured** can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**,

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against any person or organization to the extent that the **Named Insured** has, prior to a **wrongful act** or **circumstance**, entered into a written agreement to waive such rights.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.
2. If, after the final adjudication or settlement of a **claim**, there is any dispute concerning tort allegations against the Insurer regarding the handling or settlement of any **claim**, the **Insured** and the Insurer agree to submit such dispute to any form of alternative dispute resolution acceptable to both



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Partners West Coast Insurance Services, LLC 1950 W. Corporate Way #1 Anaheim, CA 92801	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 E-MAIL ADDRESS: WestCerts@acrisure.com	FAX (A/C, No): 925-686-6118
License#: 6009644 RMAGROU-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED R M A Group Inc. dba: GeoTest Services, Inc. 12130 Santa Margarita Ct. Rancho Cucamonga CA 91730	INSURER A: National Union Fire Insurance Company of Pittsburg	19445
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: United States Fire Insurance Company	21113
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 281631572**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	4611548	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	*1337572359*	8/23/2024	8/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1T08164224NF	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	011957521	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes automatic additional insured status, primary and noncontributory, per project aggregate and waiver of subrogation if required by written contract/agreement/permit. The Auto Liability policy includes automatic additional insured status, primary and noncontributory and waiver of subrogation if required by written contract/agreement/permit. The Workers Compensation policy includes waiver of subrogation if required by written contract/agreement/permit.

City of Everett its officers, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

City of Everett
3200 Cedar Street
Everett WA 98201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	RMA Geoscience, Inc.; Geotest Services, Inc; Northwest Geotech, Inc; CSI Services, Inc; A3GEO, Inc; RMA Group Northwest LLC;
Endorsement Effective Date:	08/23/2024

SCHEDULE

A. Broadened Insured Status	N. Audio, Visual, and Data Electronic Equipment
B. Blanket Additional Insured When Required Under Written Contract	O. Loan/Lease Payoff Coverage
C. Employee Hired Autos Liability Coverage	P. Airbag Coverage
D. Employees as Insureds	Q. Multiple Deductible Protection – Covered Auto and Trailer
E. Coverage Extensions – Supplementary Payments	R. Duties in the Event of an Accident, Claim, Suit, or Loss
F. Limited Fellow Employee Coverage	S. Non-Owned Auto Waiver of Subrogation
G. Limited Hired Auto – Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)	T. Blanket Waiver of Subrogation When Required Under Written Contract
H. Custom Signs and Decoration	U. Coverage Territory – Short Term Hired Commercial Autos
I. Extended Towing Coverage	V. Limited Mexico Coverage
J. Glass Breakage	W. Unintentional Failure to Disclose Hazards
K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles	X. Mental Anguish Resulting From Bodily Injury
L. Extra Expense – Stolen Vehicles	Y. Waiver of Sovereign Immunity
M. Personal Effects Coverage	Z. Application of This Endorsement

A. Broadened Insured Status

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision, **A.1.**, does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision, **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
- c. Does not include any newly acquired or formed organization that is:
 - (1) A joint venture or partnership; or
 - (2) An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

B. Blanket Additional Insured When Required Under Written Contract

1. Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

- a. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This additional insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss".

Paragraph **B.1.a.(2)** above does not apply if:

- (a) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

2. Paragraph **B.5.a.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

Other Insurance

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **B.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary.

C. Employee Hired Autos Liability Coverage

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

D. Employees as Insureds

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

E. Coverage Extensions – Supplementary Payments

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** under **Section II – Covered Autos Liability Coverage** are deleted and replaced by the following:

Coverage

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. Limited Fellow Employee Coverage

Paragraph **B.5.** under **Section II – Covered Autos Liability Coverage** is amended by the addition of the following:

Exclusions

5. Fellow Employee

However, this exclusion does not apply if:

- c. The "bodily injury" results from the use of a covered "auto" you own or hire; and
- d. You have Workers' Compensation insurance in force covering all of your "employees".

Such coverage as is afforded by provisions **F.5.c.** and **F.5.d.** above are excess over any other collectible insurance.

G. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)

Paragraph **A.1.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under **Section III – Physical Damage Coverage** of this Coverage Part are extended to "autos" of the private passenger type you or your "employee" hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is the lesser of \$35,000 or the actual cash value or cost to repair or replace;
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less;
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance; and
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired "auto", provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule of any other endorsement, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

H. Custom Signs and Decoration

The following is added to Paragraph **A.1.** under **Section III – Physical Damage Coverage**:

In the event of a total loss to an "auto" insured for Physical Damage Coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

I. Extended Towing Coverage

1. If the named insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **I.**, applies to that covered "auto".

If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension, **I.**, to apply.

2. Paragraph **A.2.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

Towing

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

J. Glass Breakage

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for this coverage.

K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles

1. If the Covered "Auto" has Comprehensive or Specified Causes Of Loss Physical Damage Coverage:

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

Coverage Extensions

a. Transportation Expenses

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration:

- (1) When the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto"; or
- (2) When the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto".

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

2. If the Covered "Auto" has Collision Physical Damage Coverage:

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

L. Extra Expense – Stolen Vehicles

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

M. Personal Effects Coverage

Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended to include the following coverage:

1. Personal Effects Coverage

- a. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto".
- b. Subject to Paragraph **C. Limit Of Insurance** under **Section III – Physical Damage Coverage**, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this coverage, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

N. Audio, Visual, and Data Electronic Equipment

The sub-limit in Paragraph **C.1.b.** of the Limit of Insurance Provision of **Section III – Physical Damage Coverage** is increased to \$1,500.

O. Loan/Lease Payoff Coverage

Paragraph **C. Limit of Insurance** of **Section III – Physical Damage Coverage** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

P. Airbag Coverage

1. If the Named Insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **P.**, applies to that covered "auto".
2. Paragraph **B.3.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

Q. Multiple Deductible Protection – Covered Auto and Trailer

1. If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension, **Q.**, applies to those covered "autos".
2. Paragraph **D. Deductible** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Whenever a covered "auto" and "trailer" are each damaged in the same "loss" while operating as a combined truck and "trailer" unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

- a. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
- b. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

R. Duties in the Event of an Accident, Claim, Suit, or Loss

1. Paragraph **A.2.a.** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a joint venture;
 - d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
 - e. A member, if you are a limited liability company.
2. Paragraph **A.2.b.(2)** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a joint venture;

- d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
- e. A member, if you are a limited liability company.

S. Non-Owned Auto Waiver of Subrogation

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

Loss Conditions

5. Transfer Of Rights Of Recovery Against Others To Us

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

T. Blanket Waiver of Subrogation When Required Under Written Contract

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

Loss Conditions

5. Transfer Of Rights Of Recovery Against Others To Us

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "accident" or "loss"; or
- c. Executed after the "accident" or "loss" if:
 - (1) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
 - (2) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

U. Coverage Territory – Short Term Hired Commercial "Autos"

Paragraph **B.7.b.(5)** under **Section IV – Business Auto Conditions** is deleted and replaced by the following:

General Conditions

7. Policy Period, Coverage Territory

- b. Within the Coverage territory

The coverage territory is:

- (5) Anywhere in the world if a covered "auto" of the private passenger type, commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

V. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

1. Paragraph **B.7.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

Policy Period, Coverage Territory

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. For purposes of this Provision, **V.**, Paragraph **B.5.** under **Section IV – Business Auto Conditions** is deleted and replaced by the following;

Other Insurance

The insurance provided by this Provision, **V.**, will be excess over any other collectible insurance.

3. Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

4. **Additional Exclusions**

The following exclusions are added:

This insurance does not apply:

- a. If the covered "auto" is not principally garaged and principally used in the United States.
- b. To any "insured" who is not a resident of the United States.

W. Unintentional Failure to Disclose Hazards

Paragraph **B. General Conditions** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

X. Mental Anguish Resulting From Bodily Injury

The definition of "bodily injury" under **Section V – Definitions** is deleted and replaced by the following:

"Bodily Injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, "mental anguish" shall mean any type of mental or emotional illness or distress.

Y. Waiver of Sovereign Immunity

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 03/01/2024 forms a part of Policy No. WC 011957521

Issued to RMA GROUP, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

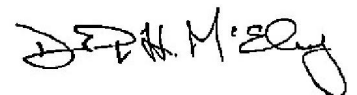
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As where required by written contract prior to loss	As described in written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As where required by written contract prior to loss	As described in written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2024 forms a part of

Policy No. GL 461-15-48 issued to RMA GROUP

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

- | | |
|---|--------------|
| <input checked="" type="checkbox"/> Per Project General Aggregate Limit | \$ 2,000,000 |
| <input type="checkbox"/> Per Location General Aggregate Limit | \$ |
| <input type="checkbox"/> Per Project and Per Location General Aggregate Limit | \$ |

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III – LIMITS OF INSURANCE, is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The General Aggregate Limit is the most we will pay for the sum of :
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the products-completed operations hazard”; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:

- a. Damages under Coverage A;
- b. Damages under Coverage B; and
- c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:

- a. Damages under Coverage A;
- b. Damages under Coverage B; and
- c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

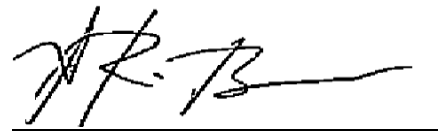
III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$10,000,000
Each Occurrence Limit	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Expense Limit	\$ 25,000
Per Project General Aggregate Limit, Per Location	\$ 2,000,000
General Aggregate Limit or Per	
Project and Per Location General Aggregate Limit	

IV. **SECTION V – DEFINITIONS**, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Krazan & Associates of Washington, Inc
	4303 198th St SW Lynnwood, WA 98036
	Jeff Mercer
City Project Manager	Tom Hood
	City of Everett – Enter PM 's department 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	Inspection and materials testing services on Public Works construction projects
Completion Date	December 31, 2026
Maximum Compensation Amount	\$250,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Dani Schulz
	714-202-0390, 925-934-8500
	CertsDesignPro@AssuredPartners.com, walnutcreekams@heffins.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

KRAZAN & ASSOCIATES OF WASHINGTON, INC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Jeff Mercer

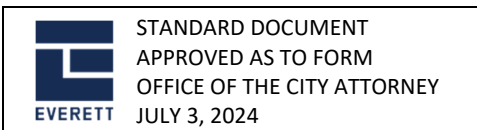
Signer's Email Address: JeffMercer@krazan.com

Title of Signer: Operations Manager

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

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

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

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

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

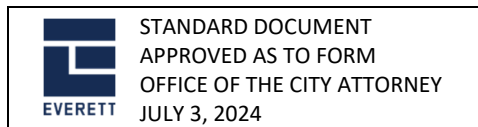


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

The scope of work is to provide Inspection and Materials Testing services on Public Works construction projects at the specific direction of the Public Works Construction Manager, or their designated representative, including an assigned task order.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

Task	Amount Paid on Task Completion
Lab and field testing and inspection	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

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

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

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

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



2025-2026 Fee Schedule

Prepared for: City of Everett

General Fee Schedule for Professional & Technical Services	
Professional	
Principal	\$175.00/hr.
Senior Engineer, Engineering Geologist, Environmental Scientist (P.E., P.E.G., C.H.M.M.)	\$150.00/hr.
Project Engineer, Engineering Geologist, Environmental Scientist (P.E., P.E.G., C.H.M.M.)	\$135.00/hr.
Transportation Construction Quality Assurance Manager (CQAM)	\$175.00/hr.
Transportation Quality Testing Supervisor (QTS), P.E.	\$135.00/hr.
Senior Forensic Consultant	\$170.00/hr.
Senior Materials Analyst	\$135.00/hr.
Project Manager (Professional Services)	\$130.00/hr.
Project Manager	\$0.00/hr.
Licensed Hydrogeologist (L.H.G.)	\$125.00/hr.
Environmental Geologist / Scientist	\$125.00/hr.
Senior Staff Professional	\$100.00/hr.
Staff Professional (engineer/geologist)	\$95.00/hr.
Staff Wetlands Specialist	\$125.00/hr.
Expert Witness Services	
Consultation, Court Prep, Deposition, Testimony – Principal	\$450.00/hr.
Stand-By at Office (Waiting to be called to Court)	By Quote
Technical Staff and Specialty Services	
Geotechnical / Environmental Technician	\$95.00/hr.
Field Geologist (Soil Bearing Verification)	\$95.00/hr.
Transportation Field Tester (Aggregate, Concrete, HMA, Soils)	\$80.00/hr.
Transportation Field Inspector	\$90.00/hr.
Welding Inspector (WABO / ICC Certified)	\$98.00/hr.
Certified Weld Inspection (AWS Certified)	\$98.00/hr.
Concrete Testing (WABO/ICC/ACI)	\$88.00/hr.
Soil and HMA Compaction Testing	\$88.00/hr.
Forensic Technician	\$140.00/hr.
Drafting / CADD	\$88.00/hr.
Coring - Technician and Equipment (Jobsite coring; 2 man crew)	\$200.00/hr.
Floor Flatness (includes equipment)	\$88.00/hr.
Masonry In-Place Shear (Push) Tests	\$140.00/hr.
Plate Bearing Test, (ASTM D1195, D1196)	\$125.00/hr.
Pulse Velocity (ASTM C597, D2845)	\$140.00/hr.
Rebar/Reinforcing Steel Inspection	\$88.00/hr.
GPR for Tendon/Rebar locate	\$200.00/hr.
Sample Pickup (includes aggregate, HMA, and concrete samples)	\$80.00/hr.
Turbidity and Erosion Control Inspection	\$88.00/hr.
Ultrasonic, Magnetic Particle, Dye Penetrant (ASTM E114, E164, E165, E709)	\$98.00/hr.
Windsor Probe (ASTM C803)	\$140.00/hr.
Weld X-Ray (Subcontracted)	By Quote
Administrative	
Administrative Support/Report Preparation	\$0.00/hr.

Geotechnical Services - Subsurface Exploration	
Exploratory Drilling and Sampling	
Drilling (hollow stem auger, w/2 operators)	\$200.00/hr.
Mobile Drill B-40 (truck mounted)	\$200.00/hr.
Mileage (support vehicles)	\$0.75/mi.
Mileage (drill rig)	\$0.90/mi.
Mob/De-mob	By Quote



Laboratory Services

Specialized Services Are Available On Request

Aggregates and Soils

Absorption (ASTM C127, C128; AASHTO T84, T85)	\$125.00 each
Abrasion (L.A. 100 & 500 cycles), (ASTM C131, C535; AASHTO T96)	\$300.00 each
Atterberg Limits (ASTM D4318; ASHTO T89 and T90)	\$150.00 each
Accelerated Expansion (CRD 148)	\$400.00 each
California Bearing Ratio (CBR - includes Proctor) (ASTM D1883; AASHTO T193)	\$600.00 each
Clay Lumps and Friable Particles (ASTM C142)	\$150.00 each
Coal and Lignite (ASTM C123)	\$125.00 each
Consolidation Test (ASTM D2435 test includes 5 loads)	\$600.00 each
Consolidation Additional Loads	\$200.00 each
Degradation of Aggregate (WSDOT T113)	\$250.00 each
Direct Shear Test (ASTM D3080) (Unconsolidated, Undrained, 3 point)	\$350.00 each
Durability Index (ASTM D3744, AASHTO T210)	\$250.00 each
Dust Ratio - After Sieve Analysis (WSDOT 9-00.5)	\$40.00 each
Expansion Index / Swell Test (ASTM D4829)	\$200.00 each
Fertility Analysis (Subcontract)	\$200.00 each
Flat and Elongated Particles, (CRD C-119, WSDOT FOP - ASTM D4791)	\$150.00 each
Fractured Faces (Aggregate/Crushed Stone & HMA Mineral Aggregate) (ASTM D5821, WSDOT/AASHTO T335)	\$100.00 each
Hydrometer Analysis (ASTM D422, AASHTO T88)	\$200.00 each
Light Weight Pieces (ASTM C123)	\$150.00 each
Material Finer than No. 200 Sieve (ASTM C117)	\$80.00 each
Maximum Density - Granular Materials (WSDOT T606)	\$500.00 each
Moisture Content - Aggregates and Soils (ASTM D2216, AASHTO T255, T265)	\$25.00 each
Moisture Content and Dry density (Liner Sample)	\$35.00 each
Modulus of Rupture	\$175.00 each
Modulus of Elasticity	\$200.00 each
Organic Content, Loss by Ignition (ASTM D2974)	\$150.00 each
Organic Content, (Quick Method) Loss by Using Muffle Furnace	\$50.00 each
Organic Impurities (ASTM C40; AASHTO T21)	\$80.00 each
Permeability, Constant Head (ASTM D2434)	\$450.00 each
Permeability Using Flexible Wall Permeameter (ASTM D5084)	\$650.00 each
Permeability Sample Remold	\$75.00 each
Potential Reactivity, Chemical Method 3 Determinations (ASTM C289)	\$1,000.00 each
Potential Reactivity, Mortar Bar Method (ASTM C227)	\$500.00 each
Proctor Value (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	\$250.00 each
Relative Density Max-Min (ASTM D4253)	\$300.00 each
"R" (Resistance) Value (WSDOT 611)	\$200.00 each
"R" (Resistance) Value, Lime Treated or Requiring Recombining of Aggregates	\$350.00 each
Resistivity (Fine Soils)	\$225.00 each
Resistivity (Coarse Soils)	\$500.00 each
Sand Equivalent (Soil/Aggregate/Crushed Stone & HMA Aggregate) (ASTM D2419; AASHTO T176)	\$135.00 each
Saturated/Dry Loose Unit Weight	\$80.00 each



Aggregates and Soils.....Continued

Sieve Analysis (Fine & Coarse Concrete Aggregate, HMA Mineral Aggregate, Soil/Aggregate) (ASTM C136; AASHTO T27)	\$135.00 each
Sieve Analysis - including wash (Fine & Coarse Concrete Aggregate, HMA Mineral Aggregate, Soil/Aggregate) (ASTM C136, C117; AASHTO T11 and T27)	\$135.00 each
Sieve Analysis - Processed (Each Size) (Fine & Coarse Concrete Aggregate, HMA Mineral Aggregate, Soil/Aggregate), ASTM C136	\$135.00 each
Sieve Analysis (Fine & Coarse Concrete Aggregate, HMA Mineral Aggregate, Soil/Aggregate) (ASTM D422 excluding hydrometer)	\$135.00 each
Soft Particles (ASTM C235)	\$90.00 each
Soil Cement Mix Design (ASTM D558, D4832)	\$900.00 each
Soluble Chloride Content	\$50.00 each
Soluble Sulfate Content	\$50.00 each
Soundness Coarse – Sodium or Magnesium Sulfate, 5 cycle (ASTM C88)	\$250.00 each
Soundness Fine – Sodium or Magnesium Sulfate, 5 cycle (ASTM C88)	\$300.00 each
Specific Gravity - Soil (ASTM D854; AASHTO T100)	\$125.00 each
Specific Gravity - Coarse Aggregate (ASTM C127; AASHTO T85)	\$125.00 each
Specific Gravity - Fine Aggregate (ASTM C128; AASHTO T84)	\$150.00 each
Unit Weight per Cubic Foot (ASTM C29)	\$80.00 each
Triaxial Compression Test, (ASTM D2850)	
Unconsolidated, Undrained	\$250.00 each
Consolidated, Undrained	\$375.00 each
Consolidated, Undrained with Pore Pressure	\$900.00 each
Unconfined Compression Test (ASTM D2166; AASHTO T208)	\$125.00 each
Water Absorption (ASTM C127, C128)	\$80.00 each
Weathering (CRD C148)	\$400.00 each
Uncompacted Voids (Fine Aggregate, HMA Mineral Aggregate) (AASHTO T304)	\$125.00 each
Uncompacted Voids (Coarse Aggregate, HMA Mineral Aggregate) (AASHTO TP56)	\$125.00 each
Additional Tests Not Listed	By Quote



Concrete, Shotcrete and Gunitite

Cylinder, Beams & Cores

Concrete Compressive Strength Test, 6" x 12" or 4" x 8" Cylinders, (ASTM C39; WSDOT/AASHTO T22, T106)	\$30.00 each
Concrete Compressive Strength Test - Cores (Does Not Include Special Prep. time) (ASTM C42; AASHTO T24)	\$30.00 each
Core Cutting (In Laboratory)	\$50.00 each
Flexural Strength Beam Test, 6" x 6" Beams, Third -Point Loading (ASTM C78)	\$75.00 each
Flexural Strength Beam Test, 6" x 6" Beams, Center-Point Loading (ASTM C293; WSDOT T802)	\$75.00 each
Splitting Tensile, 6" x 12" Cylinders, ASTM C496	\$110.00 each
Modulus of Elasticity Test - Static, ASTM C469	\$200.00 each
Unit Weight Determination (ASTM C1604; AASHTO T24))	\$50.00 each
Voids and Density of Hardened Concrete (ASTM C642)	\$100.00 each

Shrinkage

Length Change (A Set of 3 Bars, 4 Readings, Up to 90 Days), ASTM C157 Modified	\$250.00/set
Additional Reading, Set of 3 Bars	\$30.00/set
Storage Over 90 days, per set of 3 Bars	\$80.00/month

Mix Design

Aggregate Tests Only, for Concrete Mix Designs; Including Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Weight Per Cubic Foot, Per Aggregate Size	\$750.00 each
Mix Design, Determination of Proportions (Calculation Only)	\$450.00 each
Review of Mix Design Prepared by Others	\$200.00 each
Trial Batch, ASTM C192	\$1,000.00 each
Compatibility (ICBO AC31)	\$700.00 each
Post Crack Integrity (ICBO AC31)	\$700.00 each
Freeze Thaw—300 cycles (ASTM C666)	\$3,000.00 each
Initial Set (ASTM C403)	\$150.00 each

Coring - Shotcrete

Technician and Equipment (Laboratory)	\$90.00/hr.
Shotcrete/Gunitite Test Panels – 4 cores (Laboratory) (ASTM C1604; AASHTO T24)	\$175.00/panel
Bit Charge	\$0.00/in.
Materials and supplies	Cost + 15%

Nozzleman Qualification

Certification of Shotcrete/Gunitite Nozzleman in accordance with ACI 506, administer knowledge test, observe test panel production, coring of test panel, laboratory testing of cores	\$88.00/hr.
ACI Core Grading Report	\$100.00 each



Masonry Materials	
Brick ASTM C67	
Modulus of Rupture (Flexure)	\$200.00 each
Compressive Strength	\$90.00 each
Absorption - 5 Hour or 24 Hour	\$100.00 each
Boil, 1, 2 or 5 Hour	\$150.00 each
Initial Rate of Absorption	\$100.00 each
Efflorescence (set of 3)	\$200.00 each
Dimensions, Overall, Coring, Shell and Web Thickness	\$25.00 each
Coefficient of Friction (Slip Test)	\$100.00 each
Concrete Block ASTM C140	
Moisture Content as Received	\$40.00 each
Absorption, Unit weigh and Moisture	\$100.00 each
Compression	\$100.00 each
Tension	\$130.00 each
Shrinkage, Modified British, ASTM C426	By Quote
Masonry Prisms ASTM C1388	
Compression Test, Grouted Prisms	\$150.00 each
Compression Test, Un-Grouted Prisms	\$125.00 each
Cutting Prisms	By Quote
Mortar & Grout	
Compression, 2" x 4" Mortar Cylinder (ASTM C39)	\$30.00 each
Compression, 3.75" x 7.5" Grout Samples (ASTM C1019)	\$30.00 each
Compression Test, 2" Cubes (ASTM C109)	\$30.00 each
Unreinforced Masonry Building Tests	
In-Place Shear (Push) Tests (ASTM C1531)	\$140.00/hr.
15 Degree Core Shear Tests (ASTM E519)	By Quote
Wall Anchors (ASTM E488)	By Quote
Rhielm Tube Test Kit	\$75.00 each
Rhielm Tube Test	\$70.00/hr.
Coring/Core Compressive Strength	
Technician and Equipment (Laboratory)	\$90.00/hr.
Bit Charge	\$0.00/in.
Materials and supplies	Cost + 15%
Cores, Compression	\$75.00 each
Cores, Shear, 6" and 8" Diameter, 2 Faces	\$100.00/core



Reinforcing and Structural Steel

Reinforcing Steel ASTM A 615

Tensile & Bend Test, No. 11 Bar or Smaller	\$100.00 each
Tensile & Bend Test, No. 12 Bar or Larger	\$150.00 each
Tensile Test, Mechanically Spliced Bar	\$150.00 each
Receive and Distribute Mill Certificates	\$25.00 each

Prestress and Post-tension Tendons (7-Wire Strands) (Attachments To Be Furnished by Client)

Tensile Test and Elongation in 24" for Prestress Strand, ASTM A 416	\$100.00 each
Tensile Test and Elongation in 10" for Prestressing Wire, ASTM A 421	\$100.00 each
Modulus of Elasticity (Pre-stressing Wire)	\$100.00 each

Welded Specimens

Tensile Test, Welded, No. 11 Bar or Smaller	\$100.00 each
Tensile Test, Welded, No. 14 and 18 Bar	\$150.00 each
Tensile Test Welded Coupons (Set of 3, Client Prepared)	\$350.00/set
Bend Test Welded Coupons (Set of 3, Client Prepared)	\$350.00/set
Nick Break, Welded Re-Bar	By Quote

Welder Qualifications/Welding Procedure Specifications:

Prepare Welding Procedure Specification (WPS) in accordance with AWS D1.1	\$300.00 each
Review Welding Procedure Specification (WPS) in accordance with AWS D1.1	\$150.00 each
Witness Welder Qualification Test	\$90.00/hr.

Asphalt Concrete

Asphalt Concrete Mix Design (Super Pave), up to 3 aggregate bins, (WSDOT SOP732, and 731)	\$5,000.00 each
Each additional bin after 3 bins (for Super Pave Mix)	\$1,000.00 each
Asphalt Concrete Mix Design - Marshall Method (ASTM D1559)	\$2,500.00 each
Asphalt Content Of Bituminous Mixtures By Ignition Method (HMA) (ASTM D6307; WSDOT/AASHTO T308)	\$150.00 each
Ignition Furnace Calibration for Asphalt Content (WSDOT SOP728)	\$250.00 each
Aggregate Gradation on Extracted Sample - Including Wash (AASHTO T11 and T27)	\$135.00 each
Extraction/Gradation (AASHTO T308, T11 and T27)	\$350.00 each
Correlation of Nuclear Gage by HMA Cores (WSDOT SOP730)	\$300.00 each
Stability Tests	
Marshall, Pre-Mixed (ASTM D1559)	\$200.00 each
Marshall, Lab-Mixed (ASTM D1559)	\$300.00 each

Molding Specimens and Laboratory Density:

Super Pave, Lab-Compacted 2 Pucks (WSDOT/AASHTO T312)	\$400.00 each
Marshall, Lab-Compacted (ASTM D1559)	\$200.00 each
Maximum Theoretical Density, (Rice) (HMA) (ASTM D2041; WSDOT/AASHTO T209)	\$150.00 each
Asphalt Concrete Density - Lab Compacted or Core (ASTM D2726; WSDOT/AASHTO T166)	\$80.00 each
Density of AC Core or Lab compacted Puck by Paraffin Coating (ASTM D1188; AASHTO T275)	\$100.00 each
Air Void Analysis - Calculations	\$50.00 each



Miscellaneous Materials Tests and Equipment Charges	
Gypsum Roof Fill ASTM C495	
Compression Test	\$25.00 each
Density	\$75.00 each
Fireproofing Tests	
Thickness, Field Sampling by Technician	\$70.00/hr.
Oven Dry Density	\$50.00/sample
Cohesion (ASTM E736)	\$70.00 each
Materials and supplies	Cost + 15%
Equipment	
Air Meter (Concrete) – Pressure	\$0.00/day
Air Meter (Concrete) – Volumetric	\$0.00/day
Calibrated Torque Wrench (max. capacity 200 ft-lb)	\$0.00/day
Calibrated Torque Wrench (capacity exceeding 200 ft-lb)	\$0.00/day
Core Barrel Usage Charge	\$0.00/in.
Ferrosan Unit (Proceq-Handy Search)	\$100.00/day
Mobile Laboratory	By Quote
Mob / De-mob of the Mobile Laboratory	By Quote
Nuclear Density Gauge	\$0.00/day
Pachometer	\$0.00/day
Paint Thickness Gauge (electronic)	\$0.00/day
Per Diem (Outside 50 mi radius of KA office)	\$175.00/day
Proof-load Equipment (testing of anchor bolts, no specialized fixtures)	\$200.00/day
Schmidt Hammer	\$0.00/day
Skidmore-Wilhelm device	\$0.00/day
Ultrasonic Testing Equipment (structural steel inspection)	\$0.00/day
Vehicle Mileage (may be billed as a trip charge at calculated mileage)	\$0.00/mile
Windsor Probes (set of 3)	\$60.00 each
X-Ray Film	By Quote
Specialized equipment for Forensic Investigation services	By Quote



Terms of Payment

Invoices shall be deemed delinquent if not paid within 30 days of the invoice date and will be subject to a late payment charge of 1.5% per month or the maximum percentage allowed by law, whichever is the lesser, on the unpaid balance from the invoice date, including the undisputed portions of invoices with disputed charges, until the same is paid, as liquidated damages for additional credit and collection expenses incurred by Krazan & Associates, Inc.

Basis of Charges

Minimum Charges

Field services performed by our technicians are subject to a **2 hour minimum charge** for each day of service, with services in excess of 2 hours will be billed in one hour increments. Services in excess of 8 hours per day are billed in hourly increments. Field and office based engineering and administrative services have a one-hour minimum charge and are billed in hourly increments. Expert Witness and Deposition services are billed on half- and full day (4 and 8 hour) basis and hourly after 8 hours.

Regular Time Charges

Regular time charges are applicable to services initiated Monday through Friday (excluding holidays), between 7 a.m. and 3:30 p.m. Premium charges are applicable on holidays and weekends.

Night Shift Differential

For services initiated after 3:30 p.m. or before 7:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m. shall be subject to a twenty (20) percent premium above the regular rate.

Time and One-Half Charges

Time and one-half charges will be rendered on Regular Time weekdays for services extending beyond 8 hours and not exceeding 12 hours of total service that day. Services rendered on Saturdays will be charged at one and one-half (1.5) times the Regular Time rate for the first 8 hours.

Double Time Charges

Services rendered on Holidays, Sunday, in excess of 8 hours on Saturday, or in excess of 12 hours on weekdays, will be charged at double the Regular Time rate.

Reimbursable Expenses and Subcontractor Charges

Direct expenses, including but not limited to shipping, overnight or expedited delivery beyond standard postage, photo processing, sublet reproduction, and consumable materials used in field services will be charged to the client at cost plus 20%. Subcontractor, Subconsultant and equipment rental charges, including but not limited to backhoe rental or backhoe services, subcontracted drilling services, concrete pumping services, and subcontracted specialty laboratory testing and inspection services, will be charged to the client at cost plus 20%.

Travel Time and Mileage Charges

Field services are billed based on time charged portal-to-portal from the closest Krazan & Associates' office providing the required services.

Travel and Subsistence

On remote jobs or projects, travel and subsistence, when not furnished, will be charged to the client at cost plus 20%; the minimum per diem rate for subsistence is \$120.00.

Clerical and Engineer Review Charges

All projects will incur clerical preparation and engineering review charges.

Supervisor Charges

Supervisor charges are above and beyond hourly and unit rates quoted for testing and inspection services.

**Cancellation**

All cancellations without a 4 hour notice of cancellation will be subject to 2 hour minimum charges per day cancelled. Notice of cancellation must be received by our office during our office hours of 7:00 am to 5:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

Cost of Services

Unless expressly stated in a project-specific Proposal or Agreement, services are provided on a time-and-expense basis, subject to the Basis of Charges presented above. Where provided, Cost Estimates are provided in good faith based on the scope of work and assumptions outlined in the Proposal. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.

Insurance

Krazan & Associates, Inc. carries in excess of all insurance required by law. Additional costs of extra insurance certificates, co-insurance endorsements or additional insurance will be charged to the client at cost plus 20%.

Prevailing Wage Rates

The rates presented in this Fee Schedule are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply. Our past experience on government funded projects in the Northwest Region (Washington/Oregon/Idaho), including those subject to Davis-Bacon and related Acts (DBRA) wage requirements is that there is no existing determination for the professional services that we provide and that our services are NOT subject to those wage provisions. In the event that you as our client believe we are subject to Prevailing Wage requirements, it is your responsibility to submit a request to the Lead Agency so that they can obtain a determination from the U.S. Secretary of Labor. In the event that a prevailing wage determination is made, and where the determination is made that the combined rate of pay plus fringes exceeds \$22.70 per hour we will need to adjust our billing rate proportionally to reflect the percentage of increase above \$22.70 per hour. In the event that your project is a Prevailing Wage project please notify Krazan & Associates so we can provide you with applicable rates.

Cost-Of-Living Adjustment

The rates presented in this Fee Schedule are applicable only through December 31, 2026. Krazan & Associates should be contacted to obtain rates applicable for your project area and the year in which our services are to be provided. Where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in this fee schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided, but in no case less than 2 percent. For non-prevailing wage projects rates may be fixed for the duration of a project where the duration is one year or less where so specified in a project-specific proposal or rate table; project rates will then be negotiated on an annual basis. Should a DBRA determination be made and where there is an automatic escalation of the rate during the term of the agreement the escalation rate (in percent increase) shall apply to our billing rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	CONTACT NAME: Walnut Creek AMS PHONE (A/C, No, Ext): 925-934-8500 E-MAIL ADDRESS: walnutcreekams@heffins.com FAX (A/C, No): 925-934-8278
INSURED Krazan & Associates of Washington, Inc. 215 West Dakota Avenue Clovis CA 93612	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25674

COVERAGES**CERTIFICATE NUMBER:** 594782051**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6600F55445ATIL23	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8106N8697512343G	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB9H9483652443G	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER CA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employers Liability WA			UB9H9483652443G	1/1/2024	1/1/2025	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All projects/jobs required by contract on file with the insured. City of Everett, its officers, employees and agents are included as an additional insured (and primary) on General Liability policy per the attached endorsement, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER**CANCELLATION**

City of Everett
3101 Cedar Street
Everett, WA 98201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Dani Schulze PHONE (A/C, No, Ext): 714-202-0390 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Krazan & Associates of Washington, Inc. 215 West Dakota Avenue Clovis CA 93612	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 6003745 KRAZ&AS-01	NAIC # 19437

COVERAGES**CERTIFICATE NUMBER:** 134544520**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contractors Pollution Liability		Y	028174909	10/1/2024	10/1/2025	Per Claim/\$2,000,000 Included \$2,000,000/Agg lmt

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Status is not available on Professional Liability Policy.
Re: All Operations of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Everett
3101 Cedar Street
Everett WA 98201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1. If this policy is cancelled or non-renewed by the **Company** or the **First Named Insured**, for reasons other than nonpayment of premium or failure to comply with the terms and conditions of this policy, the **First Named Insured** shall have the option to purchase an Optional Extended Reporting Period.
2. In order to purchase the Optional Extended Reporting Period, the **First Named Insured** must notify the **Company** in writing, within sixty (60) days after the end of the **Policy Period**, of its election of the Optional Extended Reporting Period set forth in Item 7. of the Declarations and include the corresponding additional premium with such written election. Once in place, the Optional Extended Reporting Period cannot be cancelled by the **First Named Insured** or the **Company** and the additional premium shall be fully earned. The Optional Extending Reporting Period must be endorsed onto this policy.
3. The Optional Extended Reporting Period applies to a **Claim** which is first made against the **Insured** during the Optional Extended Reporting Period because of a **Breach of Professional Duty** which first takes place on or after the Retroactive Date shown in Item 6. of the Declarations and prior to the end of the **Policy Period**. Such **Claim** must be reported to the **Company**, as soon as practicable, but no later than (60) days after the end of the Optional Extended Reporting Period. The Optional Extended Reporting Period shall commence at the end of **Policy Period**.
4. If this policy is succeeded by another claims-made professional liability policy, then coverage provided under the Optional Extended Reporting Period shall be excess over such other professional liability policy.
5. The quotation of a different premium, Deductible or Self-Insured Retention, limit(s) of insurance or differing terms and conditions for renewal does not constitute a non-renewal for the purpose of this provision.

The Optional Extended Reporting Period shall not increase, reinstate or renew the Limits of Insurance under this Policy.

N. OTHER INSURANCE

This insurance shall be excess over any other valid insurance, whether collectible or not, and whether provided on a primary, excess, contingent or any other basis, provided that such insurance is not specifically written to be excess over this policy.

O. SOLE AGENT

The **First Named Insured** is the appointed and irrevocable agent for all **Insureds**, including, for the purpose of receipt of any notice of cancellation, notice of nonrenewal (if applicable), negotiation and agreement to any endorsement and the payment or return of any premium under this policy.

P. SUBROGATION

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the **Insured** becomes aware of a circumstance that reasonably could give rise to a **Claim** to prejudice such rights. The **Company** agrees to waive this right of subrogation against the client of the **Insured** to the extent that the **Insured** had, prior to a **Claim**, a written agreement to waive such rights.

Q. SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Materials Testing & Consulting, Inc
	777 Chrysler Drive Burlington, WA 98233
	Raymond McNamara
City Project Manager	Tom Hood
	City of Everett – Enter PM 's department 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	Inspection and materials testing services on Public Works construction projects
Completion Date	December 31, 2026
Maximum Compensation Amount	\$250,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	James Coulson
	303-954-5170
	james.coulson@nfp.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

MATERIALS TESTING & CONSULTING, INC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Raymond McNamara

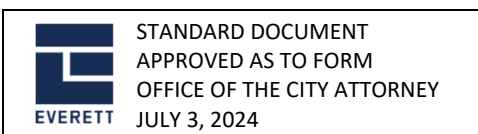
Signer's Email Address: Raymond.McNamara@mtc-inc.net

Date

Title of Signer: President

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

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

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

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

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

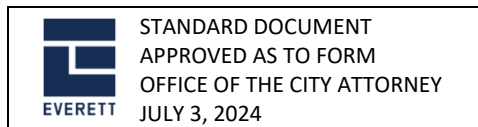


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

The scope of work is to provide Inspection and Materials Testing services on Public Works construction projects at the specific direction of the Public Works Construction Manager, or their designated representative, including an assigned task order.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

Task	Amount Paid on Task Completion
Lab and field testing and inspection	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

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

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

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

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

**Exhibit A - Master Fee Schedule****Client Name - City of Everett Public Works****Rates for Services - 1/1/25 to 12/31/26****Prepared: 9/9/24**

SPECIAL & CONSTRUCTION INSPECTION					
Bill Code	Item	Notes	Unit	Rate	
IPD-S	Soils Field Technician		Hour	\$	80.00
IPD-A	Asphalt Field Technician		Hour	\$	80.00
SAMPU	Earthwork Sample Pick up		Hour	\$	80.00
RC	Reinforced Concrete, Base Plate Grout		Hour	\$	82.00
PT	Prestressed / Post-Tensioned Concrete		Hour	\$	82.00
SC	Shotcrete		Hour	\$	82.00
SM	Structural Masonry		Hour	\$	82.00
FP	Spray Applied Fire Resisitive Materials		Hour	\$	82.00
PA	Proprietary Anchors		Hour	\$	82.00
SUSPCEI	Suspended Ceiling Anchorage		Hour	\$	82.00
EMERBULIGH	90-Minute Emergency Backup Lighting Inspection		Hour	\$	82.00
FAB	Fabrication Shop Inspections		Hour	\$	92.00
SW	Structural Welding		Hour	\$	92.00
SSB	High Strength Bolting		Hour	\$	92.00
SWD	Structural Wood		Hour	\$	92.00
CF	Cold Formed Steel		Hour	\$	92.00
FS	Fire Stopping		Hour	\$	92.00
EIFS	Exterior Installation & Finish System Inspection		Hour	\$	92.00
CWI	AWS-CWI Welding Inspector		Hour	\$	97.00
FRP	Fiber Reinforced Polymer (FRP)		Hour	\$	101.00
AB	Anchor Bolt Pull Testing	One Man Crew	Hour	\$	101.00
NDT	ASNT Certified Non-Destructive Examination - NE	Ultrasonic Testing (UT), Magnetic Particle Testing (MT), Dye Penetrant (PT)	Hour	\$	107.00
BOND	Bond Testing	One Man Crew	Hour	\$	107.00
FF/FL	Floor Flatness	F-Number assessment of flatness and levelness of concrete slabs	Hour	\$	101.00
GPR	Ground Penetrating Radar - GPR	Reinforcing Steel & Tendon Location, Geotechnical & Environmental Site Exploration,	Quoted Per Project		
PACH	Pachometer / Rebar Locate	In situ reinforcement location	Hour	\$	107.00
SCH	Schmidt Hammer	In situ concrete strength measurement	Hour	\$	107.00
LABORATORY TESTING					
Bill Code	Test Description	ASTM	AASHTO	Unit	Rate
WASH	% Passing # 200 Sieve	C117	T11	Each	\$ 84.00
ACCWTH	Accelerated Weathering	CRD C148		Each	\$ 480.00
	Additional Tests Not Listed			Quoted Per Project	
CONCDD	Air Dry Density of Concrete	C567		Each	\$ 60.00
CORESP	Asphalt Core Density	D2726	T166	Each	\$ 78.00
EXT	Asphalt Extraction with Gradation- No calibration charge	D6307	T308	Each	\$ 285.00
CORETH	Asphalt Thickness	D3549		Each	\$ 42.00
ATT1	Atterberg Limits (Plasticity Index) - 1 point	D4318	T89, T90	Each	\$ 90.00
ATT3	Atterberg Limits (Plasticity Index) - 3 points	D4318	T89, T90	Each	\$ 185.00
CBR	California Bearing Ratio 3-point	D1883	T193	Each	\$ 822.00
CLAY	Clay Lumps and Friable Particles, Fine Aggregate	C142	T112	Each	\$ 102.00
	Concrete Compression Strength Test Sawed Section	C42	T24	Each	\$ 84.00
CONC	Concrete Compression Test Cylinders - 4" x 8"	C31, C39	T22, T23	Each	\$ 30.00
CONC	Concrete Compression Test Cylinders - 6" x 12"	C31, C39	T22, T23	Each	\$ 35.00
CBO	Concrete Compression Test Cylinders - not cast by MTC	C31, C39	T22, T23	Each	\$ 40.00
CCT	Concrete Core Compressive Strength Test (includes trimming and testing)			Each	\$ 48.00
CORETH	Concrete Core Thickness	C174, C1542		Each	\$ 54.00
BEAMS	Concrete Flexural Beams	C78	T97	Each	\$ 78.00
SHRINK	Concrete Shrinkage (minimum 3 samples)	C596		Each	\$ 156.00
DEG	Durability Index / Degradation Value	WSDOT T113	T210	Each	\$ 240.00
BOND	Fireproofing Cohesion / Adhesion Tests	E736		Each	\$ 42.00
FPD	Fireproofing Density Test	E605		Each	\$ 84.00
FLAT	Flat/Elongated Particles	D4791		Each	\$ 180.00
FRAC	Fracture Percentage	D5821		Each	\$ 75.00
GROUT	Grout Compressive Strength Test	C1019		Each	\$ 30.00
PGROUT	Auger Cast Pile Grout Strength Test	C109		Each	\$ 30.00
CUBE	Grout Compressive Strength Test - 2x2 Cube	C109		Each	\$ 30.00
HYDRO	Hydrometer Analysis with Sieve Analysis	D422/D7928	T88	Each	\$ 210.00
LA	LA Abrasion	C131, C535	T96	Each	\$ 350.00
STAFLO	Marshall Stability & Flow, 3 specimens	D6926, D6927	T245	Each	\$ 540.00
PRISM	Masonry Prism Compression Test	C1314		Each	\$ 150.00
CMUABSORP	Masonry Unit Absorption, Unit Weight & Moisture Content	C140		Each	\$ 90.00
CMU	Masonry Unit Compression Test	C140		Each	\$ 78.00
MARSH	Mix Design Marshall Method, 3 trials & specimens	D6926, D6927	T245	Each	\$2,400.00

**Exhibit A - Master Fee Schedule****Client Name - City of Everett Public Works****Rates for Services - 1/1/25 to 12/31/26****Prepared: 9/9/24**

PROC	Moisture Density Relationship/Proctor with Sieve	D698, D1557 T99, T180	Each	\$ 310.00
PROCCTB	Moisture Density Relationship/Proctor with Sieve - Cement Treated Base	D698, D1558 T99, T181	Each	\$ 375.00
PROCNS	Moisture Density Relationship/Proctor without Sieve	D698, D1557 T99, T180	Each	\$ 250.00
MOISTURE	Moisture Emission Test Kit - Installation & Retrieval Labor Not Included	F1869	Each	\$ 36.00
MORTAR	Mortar Compressive Strength	C780	Each	\$ 30.00
NMC	Natural Moisture Content	D2216	Each	\$ 24.00
LOI	Organic Content, Loss by Ignition	D2974	Each	\$ 120.00
ORGIMP	Organic Impurities	C40 T21	Each	\$ 78.00
PROBE	Relative Humidity Test Probe Sleeves	F2170	Each	\$ 3.00
RICE	Rice Density	D2041 T209	Each	\$ 110.00
	Sand Cone Density Test	D1556 T191	Each	\$ 42.00
SE	Sand Equivalent	D2419 T176	Each	\$ 120.00
	Scaling Resistance of Concrete	C672	Per Set of 2	\$2,160.00
ST	Set Times, Initial and Final	C403	Each	\$ 240.00
SHOT	Shotcrete Compression Test (1-Panel includes 4-Cores)	C1604	Each	\$ 175.00
SHOT-ADD	Shotcrete Cores - Additional	C1604	Each	\$ 90.00
GRAD	Sieve Analysis – Dry Only/Gradation	C136 T27	Each	\$ 120.00
COMB	Sieve Analysis with #200 Wash/Combined Gradation	C136, C117 T88	Each	\$ 150.00
SCMIX	Soils-Cement Mix Design		Quoted Per Project	
SULFATE	Soundness of Aggregates by Magnesium or Sodium Sulfate - Fine/Course	C88 T104	Each	\$ 420.00
SGC	Specific Gravity and Absorption of Coarse Aggregate	C127 T85	Each	\$ 120.00
SGF	Specific Gravity and Absorption of Fine Aggregate	C128 T84	Each	\$ 150.00
SGS	Specific Gravity of Soils	D854 T100	Each	\$ 126.00
GRYO	Superpave Test Set - Includes Volumetric Properties, Extraction / Gradatio: WSDOT 731		Each	\$ 675.00
	Trial Batch - 6 Cylinders	C192	Quoted Per Project	
	Trimming Cores/Cylinders		Each	\$ 18.00
UVC	Uncompacted Void Content	C1252 T304	Each	\$ 180.00
UNIT	Unit Weight & Voids in Aggregate	C29 T19	Each	\$ 90.00
	Unit Weight and Yield	C138 T121	Each	\$ 60.00
VSC	Visual Classification	D2487	Each	\$ 120.00
VDHCONC	Voids and Density of Hardened Concrete	C642	Each	\$ 126.00
LABORATORY TESTING - Advanced / Secondary Geotechnical Testing				
Bill Code	Item	ASTM	Unit	Rate
	Aggregate Freeze-Thaw Durability	D5312	Each	\$ 2,400.00
	Aggregate Wet-Dry Durability	D5313	Each	\$ 2,400.00
BDSOILS	Bulk Density (Wet / Dry) - Soils - Remolded	D7263, EPA9100, E1109	Each	\$ 66.00
CONSOL	Consolidation, Primary	D2435	Each	\$ 600.00
	Consolidation, Secondary	D2436	Each	\$ 900.00
DIRECTSHEA	Direct Shear, 3 points	D3080	Each	\$ 480.00
POR-EM	Total Porosity - Includes Bulk Density & Specific Gravity of Soils	EM-1110-2-1906	Each	\$ 198.00
	Shelby Tube Extrusion w/ Description		Each	\$ 72.00
PH	Soil pH	D4972	Each	\$ 54.00
RESIST	Soil Resistivity	G187	Each	\$ 102.00
	Turbidity	SM 2130 B	Each	\$ 78.00
	Unit Weight of Soils	D2937	Each	\$ 66.00
	Youngs Modulus of Elasticity		Each	\$ 144.00
GEOTECHNICAL ENGINEERING & ENVIRONMENTAL CONSULTING				
Bill Code	Item	Description	Unit	Rate
CESCL	CESCL- Field Services	Site Turbidity and/or pH Monitoring	Hour	\$ 92.00
LBC	Dynamic Cone Penetrometer Team	Two (2) person crew	Hour	\$ 194.00
POINT	Dynamic Cone Penetrometer	Equipment - Drive Points	Each	\$ 20.00
	Engineering Geologist	WA State Licensed Engineering Geologist	Hour	\$ 158.00
	Environmental Consulting	Data Analysis, Review, Report Production	Hour	\$ 122.00
	Environmental Field Services	Observation/Reconnaissance, Sampling, Docume	Hour	\$ 104.00
GEO-TECH	Field/Staff Geologist	DCP Testing, Exploration Assistance	Hour	\$ 98.00
IN	In-Field Infiltration	P.I.T., Pilot Infiltration Tests	Hour	\$ 110.00
PI	Piling Services	Auger Cast Piles, Driven Piles, Pin Piles, Sheet F	Hour	\$ 116.00
GP	Geopier Installation		Hour	\$ 116.00
HELICPIER	Helical Pier Anchor Inspection		Hour	\$ 116.00
SECANT WAL	Secant Wall Installation Monitoring		Hour	\$ 116.00
SOIL NAIL	Soil Nail Installation Ovbservation		Hour	\$ 116.00
GEO-PE	Professional Engineer	WA State Licensed Engineer	Hour	\$ 194.00
	Project/Exploration Geologist	Geologic Observation, Logging of Explorations	Hour	\$ 104.00
	Seismographs - Vibration Monitoring	Pile driving, construction equipment vibration, structure protection, etc. Daily, weekly, and monthly rates available	Quoted Per Project	
GC	Senior Geologist/Engineer	Geotechnical Consultation, Report Production	Hour	\$ 122.00
	Vibration Monitoring	Advising, Data Evaluation, Reporting	Hour	\$ 122.00



Exhibit A - Master Fee Schedule
Client Name - City of Everett Public Works
Rates for Services - 1/1/25 to 12/31/26
Prepared: 9/9/24

	Vibration Monitoring w/ Seismographs	Setup & Data Collection	Hour	\$ 116.00
PROJECT MANAGEMENT & CONSULTING SERVICES				
Bill Code	Item	Description	Unit	Rate
CONSMAN1	Construction Manager / CQM	NAVFAC Construction Quality Manager,	Hour	\$ 95.00
PM	Project Manager	Meetings, Report Review, Final Letter	Hour	\$ 95.00
GEO-PM	Geotechnical Project Manager		Hour	\$ 95.00
FINAL	Final Letter	Final Completion Letter - Quoted Per Project		\$0-10,000 = \$150
				\$10,000-50,0000 = \$300
				\$50,000-100,000 = \$500
				\$100,000+ = \$1,000
	Technical Director	Forensic & Diagnostic Investigation, Expert Witr	Hour	\$ 125.00
MILEAGE & MISCELLANEOUS				
Bill Code	Item	Description	Unit	Rate
	Third Party Rentals and/or Services		Cost + 15%	
STANDARD TERMS				

1. Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendations contained in the Geotechnical Soils Report. In the event that a test(s) fails to meet the Report's recommendations or if the project conditions differ from the approved project documents made available to MTC at the time of this estimate, the test shall be referred to the Geotechnical Engineer of Record for resolution.
2. All of MTC's services will be provided on a time and materials basis and this estimate does not constitute a guaranteed cost for our services. Actual costs will be based on the contractor, the project schedule, and sequencing. A (3) three-hour minimum charge applies to all work MTC performs and will be billed on a portal to portal basis. A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, as well as for night work (work prior to 6:00AM, and after 6:00PM) and Saturday work. Any work performed on Sundays and legal holidays will be charged a double-time premium of two (2) times the service rate. Night work and weekend work is subject to an (8) eight-hour minimum charge per charge.
3. Client's acceptance of this estimate shall also constitute the Client's agreement to the terms and conditions in MTC's Service Agreement. Both documents will be made available upon Client's request.
4. Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date issued may be assessed a finance charge of one-and-one-half (1½%) percent per month, every month thereafter until the invoice and fees are paid in full. Invoices not paid within sixty (60) days of the date issued may also result in MTC stopping work and processing a lien on the project until such invoices and fee's are paid in full. Invoices not paid within ninety (90) or more days from the date issued may also be referred to a 3rd party for collection. Client will be billed for all expenses incurred by MTC for the collection of unpaid invoice(s) and fees assessed, including administrative and 3rd party collection fees, lien processing fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Additionally, all invoices and fee's must be paid in full before MTC will issue a Final Letter of Compliance and Occupancy for the project.
5. All reports are produced and considered the sole and confidential property of the Client. Authorization for publication of statements or extracts from, or regarding MTC's reports are reserved, pending MTC's written approval. Conversely, MTC will not release a report to any unauthorized entity, with exception for city and county authorities, without client's written consent.



MATETES-01

BRITTANYKOCIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 8777 North Gainey Center Drive Suite 260 Scottsdale, AZ 85258	CONTACT NAME: James Coulson		
	PHONE (A/C, No, Ext): (303) 954-5170	FAX (A/C, No): (303) 951-5060	
	E-MAIL ADDRESS: james.coulson@nfp.com		
INSURED Materials Testing and Consulting Inc. 777 Chrysler Drive Burlington, WA 98233	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Casualty Company of Reading, Pennsylvania		20427
	INSURER B : Valley Forge Insurance Company		20508
	INSURER C : Continental Casualty Company		20443
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6046287574	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							STOP GAP LIABIL \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6046287588	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6046287591	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6046287574 - WA STOP GAP	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Profess Liab.			MCH591911371	7/1/2024	7/1/2025	Claims Made Occ/Agg
C	Crime			596805415	7/1/2024	7/1/2025	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to Policy Terms, Conditions and Exclusions.

City of Everett, its officers, employees and agents are Additional Insured with respects to General Liability per endorsement CNA74858XX (01 15) attached. General Liability coverage is primary & non-contributory per endorsement CNA74858XX (01 15) attached. Waiver of Subrogation applies to General Liability per attached CNA74858XX (01 15) attached.

City of Everett, its officers, employees and agents are Additional Insured with respects to Auto Liability per endorsement CNA74858XX (01 15) attached. Auto SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Everett Attn: Dean Shaughnessy 802 E Mukilteo Blvd Everett, WA 98203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Materials Testing and Consulting Inc. 777 Chrysler Drive Burlington, WA 98233	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Liability coverage is primary & non-contributory per endorsement CNA63359XX (04 12) attached. Waiver of Subrogation applies to Auto Liability per endorsement CNA63359XX 04 12 attached.

Notice of Cancellation applies per endorsement CNA74702XX 01-15 attached.

**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	CITY OF EVERETT
Address:	802 E MUKILTEO BLVD EVERETT WA 98203

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: MATERIALS TESTING AND CONSULTING INC.

Policy No: 6020299057

Endorsement No: 25

Effective Date: 07/01/2019

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50020007460462875749782



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

- B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

- i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;



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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition** is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****17. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Project title: Amendment No. 5 to Professional Services Agreement with Otak, Inc., for Diking Improvement District No. 5 Dike Repairs

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 11/20/24
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

Contact person:

Grant Moen

Phone number:

425-257-8947

Email:

gmoen@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Amendment No. 5 to PSA with Otak, Inc.

Project: Diking Improvement District No. 5 (DID5) Dike Repairs

Partner/Supplier: Otak, Inc.

Location: Smith Island – DID5

Preceding action: Amendment No. 4, [2/7/24](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

This amendment makes no changes to expenditure or budget.

Project summary statement:

Otak Inc. will continue to provide engineering support, as needed, during permitting reviews for the DD5 Dike Repairs project.

This amendment (Amendment No. 5) extends the term of the existing Professional Services Agreement between the City and Otak Inc. to December 31, 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 5 to the Professional Services Agreement with Otak, Inc., for DID5 Dike Repair engineering services to extend the contract completion date.



**AMENDMENT NO. 5
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	Otak, Inc.
City Project Manager	Emily Coba
	ecoba@everettwa.gov
Original Agreement Date	8/15/2016

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A
Standard Amendment Provisions	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.
	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.
	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.

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

OTAK, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Russell Gaston

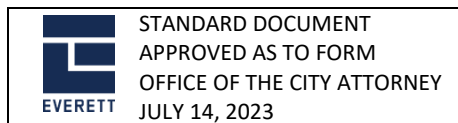
Signer's Email Address: russ.gaston@otak.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



Project title: Adopt a Resolution Declaring a 2003 Ford F350 Flatbed Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Resolution declaring a 2003 Ford F350 Flatbed (V0138) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 401 Utilities

Fiscal summary statement

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

Project summary statement:

The Public Works Department, Utility Division, owns a 2003 Ford F350 Flatbed with an attached small crane (V0138). Based on its age, maintenance cost, and maintenance cost scoring, V0138 is scheduled to be replaced in 2024. V0138 has approximately 137,033 miles and has an estimated surplus value of \$7,000. It was replaced by a 2024 Ford F450 flatbed truck with a gooseneck trailer hitch (J0216) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2003 Ford F350 Flatbed (V0138) surplus and authorizing its sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2003 Ford F350 Flatbed (V0138) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2003 Ford F350 Flatbed (V0138), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2003 Ford F350 Flatbed (V0138);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2006 Chevrolet Express 3500 Cargo Van Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Project: Resolution declaring a 2006 Chevrolet Express 3500 Cargo Van (V0172) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 401 Utilities

Fiscal summary statement

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

Project summary statement:

The Public Works Department, Utility Division, owns a 2006 Chevrolet Express 3500 Cargo Van (V0172). Based on its age, maintenance cost, and maintenance cost scoring, V0172 is scheduled to be replaced in 2024. V0172 has approximately 72,074 miles and has an estimated surplus value of \$7,000. It was replaced by a 2023 Ford Transit Cargo Van (V0379) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2006 Chevrolet Express 3500 Cargo Van (V0172) surplus and authorizing its sale at public auction.

Initialed by:

Department head

Administration

Council President

RESOLUTION NO. _____

A RESOLUTION declaring a 2006 Chevrolet Express 3500 Cargo Van (V0172) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2006 Chevrolet Express 3500 Cargo Van (V0172), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2006 Chevrolet Express 3500 Cargo Van (V0172);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2008 Ford F250 Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Resolution declaring a 2008 Ford F250 (V0214) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 126 Motor Vehicle Replacement

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 126 Motor Vehicle Replacement.

Project summary statement:

The Public Works Department, Streets division owns a 2008 Ford F250 regular cab 4x4 pickup truck (V0214). V0214 has 90,197 miles and is scheduled to be replaced based on age, maintenance cost, and maintenance cost scoring.

V0314 has an estimated surplus value of \$9,500 and has been replaced by a 2024 Dodge Ram 2500 crew cab 4x4 pickup truck (V0382).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2008 Ford F250 surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2008 Ford F250 (V0214) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2008 Ford F250 (V0214), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2008 Ford F250 (V0214);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this ____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2009 Ford E250 Cargo Van surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Project: Resolution declaring a 2009 Ford E250 Cargo Van (V0227) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 401 Utilities

Fiscal summary statement

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

Project summary statement:

The Public Works Department, Utility Division, owns a 2009 Ford E250 Cargo Van (V0227). Based on its age, maintenance cost, and maintenance cost scoring, V0227 is scheduled to be replaced in 2024. V0227 has approximately 65,196 miles and has an estimated surplus value of \$11,400. It was replaced by a 2024 Ford Transit Cargo Van (V0394) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2009 Ford E250 Cargo Van (V0227) surplus and authorizing its sale at public auction.

Initialed by:

Department head

Administration

Council President

RESOLUTION NO. _____

A RESOLUTION declaring a 2009 Ford E250 Cargo Van (V0227) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2009 Ford E250 Cargo Van (V0227), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2009 Ford E250 Cargo Van (V0227);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2013 Ford F250 Service Truck Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Resolution declaring a 2013 Ford F250 Service Truck (V0238) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 401 Utilities

Fiscal summary statement

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

Project summary statement:

The Public Works Department, Utility Division, owns a 2013 Ford F250 Extended Cab 4x4 Service Truck (V0238). Based on its age, maintenance cost, and maintenance cost scoring, V0238 is scheduled to be replaced in 2024. V0238 has approximately 153,970 miles and has an estimated surplus value of \$12,000. It was replaced by a 2024 Ford F350 Service Truck (V0378) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2013 Ford F250 Service Truck (V0238) surplus and authorizing its sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2013 Ford F250 Service Truck (V0238) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2013 Ford F250 Service Truck (V0238), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2013 Ford F250 Service Truck (V0238);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this ____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2017 Eagle Flatbed Trailer With Rodder Unit Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2017 Eagle Flatbed Trailer with Rodder Unit (T0085 & M0051) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 401 Utilities

Fiscal summary statement

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

Project summary statement:

The Public Works Department, Utility Division, owns a 2017 Eagle 7 x14 Flatbed Trailer with an attached 2004 SECA 444 rodder unit (T0085 & M0051). The department no longer needs a rodder fixed on a trailer and it is being replaced based on the normal replacement schedule. T0085 has approximately 9 hours and has an estimated surplus value of \$40,000. It was replaced by a 2024 Takeuchi TB240-CRA mini-excavator (H0088) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2017 Eagle Flatbed Trailer with Rodder Unit (T0085 & M0051) surplus and authorizing its sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2017 Eagle Flatbed Trailer with Rodder Unit (T0085 & M0051) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2017 Eagle Flatbed Trailer With Rodder Unit (T0085 & M0051), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2017 Eagle Flatbed Trailer With Rodder Unit (T0085 & M0051);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Amendment No. 1 to Professional Services Agreement with Osborn Consulting, Inc. for the Water Quality Treatment at 3rd Avenue SE project.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/20/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

PSA Amendment

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 3rd Avenue WQ Treatment

Partner/Supplier : Osborn Consulting, Inc.

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

Preceding action: Ordinance [3876-22](#) (5/25/22)
PSA with Osborn Consulting, Inc. Approved [6/1/2022](#)

Fund: 336 – Utilities Fund, Program 029

Fiscal summary statement:

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

Project summary statement:

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

Osborn Consulting was selected and has completed design. This amendment is to provide construction.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to Professional Services Agreement with Osborn Consulting, Inc. for the Water Quality Treatment at 3rd Avenue SE project for the amount of \$62,640, for a total contract amount of \$258,640.



**AMENDMENT NO. 1
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	Osborn Consulting, Inc.
City Project Manager	Erik Emerson
	EEmerson@everettwa.gov
Original Agreement Date	6/10/2022

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: <i>Enter new Completion Date, if any</i> If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	196,000
	Compensation Added (or Subtracted) by this Amendment	62,640
	Maximum Compensation Amount After this Amendment	258,640

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	Rate Adjustment for 2024 per Exhibit A-2	
Standard Amendment Provisions	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.	
	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.	
	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.	

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

OSBORN CONSULTING, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Robert Parish

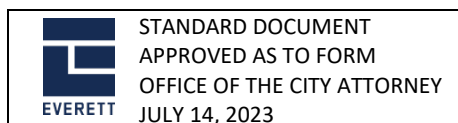
Signer's Email Address: robertp@osbornconsulting.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



**SCOPE OF WORK
AMENDMENT NO. 1**

Project: Water Quality Treatment at 3rd Ave SE	
PRIME Consultant:	Osborn Consulting, Inc.
Contract No.:	

Background

The City of Everett (City) has identified a need to provide water quality treatment for stormwater runoff along 3rd Ave SE, north of South Everett Mall Way. Through partial funding with a Washington Department of Ecology (Ecology) grant, the City would like to provide treatment for approximately 45 acres of existing development that currently has no or outdated water quality treatment.

Osborn Consulting, Inc, (Consultant) has been selected to support the City with the design and development of construction documents for this proposed water quality treatment system on 3rd Ave SE.

This amendment provides additional services for the extension of project administration and design services summarized below. The amendment does not change the construction management and closeout, Task 4, from the original contract.

The scope of work amendment includes the following elements:

Task	Description	Original Contract Fees	Budget Remaining	Amendment 1 Fees	Revised Contract Fees
1	Project Administration	\$16,362	(\$1,715)	\$3,851	\$20,213
2	Cultural and Environmental Reviews, and Permitting	\$13,148	\$2,320	(\$2,320)	\$10,828
3	Preliminary Design and Data Collection	\$69,628	\$11,621	(\$11,621)	\$58,007
4	Design Plans and Specifications	\$66,442	(\$79,739)	\$80,072	\$146,514
5	Construction Management and Closeout	\$11,672	\$11,672	\$0	\$11,672
6	Management Reserve	\$18,749	\$7,350	(\$7,350)	\$11,399
	Total	\$196,000	(\$48,491)	\$ 62,640	\$258,640

Task 1 – Project Administration

Monitoring and communicating the status of the scope, schedule, and budget of this work assignment and providing monthly reporting to the City.

- Project design duration extended 18 months to 29 months (mid-July 2022 through December 2024).
- Project schedule, update to be provided with monthly status reports.
- Issue Log and Risk Register to be provided at each deliverable.
- Bi-weekly check-in (as necessary and determined by City Project Manager prior to each meeting).
- Monthly status reports.

Task 2 – Cultural and Environmental Reviews, and Permitting

No remaining services for this task.

Task 3 – Preliminary Design and Data Collection

No remaining services for this task.

Task 4 – Design Plans and Specifications

The Consultant will develop the selected water quality treatment construction documents consisting of Plan, Specification and Cost Estimate (PSE) through Final (Bid Ready) stages, including Design Report submittals to Ecology. Constructability and Quality Management review will be completed at each stage prior to submittal.

Additional Design Services:

- Custom water quality treatment system design to account for site complexities and shallow conveyance system including walls, pretreatment hydraulics and water quality facility conveyance details.
 - The original contract listed “the water quality treatment will be provided at a single end of pipe solution based on standard propriety systems. A custom treatment facility will not be required.”
- Water quality and pretreatment details added to the plans set for unique design elements.
 - The original contract listed “standard details will be included as an appendix to the specifications.”
- Utility pothole coordination and contracting with vendor.
 - Original contract listed “utility potholed to be provided by the City crews.”
- Additional utility owner coordination including evaluation of relocation options with Snohomish County Public Utility District (SnoPUD) for buried electrical conduits with site visit to review setback distances
 - Original contract included limited utility owner coordination.
- Specifications added to include relocation of water line and hydrant crosses as part of construction improvements
 - Original contract listed “utility relocation design will be completed by the utility owners.”
- Contract special provision updates after 90% submittal per City’s new template files provide in 6/2024.
 - Original contract listed edits to the City’s Special Provisions will be based on WSDOT Standard Specifications, 2021 Edition.
- Design of grading details for three ADA ramps due to drainage improvements impacts require two additional detail sheets
 - Pedestrian improvements were excluded from original contract with total sheets estimated at up to 8 sheets
- Design revision after 90% submittal for one additional ADA sidewalk and ramp layouts, profile revisions for AWWD 30-in water main conflicts, system hydraulic updates, and revised Ecology Report

- Original contract listed “only be minor changes to the project design after the 90% submittal.”
- Revised 100% Design plans was required for modification due to AWWD water main elevations followed by a Bid-Ready submittal review.
 - Original contract only included 50%, 90% and Final Bid-Ready submittals
- Evaluation of existing drainage easement and creation of a temporary and permanent property easement exhibit at water quality facility location.
 - Exhibits for easements were excluded from original contract.
- Evaluated drainage system hydraulics using PCSMMW with custom orifice design for Vortechs systems due shallow conveyance system and limited backwater allowance to upstream flow splitter.
 - Original scope listed “conveyance capacity of proposed pipes and downstream connection pipe will be evaluated using Rational Method and Manning’s flow-flow analysis. Backwater analysis using SWMM will not be required.
- Additional site visits for pothole coordination and design coordination with maintenance crews to review upstream flow splitter and downstream connections
 - Original scope listed “Pothole locations will be incorporated into the plans based on field reference measurements provided by the City.

Task 5 –Construction Support

No change in services from the original contract.

Task 6 – Management Reserve – Contingency Fund

Available management reserve from the original contract applied to budge adjustments.

- \$12,237 was authorized to provide utility potholes through a subconsultant on 10/12/23.

Everett Water Quality at 3rd Ave SE Project
Rates (Effective Jan 1, 2024 - December 31, 2024)

Negotiated Hourly Rates - Fully Burdened

Classification	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate
Principal II			\$ 282.00
Principal I / Sr. Technical Advisor	\$ 224.00	\$ 233.00	\$ 246.00
Sr. Project Manager			\$ 240.00
Project Manager	\$ 199.00	\$ 207.00	\$ 215.00
Senior Landscape Architect	\$ 208.00	\$ 217.00	\$ 217.00
CADD Manager	\$ 155.00	\$ 162.00	\$ 186.00
Senior Engineer	\$ 175.00	\$ 182.00	\$ 195.00
Senior Biologist			\$ 165.00
Project Landscape Architect	\$ 160.00	\$ 167.00	\$ 167.00
Project Engineer	\$ 152.00	\$ 159.00	\$ 171.00
Design Engineer	\$ 123.00	\$ 128.00	\$ 140.00
Landscape Designer	\$ 89.00	\$ 93.00	\$ 110.00
CADD	\$ 119.00	\$ 124.00	\$ 135.00
Graphic Designer	\$ 126.00	\$ 132.00	\$ 135.00
Sr. Administrative			\$ 145.00
Administrative	\$ 113.00	\$ 118.00	\$ 124.00
Accounting / Project Controls	\$ 145.00	\$ 151.00	\$ 155.00



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Everett Smelter Drainage" Fund 336, Program 028, as established by Ordinance No. 3872-22.

Council Bill # *interoffice use*

CB 2411-33

Agenda dates requested:

1 st Reading	11/20/24
Proposed action	12/04/24
Consent	
Action	12/11/24
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Everett Smelter Drainage

Partner/Supplier: WA State Department of Ecology

Location: Riverside Road

Preceding action: [Ordinance No. 3872-22, approved 4/20/22](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3872-22 appropriated \$1,325,000 to Fund 336, Program 028 for the project, which the source of funds included \$1,055,000 in an Ecology grant, and \$270,000 in local funds. Reimbursement revenues received from Ecology include a 44.22% indirect rate on labor costs.

Additional Ecology grant funds totaling \$333,631 were received subsequent to this appropriation, resulting in source of funds totaling \$1,658,631. This ordinance authorizes the use of the additional funds received.

The project was completed with labor, design, and construction costs of \$1,389,139, and a balance transfer to Fund 401 – Water and Sewer Utility in the amount of \$269,492 for total costs of \$1,658,631.

Project summary statement:

The Department of Ecology's Asarco Smelter Cleanup site is located in the Riverside area of the City. To prevent the intrusion of contaminated ground water into City and privately-owned drainage pipes, which would then flow directly into the Snohomish River, this project completed a repair and lined the existing drainage pipes using Cured-In-Place Pipe (CIPP).

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Everett Smelter Drainage" Fund 336, Program 028, as established by Ordinance No. 3872-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Everett Smelter Drainage” Fund 336, Program 028, as established by Ordinance No. 3872-22.

WHEREAS,

- A.** The special improvement project entitled “Everett Smelter Drainage” Fund 336, Program 028, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Everett Smelter Drainage Fund 336, Program 028, as established by Ordinance No. 3872-22 be closed.

Section 2. The final expenses and revenues for the “Everett Smelter Drainage” Fund 336, Program 028 are as follows:

A. Expense

Labor, Design, and Construction	\$1,389,139
Remaining Balance Transfer to Fund 401	<u>269,492</u>
Total Expenses	\$1,658,631

B. Source of Funds

WA State Department of Ecology	\$1,388,631
Fund 401 – Water/Sewer Utility Fund	<u>270,000</u>
Total Funds	\$ 1,658,631

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Grand Avenue Park Pedestrian Bridge" Fund 303, Program 103, as established by Ordinance No. 3696-19.

Council Bill # *interoffice use*

CB 2411-34

Agenda dates requested:

1st Reading 11/20/24

Proposed action 12/04/24

Consent

Action 12/11/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Grand Avenue Park Pedestrian Bridge

Partner/Supplier: Washington State Department of Transportation (WSDOT), Port of Everett

Location: Grand Avenue Park

Preceding action: Ordinance No. [3413-14](#), approved 11/26/14
[Ordinance No. 3556-17](#), approved 7/26/17
[Ordinance No. 3696-19](#), approved 9/11/19

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3696-19 appropriated \$5,856,000 to Fund 303, Program 103 for this project, which the source of funds included \$2,519,000 in a federal grant, \$300,000 from the Port of Everett, and \$3,040,000 in local funds.

Additional federal grant funds totaling \$1,124,000 were received subsequent to this appropriation, resulting in source of funds totaling \$6,980,000. This ordinance authorizes the use of the additional funds received.

The project was completed with design and construction costs of \$7,082,532.

To cover the final cost, this ordinance also authorizes an additional appropriation of \$102,532 from Fund 157 – Traffic Mitigation.

Project summary statement:

This project provided design and construction of a pedestrian bridge between Grand Avenue Park and the Port of Everett waterfront property. This bridge is part of both the City Shoreline Public Access Plan and the 1989 Everett Harborfront Public Access Plan adopted by the City and the Port of Everett.

The construction portion of this project was funded with Federal grant funds and a public access contribution from the Port of Everett.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Grand Avenue Park Pedestrian Bridge" Fund 303, Program 103, as established by Ordinance No. 3696-19.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103, as established by Ordinance No. 3696-19.

WHEREAS,

- A.** The special improvement project entitled “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103, as established by Ordinance No. 3696-19 be closed.

Section 2. The final expenses and revenues for the “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103 are as follows:

A. Expense	
Design and Construction	<u>\$7,082,532</u>
Total Expenses	\$7,082,532
B. Source of Funds	
Federal Grant	\$3,640,000
Port of Everett	300,000
Fund 154 – CIP 3	1,070,000
Fund 157 – Traffic Mitigation	<u>2,072,532</u>
Total Funds	\$7,082,532

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Port Gardner Bay Outfalls Water Quality Treatment Retrofit" Fund 336, Program 019, as established by Ordinance No. 3807-21.

Council Bill # *interoffice use*

CB 2411-35

Agenda dates requested:

1st Reading 11/20/24

Proposed action 12/04/24

Consent

Action 12/11/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Port Gardner Bay Outfalls Water Quality Treatment Retrofit

Partner/Supplier: WA State Department of Ecology

Location: Citywide

Preceding action: [Ordinance No. 3807-21, approved 5/26/21](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3807-21 appropriated \$1,400,000 to Fund 336, Program 019 for this project, which the source of funds included \$837,773 in an Ecology grant, and \$562,227 in local funds.

Additional grant funds totaling \$79,753 were received subsequent to this appropriation, resulting in source of funds totaling \$1,479,753. This ordinance authorizes the use of the additional funds received.

The project was completed with design and construction costs of \$1,729,538.

To cover the final cost, this ordinance also authorizes an additional appropriation of \$249,785 from Fund 401 – Water and Sewer Utility.

Project summary statement:

This project provided design and installation of five Modular Wetland units to treat stormwater runoff along West Marine View Drive prior to being discharged to Port Gardner Bay. The project treated flows going to the following outfalls: Puget Sound Outfall 2, Puget Sound Outfall 3, Puget Sound Outfall 5, Maulsby Outfall, and the Bay Wood Outfall.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Port Gardner Bay Outfalls Water Quality Treatment Retrofit" Fund 336, Program 019, as established by Ordinance No. 3807-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019, as established by Ordinance No. 3807-21.

WHEREAS,

- A.** The special improvement project entitled “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019, as established by Ordinance No. 3807-21 be closed.

Section 2. The final expenses and revenues for the “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019 are as follows:

A. Expense		
Design and Construction		<u>\$1,729,538</u>
Total Expenses		\$1,729,538
B. Source of Funds		
WA State Department of Ecology		\$ 917,526
Fund 401 – Water/Sewer Utility Fund		<u>812,012</u>
Total Funds		\$1,729,538

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "WFP Portal 4 Improvements" Fund 336, Program 018, as established by Ordinance No. 3894-22.

Council Bill # *interoffice use*

CB 2411-36

Agenda dates requested:

1 st Reading	11/20/24
Proposed action	12/04/24
Consent	
Action	12/11/24
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: WFP Portal 4 Improvements

Partner/Supplier:

Location: Water Filter Plant (WFP)

Preceding action: [Ordinance No. 3800-21, approved on 4/14/21](#)
[Ordinance No. 3864-22, approved on 3/2/22](#)
[Ordinance No. 3894-22, approved 8/17/22](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3894-22 appropriated \$7,400,000 in local funds to Fund 336, Program 018 for the project.

This project for design and construction was completed under budget at a cost of \$4,042,288.

Project summary statement:

Portal 4 is a critical piece of potable water infrastructure that serves as the control structure and beginning of water transmission lines 2, 3, and 4. The Portal 4 structure and equipment within it was damaged by years of exposure to chlorine gas.

This project completed repairs and refurbishments of the Portal 4 structure, replacement of electronic and mechanical equipment within the structure, upgrades to electrical and control systems serving the portal, and installation of new valves and valve actuators.

The improvements extended the useful life of the Portal 4 structure, improved Portal 4 operations, and improved the operational capabilities of the transmission lines.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "WFP Portal 4 Improvements" Fund 336, Program 018, as established by Ordinance No. 3894-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “WFP Portal 4 Improvements” Fund 336, Program 019, as established by Ordinance No. 3894-22.

WHEREAS,

- A.** The special improvement project entitled “WFP Portal 4 Improvements” Fund 336, Program 019, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “WFP Portal 4 Improvements” Fund 336, Program 019, as established by Ordinance No. 3894-22 be closed.

Section 2. The final expenses and revenues for the “WFP Portal 4 Improvements” Fund 336, Program 019 are as follows:

A. Expense	
Design and Construction	<u>\$4,042,288</u>
Total Expenses	\$4,042,288
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$4,042,288</u>
Total Funds	\$4,042,288

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "WPCF Bar Screens Upgrades" Fund 336, Program 027, as established by Ordinance No. 3947-23.

Council Bill # *interoffice use*

CB 2411-37

Agenda dates requested:

1 st Reading	11/20/24
Proposed action	12/04/24
Consent	
Action	12/11/24
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: WPCF Bar Screens Upgrades

Partner/Supplier:

Location: Water Pollution Control Facility (WPCF)

Preceding action: [Ordinance No. 3824-21, approved on 10/6/21](#)
[Ordinance No. 3947-23, approved on 4/12/23](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3947-23 appropriated \$3,200,000 in local funds to Fund 336, Program 027 for the project.

This project for design and construction was completed at a cost of \$2,438,369, and a balance transfer to Fund 401 – Water and Sewer Utility in the amount of \$61,631 for total costs of \$2,500,000.

Project summary statement:

At the Water Pollution Control Facility (WPCF), the flow to the trickling filters is a combination of primary clarifier effluent and aerobic lagoon effluent from Aeration Cell 1.

During the review of the WPCF for the 2020 Facilities Plan assessments, the TF/SC bypass structure and trickling filter Influent bar screens were found to be in poor condition and lacking isolation controls. Replacement and improvements were needed to ensure reliable WPCF operations and flow control.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "WPCF Bar Screens Upgrades" Fund 336, Program 027, as established by Ordinance No. 3947-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “WPCF Bar Screens Upgrades” Fund 336, Program 027, as established by Ordinance No. 3947-23.

WHEREAS,

- A.** The special improvement project entitled “WPCF Bar Screens Upgrades” Fund 336, Program 027, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “WPCF Bar Screens Upgrades” Fund 336, Program 027, as established by Ordinance No. 3947-23 be closed.

Section 2. The final expenses and revenues for the “WPCF Bar Screens Upgrades” Fund 336, Program 027 are as follows:

A. Expense	
Design and Construction	\$2,438,369
Remaining Balance Transfer to Fund 401	<u>61,631</u>
Total Expenses	\$2,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$2,500,000</u>
Total Funds	\$2,500,000

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Adopt an Ordinance creating a Special Improvement Project entitled "2025 Federal Overlay" Fund 303, Program 131.

Council Bill # *interoffice use*

CB 2411-38

Agenda dates requested:

1st Reading 11/20/24

Proposed action 12/04/24

Consent

Action 12/11/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

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

Project: 2025 Federal Overlay

Partner/Supplier: Washington State Department of Transportation (WSDOT)

Location: Broadway Avenue - California St. to 18th St.
W. Mukilteo Boulevard - Glenwood Ave. to Dogwood Dr.

Preceding action: None

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

The funding source for this project will be \$696,480 and \$1,079,000, for a total of \$1,775,480, in awarded federal STBG and NHPP grant funding from WSDOT, and \$2,050,000 in local match funds from Fund 119 - Street Improvements Fund. The total programmed available funding for this project is \$3,825,480.

Project summary statement:

This project will overlay the principal arterial of Broadway Avenue from California Street to 18th Street, and W. Mukilteo Boulevard from Glenwood Avenue to Dogwood Avenue.

The roadway pavement is nearing the end of its expected life and needs resurfacing to prevent further roadway deterioration and ensure the safety and functionality of roadways.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "2025 Federal Overlay" Fund 303, Program 131.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “2025 Federal Overlay” Fund 303, Program 131, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned street preservation program.
- B.** The City of Everett has identified the need and obtained funds to construct certain preservation improvements to federal arterial street segments.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 131, entitled “2025 Federal Overlay” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$3,825,480 is hereby appropriated to Fund 303, Program 131, “2025 Federal Overlay” as follows:

A. Estimated Project Costs	\$3,825,480
B. Source of Funds	
Federal Grant – NHPP	\$1,079,000
Federal Grant – STBG	696,480
Fund 119 – Street Improvements	2,050,000
Total Funds	<u>\$3,825,480</u>

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause,

or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



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 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.

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: _____

Project title: An Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4046-24.

Council Bill # *interoffice use*

CB 2411-39

Agenda dates requested:

Briefing 11/20/2024

2nd Reading 12/04/2024

Consent

3rd Reading 12/11/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2024 Budget Amendment #3

Partner/Supplier: NA

Location: NA

Preceding action: Ordinance 4046-24

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2024 Operating Budget, increasing General Government budgeted expenditures by \$650,448 and increasing Non-General Government budgeted expenditures by \$13,112,716, for a total of \$13,763,164.

Project summary statement:

This budget amendment revises the 2024 budget to appropriate funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4046-24.



ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4046-24.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2024 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4046-24 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2024 Budget with a total increased expenditure appropriation of \$13,763,164:

	Beginning Fund balance and 2024 Revenues	Expenditures	Ending Fund Balance
2024 Amended Budget	\$ 779,452,577	\$ 512,103,292	\$ 267,349,285
Budget Amendment #3	10,160,515	13,763,164	(3,602,649)
2024 Amended Budget	\$ 789,613,092	\$ 525,866,456	\$ 263,746,636

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

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

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other

matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-25	Non-Departmental	Amend - Demolition and Abatement	009A		20,000	(20,000)

This amendment adds \$20,000 for demolition and abatement expenditures. The City's Code Compliance division is requesting additional funding to cover increased costs associated with the graffiti abatement program and removal of property-related public health and safety nuisances.

Increase M&O expenditures - Non-Departmental	009	5000038410	20,000	
Decrease ending fund balance - Non-Departmental	009	5980000490		20,000

	Department		Code	Rev	Exp	FB
GGA-26	Engineering	Amend - Traffic Signals and Guardrail Repairs	024A		360,000	
GGA-26	Non-Departmental	Amend - Traffic Signals and Guardrail Repairs	009A			(360,000)

The Engineering and Public Services department is responsible for ensuring the safety of roads within the City and must make necessary repairs to traffic signals and guardrail infrastructure when damaged. These costs are difficult to predict and is contingent on the significance and frequency of accidents. Throughout 2024, the department has made several repairs due to accidents. Repairs include the traffic signal on 16th Street and Broadway, which required an emergency declaration contract and backlogged guardrail repairs. In many of these incidents, the department is unable to seek insurance recoveries and incurs the full cost of repairs. This amendment increases the department's maintenance and operations (M&O) budget to cover the cost associated with the repairs.

Increase M&O expenditures - Engineering and Public Services	024	5115021431480	250,000	
Increase M&O expenditures - Engineering and Public Services	024	5115021432310	45,418	
Increase M&O expenditures - Engineering and Public Services	024	5115021432480	64,582	
Decrease ending fund balance - Non-Departmental	009	5980000490		360,000

	Department		Code	Rev	Exp	FB
GGA-27	Emergency Management	Amend - Emergency Management CERT/SERVE Grant	030A		3,000	
GGA-27	General Fund	Amend - Emergency Management CERT/SERVE Grant	002A	3,000		

The Emergency Management department was awarded a \$3,000 grant from Serve Washington. The grant will fund Community Emergency Response Team (CERT) supplies that will be used for CERT classes and public education. This amendment increases the Emergency Management's maintenance and operations (M&O) budget by \$3,000 to pay for grant-funded expenditures.

Increase M&O expenditures - Emergency Management	030	5600000310	3,000	
Increase grant revenue - General Fund	002	3340690030		3,000

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-28	Emergency Management	Amend - Department of Ecology Grant	030A		49,000	
GGA-28	General Fund	Amend - Department of Ecology Grant	002A	49,000		

The Emergency Management department was awarded \$49,000 from the Washington State Department of Ecology's Spill Prevention, Preparedness, and Response Equipment grant program. Grant funds will be used to purchase a conex box to store equipment, a non-absorbent oil containment boom and accessories to increase the City's ability to respond quickly to a spill, and training costs associated with oil boom deployment. This amendment increases Emergency Management's maintenance and operations (M&O) budget by \$49,000 to pay for these grant-funded expenditures.

Increase M&O expenditures - Emergency Management	030	5600000310	15,600	
Increase M&O expenditures - Emergency Management	030	5600000350	25,400	
Increase M&O expenditures - Emergency Management	030	5600000410	8,000	
Increase grant revenue - General Fund	002	3340310311		49,000

	Department		Code	Rev	Exp	FB
GGA-29	Police	Amend - On Patrol Television Program	031A		22,100	
GGA-29	General Fund	Amend - On Patrol Television Program	002A	22,100		

The Everett Police department contracted with a production company for the "On Patrol: Live" television program. The contract allows for the production company to pay the department an all-inclusive license fee of \$1,700 for overtime expenses each week the department is featured on the show. The production company has paid a total of \$22,100 for all episodes featured through September 2024. This amendment increases the Police department's labor budget by \$22,100 which is funded fully by license fee revenues.

Increase labor expenditures - Police	031	5210000120	22,100	
Increase license fee revenues - General Fund	002	3229000010		22,100

	Department		Code	Rev	Exp	FB
GGA-30	Fire	Amend - Reimbursed Training and Services	032A		30,798	
GGA-30	General Fund	Amend - Reimbursed Training and Services	002A	30,798		

This amendment increases the Fire department's expenditure budget by \$30,798 for the costs associated with (1) participating in training hosted by the Seattle Fire Department and (2) a hazardous material incident at the Port of Everett. The governmental agencies will reimburse the City for these costs.

Increase labor expenditures - Fire	032	5200000120	19,068	
Increase M&O expenditures - Fire	032	5600000480	11,730	
Increase intergovernment revenues - General Fund	002	3422000000		30,798

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-31	Fire	Amend - Fire Vehicle Repairs and Maintenance	032A		62,023	
GGA-31	General Fund	Amend - Fire Vehicle Repairs and Maintenance	002A	7,660		
GGA-31	Non-Departmental	Amend - Fire Vehicle Repairs and Maintenance	009A			(54,363)

This amendment increases the Fire department's maintenance and operations (M&O) budget by \$62,023 due to unanticipated vehicle repairs resulting from collisions. A portion of the cost will be reimbursed through insurance recoveries.

Increase M&O expenditures - Fire	032	5600000480	62,023	
Increase insurance recoveries - General Fund	002	3989500032		7,660
Decrease ending fund balance - Non-Departmental	009	5980000490		54,363

	Department		Code	Rev	Exp	FB
GGA-32	Fire	Amend - Wildland Fire Assistance	032A		135,000	
GGA-32	General Fund	Amend - Wildland Fire Assistance	002A	135,000		

This amendment increases the Fire department's overtime budget by \$135,000 for providing wildland fire assistance across the state. The City will be reimbursed by state and federal agencies for costs associated with the deployment.

Increase labor expenditures - Fire	032	5200000120	135,000	
Increase intergovernmental revenues - General Fund	002	3422132000		135,000

	Department		Code	Rev	Exp	FB
GGA-33	Fire	Amend - Cost Associated with Staff Turnover	032A		231,406	
GGA-33	Non-Departmental	Amend - Cost Associated with Staff Turnover	009A			(231,406)

This amendment increases the Fire department's maintenance and operations (M&O) budget by \$231,406 for costs associated with staff turnover. The department experienced 20 retirements this year, resulting in the need to hire and train almost twice the amount of personnel than anticipated. This request will cover the excess costs associated with hiring, including background checks, job postings and training.

Increase M&O expenditures - Fire	032	5101500410	34,280	
Increase M&O expenditures - Fire	032	5457500445	193,376	
Increase M&O expenditures - Fire	032	5101500494	3,750	
Decrease ending fund balance - Non-Departmental	009	5980000490		231,406

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-34	Library	Amend - Historic Preservation Grant	110A	4,700	4,700	

The Library was awarded \$4,700 from Snohomish County's Historic Preservation grant program. Funds will be used to digitize the collection of local architect, Harold Hall. This amendment increases Library's maintenance and operations (M&O) budget by \$4,700 to pay for grant-funded expenditures.

Increase M&O expenditures - Library	110	5240000310	4,700	
Increase grant revenues - Library	110	3370700110		4,700

	Department		Code	Rev	Exp	FB
GGA-35	IT	Amend - Interfund Labor Reimbursements	015A		36,102	
GGA-35	Non-Departmental	Amend - Interfund Labor Reimbursements	009A			(36,102)
GGA-35	Parks and Community Services	Amend - Interfund Labor Reimbursements	101A	47,214	47,214	

This amendment increases:
Information Technology's budget by \$36,102 to reimburse Water and Sewer Utility Fund 401 for staff time spent working on citywide cybersecurity initiatives
- Parks and Community Services budget by \$47,214 to assist Everett Transit Fund 425 with custodial activities and capital projects due to short staffing

Decrease ending fund balance - Non-Departmental	009	5980000490		36,102
Increase transfers out from Information Technology to Water & Sewer Utility Fund 401	015	5400000550	36,102	
Increase labor expenditures - Parks and Community Services	101	5203000000120	47,214	
Increase interfund revenues - Parks and Community Services	101	36900000010		47,214

	Department		Code	Rev	Exp	FB
GGA-36	Parks and Community Services	Amend - Jetty Island Ferry Service	101A	135,062	135,062	

This amendment increases the Parks and Community Services Fund's budget for the Jetty Island Days program and ferry services. The City obtained lodging tax revenues from both the City of Everett and Snohomish County and entered into a partnership with the Port of Everett to cover most expenditures. The cumulative amount acquired is \$135,062.

Increase intergovernmental revenues - Parks and Community Services	101	3370080103		110,062
Increase transfers in from Lodging Tax Fund 138 to Parks and Community Services	101	3970000138		25,000
Increase M&O expenditure - Parks and Community Services	101	5403000000410	110,062	
Increase M&O expenditure - Parks and Community Services	101	5403000000494	25,000	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-37	Police	Amend - New SBITA Contracts	031A		592,550	
GGA-37	General Fund	Amend - New SBITA Contracts	002A	592,550		

This amendment accounts for new subscription-based information technology arrangements (SBITA) as required by Governmental Accounting Standards Board (GASB) Statement No. 96. This amendment provides the budget authority to meet governmental accounting reporting requirements.

Increase M&O expenditures - Police	031	5400005661	592,550	
Increase other financing sources revenues - General Fund	002	3917000001		592,550

	Department		Code	Rev	Exp	FB
GGA-38	Legal	Amend - Separation Payouts	003A		6,745	
GGA-38	HR	Amend - Separation Payouts	007A		31,902	
GGA-38	Finance	Amend - Separation Payouts	010A		52,045	
GGA-38	IT	Amend - Separation Payouts	015A		48,071	
GGA-38	Police	Amend - Separation Payouts	031A		326,166	
GGA-38	Facilities	Amend - Separation Payouts	038A		221,238	
GGA-38	Non-Departmental	Amend - Separation Payouts	009A			(909,392)
GGA-38	General Fund	Amend - Separation Payouts	002A	(223,225)		
GGA-38	Parks & Community Svcs	Amend - Separation Payouts	101A	142,334	142,334	
GGA-38	Library	Amend - Separation Payouts	110A	80,891	80,891	

City Council approved a Voluntary Separation Incentive Program (VSIP) as a step towards alleviating some of the General Government budget strain with voluntary attrition. This amendment increases departments' labor expenditure budgets for the separation payouts costs associated with the VSIP, layoffs, and retirements. The savings associated with the payouts are reflected in the upcoming years' budgets. The estimated net savings from the Voluntary Separation Incentive Program is \$1,350,000.

Increase labor expenditures - Legal	003	Multiple	6,745	
Increase labor expenditures - HR	007	Multiple	31,902	
Increase labor expenditures - Finance	010	Multiple	52,045	
Increase labor expenditures - IT	015	Multiple	48,071	
Increase labor expenditures - Police	031	Multiple	326,166	
Increase labor expenditures - Facilities	038	Multiple	221,238	
Decrease ending fund balance - Non-Departmental	009	5980000490		686,167
Increase labor expenditures - Park	101	Multiple	142,334	
Increase labor expenditures - Library	110	Multiple	80,891	
Increase property tax distribution - Parks & Community Services	101	3111010010		142,334
Increase property tax distribution - Library	110	3111010000		80,891
Decrease property tax distribution - General Fund	002	3111002000	223,225	
Decrease ending fund balance - Non-Departmental	009	5980000490		223,225

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-39	General Fund	Amend - Revenue impact/Vacancy savings	002A	(2,020,000)		
GGA-39	HR	Amend - Revenue impact/Vacancy savings	007A		(10,000)	
GGA-39	Finance	Amend - Revenue impact/Vacancy savings	010A		(110,000)	
GGA-39	IT	Amend - Revenue impact/Vacancy savings	015A		(180,000)	
GGA-39	Police	Amend - Revenue impact/Vacancy savings	031A		(1,650,000)	
GGA-39	Facilities	Amend - Revenue impact/Vacancy savings	038A		(70,000)	
GGA-39	Parks & Community Svcs	Amend - Revenue impact/Vacancy savings	101A	(120,000)	(120,000)	
GGA-39	Library	Amend - Revenue impact/Vacancy savings	110A	(110,000)	(110,000)	

The 2024 labor strike within the aerospace industry has a significant and negative effect on City resources. This amendment proposes to utilize departments' additional vacancy savings to address the labor strike's effect on the City's business and occupation and sales tax revenues.

Decrease B&O tax revenue - General Fund	002	3161000000	2,000,000	
Decrease sales tax revenue - General Fund	002	3131001000	250,000	
Decrease labor expenditures - HR	007	Multiple		10,000
Decrease labor expenditures - Finance	010	Multiple		110,000
Decrease labor expenditures - IT	015	Multiple		180,000
Decrease labor expenditures - Police	031	Multiple		1,650,000
Decrease labor expenditures - Facilities	038	Multiple		70,000
Decrease labor expenditures - Park	101	Multiple		120,000
Decrease labor expenditures - Library	110	Multiple		110,000
Decrease property tax distribution - Parks & Community Services	101	3111010010	120,000	
Decrease property tax distribution - Library	110	3111010000	110,000	
Increase property tax distribution - General Fund	002	3111002000		230,000

	Department		Code	Rev	Exp	FB
GGA-40	General Fund	Amend - Reallocation of ARPA Funds	002A	262,101		
GGA-40	Non-Departmental	Amend - Reallocation of ARPA Funds	009A			262,101

This amendment reallocates \$262,101 in unspent American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) grant proceeds and interest earnings to the General Fund for reimbursement of 2024 Police and Fire Department labor costs.

Increase transfers in - General Fund from General Govt Special Projects	002	3970000155		262,101
Increase ending fund balance - General Fund	009	5980000490	262,101	

	Department		Code	Rev	Exp	FB
GGA-41	Non-Departmental	Amend - Transfer to COVID Relief Program	009A		262,101	(262,101)

Per GGA-40, American Rescue Plan Act (ARPA) State and Local Fiscal Recovery (SLFRF) will reimburse the General Fund for 2024 Police and Fire department labor costs in the amount of \$262,101. This action also creates capacity in the General Fund to increase resources in the locally-funded COVID Recovery Program in General Government Special Projects Fund 155 by the same amount. This amendment will create the budget authority to move funding from the General Fund to Fund 155 - COVID Recovery Program.

Increase transfers out - General Fund to General Govt Special Projects	009	5000155550	262,101	
Decrease ending fund balance - General Fund	009	5980000490		262,101

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-23	CIP-1	Amend - CIP-1 General Government Capital Projects	162A		310,000	(310,000)
<div> <p>This amendment proposes to increase the CIP 1 expenditure budget for the following project:</p> <ul style="list-style-type: none"> - \$310,000 Municipal Court Security Camera Upgrades as approved by Ordinance 4040-24 </div>						
Decrease ending fund balance - CIP 1			162	5500999490		310,000
Increase transfers out - CIP 1			162	5500000550	310,000	

	Department		Code	Rev	Exp	FB
NGA-24	Vehicle and Equipment Repl.	Amend - Vehicle and Equipment	126A		259,450	(259,450)
<div> <p>This amendment proposes to increase the Motor Vehicle and Equipment Replacement Reserve Fund 126 expenditure budget for the following vehicle and equipment replacements and projects:</p> <ul style="list-style-type: none"> - Streets Vehicle #J0190 was initially ordered in March 2022. However, due to a lack of delivery, the replacement order and upfit was completed in 2024. - Electric vehicle charging station at Forest Park Phase 2 </div>						
Decrease ending fund balance - Vehicle Equipment and Replacement Reserve			126	5980000490		259,450
Increase M&O expenditures - Vehicle Equipment and Replacement Reserve			126	5200120640	195,000	
Increase M&O expenditures - Vehicle Equipment and Replacement Reserve			126	5300000640	64,450	

	Department		Code	Rev	Exp	FB
NGA-25	EMS	Amend - EMS Medical Equipment	153A		186,631	(186,631)
<div> <p>This amendment proposes to increase the Emergency Medical Service Fund 153 expenditure budget to replace medical equipment that has exceeded its useful life, including a new Medical Services Officers vehicle, a training mannequin, new laryngoscopes and ventilators.</p> </div>						
Decrease ending fund balance - EMS			153	5990000490		186,631
Increase M&O expenditures - EMS			153	5400000640	186,631	

	Department		Code	Rev	Exp	FB
NGA-26	EMS	Amend - EMS Paramedic Training	153A		41,666	(41,666)
<div> <p>The Fire Department anticipated and budgeted to promote three employees and send them to Paramedic training school in 2024. However, due to a higher-than-expected number of retirements, the department sent four additional employees. This amendment will cover the excess training costs.</p> </div>						
Decrease ending fund balance - EMS			153	5990000490		41,666
Increase M&O expenditures - EMS			153	5404500445	13,834	
Increase M&O expenditures - EMS			153	5404500450	27,832	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-27	Criminal Justice	Amend - Mental Health and Wellness grant	156A	187,204	187,204	

In October 2024, the Police department was awarded \$187,204 from the Department of Justice COPS FY24 Law Enforcement Mental Health and Wellness grant. These funds are dedicated to providing additional mental health and wellness programs for departmental staff. Additionally, funds will be used for travel expenses for two Police department staff members to attend trainings over the next year for the furtherment of the program.

Increase grant revenue - Criminal Justice	156	3311610119		187,204
Increase M&O expenditures - Criminal Justice	156	5119000310	6,364	
Increase M&O expenditures - Criminal Justice	156	5119000410	173,200	
Increase M&O expenditures - Criminal Justice	156	5119000442	7,640	

	Department		Code	Rev	Exp	FB
NGA-28	Criminal Justice	Amend - Port Security Grant Program	156A	45,289	45,289	

In September 2024, the Police department was awarded \$45,289 from the Federal Emergency Management Agency's (FEMA) FY24 Port Security Grant Program. These funds are dedicated to replace aging electronic equipment aboard our Marine 1 emergency response vessel.

Increase grant revenue - Criminal Justice	156	3319700076		45,289
Increase M&O expenditures - Criminal Justice	156	5760000350	45,289	

	Department		Code	Rev	Exp	FB
NGA-29	GenGov Special Projects	Amend - Association of Washington Cities Grant	155A	56,000	56,000	

The City was awarded \$56,000 from the Association of Washington Cities (AWC) Alternative Response Team Grant (ARTG) Program. Grant funds will support salaries and wages for the Community Support Supervisor. The period of performance for the grant is from 7/1/24 - 6/30/25. Expenses against the grant are limited to labor costs.

Increase grant revenue - General Government Special Projects	155	3370020355		56,000
Increase transfers out - General Government Special Projects	155	5355000550	56,000	

	Department		Code	Rev	Exp	FB
NGA-30	GenGov Special Projects	Amend - Emergency Mobile Opioid Team in Everett	155A		309,360	(309,360)

In July 2024, Council approved the contract with Conquer Addiction, PLLC for the Emergency Mobile Opioid Team in Everett (EMOTE) program. The scope of work includes providing mobile medicine, counseling, and peer support to unsheltered Everett residents using opioids and synthetic narcotics. The contract's period of performance is 5/1/2024 - 12/31/2024.

Decrease ending fund balance - General Government Special Projects	155	5980390999		309,360
Increase M&O expenditures - General Government Special Projects	155	5390000410	309,360	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-31	GenGov Special Projects	Amend - WA HCA Grant	155A	250,000	250,000	

The City was awarded a \$500,000 grant from the Washington State Health Care Authority (HCA) for the Street Medicine Team Pilot Program. This program is a component of the Emergency Mobile Opioid Team in Everett (EMOTE) program referenced in NGA-30. The grant funds will support a portion of labor cost for the Program Manager (\$50,000) and establish a subrecipient relationship with a community partner for the delivery of services to reduce health disparities and to improve health outcomes among the unhoused population (\$450,000). The period of performance for the grant is 7/1/24 - 6/30/25. Funds will be spent in 2024 and 2025 - \$250,000 each year.

Increase grant revenue - General Government Special Projects	155	3340690420		250,000
Increase transfers out - General Government Special Projects	155	5420000550	25,000	
Increase M&O expenditures - General Government Special Projects	155	5420000410	225,000	

	Department		Code	Rev	Exp	FB
NGA-32	GenGov Special Projects	Amend - Snohomish County Interlocal Agreement	155A	2,900,000	2,900,000	

The City accepted a \$4,000,000 Chemical Dependency and Mental Health (CDMH) Interlocal Agreement from Snohomish County. The purpose of this Agreement is to establish a housing facility within the City of Everett to provide short term dwelling for persons who are unhoused, along with coordination and access to substance use and mental health treatment and services. The City will act as a pass-through of funds and provide a forgivable loan of \$2,900,000 in 2024 and a grant of \$1,100,000 in 2025 to the Everett Gospel Mission. The period of performance for the agreement is from 10/24/24 - 12/31/26.

Increase revenue - General Government Special Projects	155	3370070410		2,900,000
Increase M&O expenditures - General Government Special Projects	155	5410000410	2,900,000	

	Department		Code	Rev	Exp	FB
NGA-33	GenGov Special Projects	Amend - SAMHSA grant	155A	975,462	975,462	

The City anticipates accepting a \$4,500,000 of grant from the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA) to offset various expenses related to the City's establishment of an alternative response team. Expenses will include labor costs for staff embedded in the Community Development division and grant-related expenses for office/operating supplies, small tools/equipment, professional service contracts for service delivery, travel, and miscellaneous expenses related to operations needed to execute the award. The period of performance for the grant is from 9/30/24 - 10/1/25. Funds will be spent in 2024 and 2025.

Increase revenue - General Government Special Projects	155	3319300400		975,462
Increase transfers out - General Government Special Projects	155	5400000550	340,690	
Increase M&O expenditures - General Government Special Projects	155	5400000310	131,025	
Increase M&O expenditures - General Government Special Projects	155	5400000350	278,000	
Increase M&O expenditures - General Government Special Projects	155	5400000494	176,560	
Increase transfers out - General Government Special Projects	155	5400000550	49,187	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-34	Criminal Justice	Amend - New SBITA Contracts	156A	1,001,000	1,001,000	

This amendment accounts for new subscription-based information technology arrangements (SBITA) as a result of Governmental Accounting Standards Board (GASB) Statement No. 96. This amendment provides the budget authority to meet governmental accounting reporting requirements.

Increase M&O expenditures - Criminal Justice	156	5300500661	1,001,000	
Increase other financing source revenues - Criminal Justice	156	3917500661		1,001,000

	Department		Code	Rev	Exp	FB
NGA-35	Everett Transit	Amend - Transit Capital Projects and Purchases	425A	5,444,274	6,467,692	(1,023,418)

The 2023 budget for Transit's capital spending was underspent by \$6,467,692. Most of the spending ended up taking place in 2024 but was not budgeted for 2024 at the time of original budget submittal. In addition to the projects that were done in 2024, several refurbished buses were ordered. This budget amendment will acknowledge the capital spending increases from the refurbished buses and the projects from 2023 that were completed in 2024. Most of the cost will be covered by grant funding revenues that were not budgeted for in 2024.

Increase grant revenue - Everett Transit	425	3340311921		856,065
Increase grant revenue - Everett Transit	425	3340000000		4,588,209
Increase M&O expenditures - Everett Transit	425	5135010000640	1,467,438	
Increase M&O expenditures - Everett Transit	425	5135010000650	5,000,254	
Decrease ending fund balance - Everett Transit	425	5999000000490		1,023,418

	Department		Code	Rev	Exp	FB
NGA-36	GenGov Special Projects	Amend - Reallocation of ARPA Funds	155A		122,962	(122,962)

This amendment proposes to reallocate \$262,101 in unspent American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) grant proceeds and interest earnings to the General Fund for reimbursement of 2024 Police and Fire Department labor costs.

Decrease EFG 1 & 2 expenditures - General Government Special Projects	155	Multiple		139,139
Increase transfers out - General Government Special Projects	155	5316116550	262,101	
Decrease ending fund balance - General Government Special Projects	155	5990000310		122,962

2024
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-37	GenGov Special Projects	Amend - Transfer to COVID Recovery Program	155A	262,101		262,101

This amendment proposes to reallocate \$262,101 from the General Fund to the COVID Recovery Program in General Government Special Projects Fund 155.

Increase Transfers In from the General Fund	155	3970325000		262,101
Increase ending fund balance - General Government Special Projects COVID Relief	155	5990000325		262,101

2024 BUDGET ADJUSTMENTS for Budget Amendment # 3

General Government Amendments			Increase/(Decrease)		
Fund	Description	Revenues	Expenditures	Ending Fund Balance	
GGA-25 Non-Departmental	Amend - Demolition and Abatement	-	20,000	(20,000)	
GGA-26 Engineering	Amend - Traffic Signals and Guardrail Repairs	-	360,000	(360,000)	
GGA-27 Emergency Management	Amend - Emergency Management CERT/SERVE Grant	-	3,000	(3,000)	
GGA-27 General Fund	Amend - Emergency Management CERT/SERVE Grant	3,000	-	3,000	
GGA-28 Emergency Management	Amend - Department of Ecology Grant	-	49,000	(49,000)	
GGA-28 General Fund	Amend - Department of Ecology Grant	49,000	-	49,000	
GGA-29 Police	Amend - On Patrol Television Program	-	22,100	(22,100)	
GGA-29 General Fund	Amend - On Patrol Television Program	22,100	-	22,100	
GGA-30 Fire	Amend - Reimbursed Training and Services	-	30,798	(30,798)	
GGA-30 General Fund	Amend - Reimbursed Training and Services	30,798	-	30,798	
GGA-31 Fire	Amend - Fire Vehicle Repairs and Maintenance	-	62,023	(62,023)	
GGA-31 General Fund	Amend - Fire Vehicle Repairs and Maintenance	7,660	-	7,660	
GGA-32 Fire	Amend - Wildland Fire Assistance	-	135,000	(135,000)	
GGA-32 General Fund	Amend - Wildland Fire Assistance	135,000	-	135,000	
GGA-33 Fire	Amend - Cost Associated with Staff Turnover	-	231,406	(231,406)	
GGA-34 Library	Amend - Historic Preservation Grant	4,700	4,700	-	
GGA-35 IT	Amend - Interfund Labor Reimbursements	-	36,102	(36,102)	
GGA-35 Parks and Community Services	Amend - Interfund Labor Reimbursements	47,214	47,214	-	
GGA-36 Parks and Community Services	Amend - Jetty Island Ferry Service	135,062	135,062	-	
GGA-37 Police	Amend - New SBITA Contracts	-	592,550	(592,550)	
GGA-37 General Fund	Amend - New SBITA Contracts	592,550	-	592,550	
GGA-38 Legal	Amend - Separation Payouts	-	6,745	(6,745)	
GGA-38 HR	Amend - Separation Payouts	-	31,902	(31,902)	
GGA-38 Finance	Amend - Separation Payouts	-	52,045	(52,045)	
GGA-38 IT	Amend - Separation Payouts	-	48,071	(48,071)	
GGA-38 Police	Amend - Separation Payouts	-	326,166	(326,166)	
GGA-38 Facilities	Amend - Separation Payouts	-	221,238	(221,238)	
GGA-38 General Fund	Amend - Separation Payouts	(223,225)	-	(223,225)	
GGA-38 Parks & Community Svcs	Amend - Separation Payouts	142,334	142,334	-	
GGA-38 Library	Amend - Separation Payouts	80,891	80,891	-	
GGA-39 General Fund	Amend - Revenue impact/Vacancy savings	(2,020,000)	-	(2,020,000)	
GGA-39 HR	Amend - Revenue impact/Vacancy savings	-	(10,000)	10,000	
GGA-39 Finance	Amend - Revenue impact/Vacancy savings	-	(110,000)	110,000	
GGA-39 IT	Amend - Revenue impact/Vacancy savings	-	(180,000)	180,000	
GGA-39 Police	Amend - Revenue impact/Vacancy savings	-	(1,650,000)	1,650,000	
GGA-39 Facilities	Amend - Revenue impact/Vacancy savings	-	(70,000)	70,000	
GGA-39 Parks & Community Svcs	Amend - Revenue impact/Vacancy savings	(120,000)	(120,000)	-	
GGA-39 Library	Amend - Revenue impact/Vacancy savings	(110,000)	(110,000)	-	
GGA-40 General Fund	Amend - Reallocation of ARPA Funds	262,101	-	262,101	
GGA-41 Non-Departmental	Amend - Transfer to COVID Relief Program	-	262,101	(262,101)	
Total General Government Amendments		\$ (960,815)	\$ 650,448	\$ (1,611,263)	

Non-General Government Amendments			Increase/(Decrease)		
Fund	Description	Revenues	Expenditures	Ending Fund Balance	
NGA-23 CIP-1	Amend - CIP-1 General Government Capital Projects	-	310,000	(310,000)	
NGA-24 Vehicle and Equipment Repl.	Amend - Vehicle and Equipment	-	259,450	(259,450)	
NGA-25 EMS	Amend - EMS Medical Equipment	-	186,631	(186,631)	
NGA-26 EMS	Amend - EMS Paramedic Training	-	41,666	(41,666)	
NGA-27 Criminal Justice	Amend - Mental Health and Wellness grant	187,204	187,204	-	
NGA-28 Criminal Justice	Amend - Port Security Grant Program	45,289	45,289	-	
NGA-29 GenGov Special Projects	Amend - Association of Washington Cities Grant	56,000	56,000	-	
NGA-30 GenGov Special Projects	Amend - Emergency Mobile Opioid Team in Everett	-	309,360	(309,360)	
NGA-31 GenGov Special Projects	Amend - WA HCA Grant	250,000	250,000	-	
NGA-32 GenGov Special Projects	Amend - Snohomish County Interlocal Agreement	2,900,000	2,900,000	-	
NGA-33 GenGov Special Projects	Amend - SAMHSA grant	975,462	975,462	-	
NGA-34 Criminal Justice	Amend - New SBITA Contracts	1,001,000	1,001,000	-	
NGA-35 Everett Transit	Amend - Transit Capital Projects and Purchases	5,444,274	6,467,692	(1,023,418)	
NGA-36 GenGov Special Projects	Amend - Reallocation of ARPA Funds	-	122,962	(122,962)	
NGA-37 GenGov Special Projects	Amend - Transfer to COVID Recovery Program	262,101	-	262,101	
Total Non-General Government Amendments		\$ 11,121,330	\$ 13,112,716	\$ (1,991,386)	

Total General and Non-General Government Amendments		\$ 10,160,515	\$ 13,763,164	\$ (3,602,649)	
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Project title: Authorization of Issuance of a Solicitation for Redevelopment of Property Located at 1301 Lombard

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 11/20/24
Proposed action
Consent
Action 11/20/24
Ordinance
Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Draft Project-Specific Requirements; Draft Property Disposition Agreement

Department(s) involved:

Administration
Legal

Contact person:

Scott Pattison

Phone number:

425-257-7111

Email:

spattison@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: 1301 Lombard Disposition and Sale

Partner/Supplier: N/A

Location: 1301 Lombard

Preceding action: Blight condemnation under RCW 35.80A, approved on [8/2/23](#); Rezone decision on [10/23/2024](#); Resolution [10/30/24](#); Built Environment Committee: 11/13/24

Fund: CIP 4

Fiscal summary statement: Proceeds from a sale would be returned to the CIP 4 fund.

Project summary statement: The City Council adopted Resolution 8089 on October 30, 2024, declaring the property at 1301 Lombard surplus and establishing procedures for its disposition. The next step is issuance of a solicitation (a Request for Qualifications or a Request for Proposals or similar document) to the development community.

The solicitation will include the City's proposed project-specific requirements for the development. A draft of those proposed requirements is provided with this coversheet and are meant to reflect the discussion of the Built Environment Committee on November 13, 2024. The proposed project-specific requirements are intended to provide interested developers with guidance on the City's project goals in developing proposals. A final version of these project-specific requirements will be negotiated with the selected developer. The draft project specific requirements include pre-construction requirements (like keeping the property fenced and clean, etc.), construction requirements (stating what must be built), and post-construction requirements. The proposed construction requirements contain requirements for a 16-townhouse project. However, the draft states that this project is only an example project that meets the City's goals, with developers encouraged to propose variations on those requirements and/or bring forward other "missing middle housing" concepts. It should be noted that some other desirable items, such as a specific construction start date, LEED, and proposed commitments to encourage owner occupancy and first-time homebuyers are also listed in the draft. Because these items may be complex and may be connected to developer's construction financing, the intent is for the City to receive proposals from developers for feasible ways of including these desirable items.

The solicitation will also include a draft Property Disposition Agreement, which is the agreement that will govern the transfer of the property to the selected developer. On November 13, 2024, the Built Environment Committee was provided a draft of the Property Disposition Agreement. Almost all of the Property Disposition Agreement is a generic agreement for sale and transfer of City property. It includes a project covenant, which will be recorded against the property to govern the project. The project covenant is also a generic document, except that it will contain the final project-specific requirements in form negotiated with the selected developer

Recommendation (exact action requested of Council):

Authorize Issuance of a Solicitation for Redevelopment of Property Located at 1301 Lombard.

1301 LOMBARD PROPERTY

PROPOSED PROJECT-SPECIFIC REQUIREMENTS FOR SOLICITATION

[These proposed project-specific requirements are intended to provide interested developers with guidance on the City's project goals. A final version of these project-specific requirements will be negotiated with the selected developer. The final project-specific requirements will then be attached as part of the Project Covenant to govern the project. The Project Covenant is Exhibit C to the Property Disposition Agreement.]

A. Pre-Construction Requirements.

1. Developer will take all necessary actions to secure the Property and prevent unauthorized occupants, including, without limitation, by installing and maintaining perimeter fencing.
2. Developer will maintain the Property in a neat, orderly and clean condition, ensuring that construction debris, litter, and other waste materials are regularly removed and properly disposed of.
3. Developer will maintain grass and landscaping on the Property and in the abutting rights of way in good condition.
4. No construction or installation of temporary or permanent improvements or structures is allowed, except as necessary to construct the Project in accordance with the Construction Requirements.
5. All storage of vehicles, equipment or materials on the Property is prohibited, except as necessary to construct the Project in accordance with the Construction Requirements.
6. Rental, leasing, or any other grant of a right to occupy the Property (or any portion of the Property) is prohibited.

[And other items as may be developed in negotiation with the selected developer.]

B. Construction Requirements.

1. The Project must be a Townhouse project, constructed and legally separated so that individual Townhouse units may be purchased and sold in fee simple.
2. All buildings and structures on the Property must be Townhouses. No other building or structure is allowed.
3. The Project will contain approximately 16 Townhouse units.
4. No portion of the Project may exceed three floors in height. This means the maximum height of any Townhouse on the Property is a ground level floor plus two floors above the ground level floor.
5. The roofs of at least 75% of the Townhouses in the Project must have pitch at 6/12 or greater.

6. All windows on the primary façade shall be double or single hung sash windows. The lower sashes shall be operable.
7. The windows shall be ganged in a group of 3 on the primary façade, the secondary facades may be paired or single windows.
8. The scale of the windows shall be comparable to the existing homes on the street.
9. “Townhouse” has the definition given to it in EMC 19.08.015 or successor code.

* * * *

[The City’s goals for this project include the project providing “missing middle housing.” Construction Requirements 1-9 above collectively represent a Townhouse project concept that likely meets the City’s goals for the project, but is only provided as an example. Developers are encouraged in their proposals to propose adjustments to the Construction Requirements and/or bring their own “missing middle housing” concepts. For example, there may be other appropriate “missing middle housing” types other than Townhouses. The final Construction Requirements will be negotiated with the selected developer. Those final Construction Requirements may also include other items, such as start date and LEED, as may be developed in negotiation with the selected developer.]

C. Post-Construction Requirements

[Items, such as commitments to encourage owner occupancy and first-time homebuyers, as may be developed in negotiation with the selected developer.]



PROPERTY DISPOSITION AGREEMENT

This Property Disposition Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the City of Everett, a Washington municipal corporation (“**Seller**”), and the Purchaser identified below in the Basic Provisions (“**Purchaser**”), (individually a “**Party**” and collectively the “**Parties**”). Seller desires to sell the Property as defined below, Purchaser desires to purchase such Property, and, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. BASIC PROVISIONS. The following definitions and provisions apply and are part of this Agreement:

Purchaser Address	Enter Purchaser name
	Enter Purchaser street address
	Enter Purchaser city, state, zip
Purchaser Email Address	Enter Purchaser email address
Purchase Price	\$enter #
Earnest Money	\$enter # (if “0” or left blank, then there is no earnest money)
Land	Seller owns the land located at 1301 Lombard Ave., Everett, Washington. The legal description of the land is attached as <u>Exhibit A</u> and incorporated herein by this reference. If the parties determine that a drawing of the land is necessary, it will also be included as part of <u>Exhibit A</u> .
Title Company and Escrow Agent	Name and address of title company/escrow agent
Seller Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Everett, WA 98203
Seller Email Address	Email address for notices

Preliminary Title Report	<p>Select One</p> <p>If Preliminary Title Report (the “Commitment”) has already been delivered, enter report information: <i>Enter report date, file number, etc.</i></p>
Survey	<p>Select One</p>
Title Review, Inspection and Closing (must select one and fill it in)	<div data-bbox="456 478 1125 512"> <input type="checkbox"/> <u>Title Review Complete and Inspection Is Waived.</u> </div> <div data-bbox="521 527 1446 940"> <ul style="list-style-type: none"> ➤ Purchaser has completed review of the Commitment and Survey (if any) and has no title objections under Section 7(b) below. Except for exceptions that are liens created by Seller (which Seller hereby agrees to remove prior to Closing under Section 7 below), all exceptions set forth in the Preliminary Title Report and Survey are Permitted Exceptions. ➤ Purchaser waives inspection. Purchaser has already completed all inspections, if any, that Purchaser deems necessary. ➤ The Closing Date shall be no later than <i>number of days</i> after the Effective Date of this Agreement, unless the Seller’s Real Property Manager and an authorized representative of Purchaser agree in writing to a later date. </div> <div data-bbox="456 955 1284 989"> <input type="checkbox"/> <u>Title Review Complete but Inspection Period Is Still Required.</u> </div> <div data-bbox="521 1003 1446 1514"> <ul style="list-style-type: none"> ➤ Purchaser has completed review of the Preliminary Title Report and Survey (if any) and has no title objections under Section 7(b) below. Except for exceptions that are liens created by Seller (which Seller hereby agrees to remove prior to Closing under Section 7 below), all exceptions set forth in the Preliminary Title Report and Survey are Permitted Exceptions. ➤ The Inspection Period begins on the Effective Date and ends <i>number of days</i> calendar days after the Effective Date, unless the Seller’s Real Property Manager and an authorized representative of Purchaser agree in writing to a later date. ➤ The Closing Date shall be no later than <i>number of days</i> calendar days after the date Purchaser’s Inspection condition under Section 6 is waived or deemed to be waived, unless the Seller’s Real Property Manager and an authorized representative of Purchaser agree in writing to a later date. </div> <div data-bbox="456 1528 1252 1562"> <input type="checkbox"/> <u>Title Review and Inspection Period Are Both Still Required.</u> </div> <div data-bbox="521 1577 1446 1818"> <ul style="list-style-type: none"> ➤ The Inspection Period begins on the Effective Date and ends <i>number of days (must be 30 or more)</i> calendar days after the Effective Date, unless the Seller’s Real Property Manager and an authorized representative of Purchaser agree in writing to a later date. ➤ The Closing Date shall be no later than <i>number of days</i> calendar days after the date Purchaser’s Inspection condition under Section 6 is waived or deemed to be waived, unless the Seller’s Real Property </div>

	<p>Manager and an authorized representative of Purchaser agree in writing to a later date.</p>
<p>City Council Approval (must select one)</p>	<p><input type="checkbox"/> The Everett City Council has already approved this Agreement and authorized the sale and conveyance of the Property.</p> <p><input type="checkbox"/> Everett City Council action has not yet occurred. This Agreement terminates if the Everett City Council has not by the Closing Date approved this Agreement and authorized the sale and conveyance of the Property. If such approval and authorization for any reason does not occur by the Closing Date, then this Agreement shall terminate, the Earnest Money shall be returned to Purchaser upon demand, and Seller and Purchaser shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination.</p>
<p>Seller's Broker</p>	<p>Seller's Broker is Enter broker information or "none"</p> <p>Seller is solely responsible for payment of Seller's Broker's fees and commissions, which will be in accordance with separate agreement between Seller and Seller's Broker.</p>
<p>Purchaser's Broker</p>	<p>Purchaser's Broker is Enter broker information or "none" .</p> <p>If there is a Purchaser's Broker, select and fill-in one option below:</p> <p><input type="checkbox"/> Purchaser is solely responsible for payment of Purchaser's Broker's fees and commissions, which will be in accordance with separate agreement between Purchaser and Purchaser's Broker.</p> <p><input type="checkbox"/> If the transaction hereunder closes, Seller at Closing will pay Purchaser's Broker a commission equal to Enter number % of the Purchase Price.</p>
<p>Additional Provisions</p>	<p>At Closing, a construction and use restriction covenant in the form attached hereto as <u>Exhibit C</u> (the "Project Covenant") executed by Purchaser and Seller will be recorded against the Property. The Project Covenant will be recorded immediately after the Deed without any intervening document. Purchaser acknowledges that the Project Covenant will be recorded prior to any Purchaser financing and that the City will not subordinate the Project Covenant to any Purchaser financing. The following is added as a Seller closing delivery under Section 5(b) below:</p> <p><u>Project Covenant.</u> The Project Covenant, in the form attached hereto as <u>Exhibit C</u>, duly executed and acknowledged by Seller.</p> <p>The following is added as a Purchaser closing delivery under Section 5(c) below:</p> <p><u>Project Covenant.</u> The Project Covenant, in the form attached hereto as <u>Exhibit C</u>, duly executed and acknowledged by Purchaser.</p>

2. PROPERTY. For the consideration and upon and subject to the terms, provisions and conditions in this Agreement, Seller shall sell and convey to Purchaser, and Purchaser shall buy from Seller, the land located at and commonly known as described in the Basic Provisions, legally described on Exhibit A attached hereto (the “**Land**”), together with all of Seller’s right, title and interest in (a) all structures, fixtures, buildings and improvements situated on the Land (collectively, the “**Improvements**”), and (b) any and all assignable rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Land and the Improvements, including, without limitation, all assignable existing development rights, permits, applications and licenses appurtenant to or used in connection with the Land and Improvements (collectively, the “**Property**”).

3. PURCHASE PRICE. Purchaser shall pay and Seller shall accept a total purchase price for the Property in the amount stated in the Basic Provisions (the “**Purchase Price**”), payable in cash or other immediately available funds at Closing.

4. EARNEST MONEY. Within two (2) Business Days after the Effective Date, Purchaser will deliver to the Title Company identified in the Basic Provisions (the “**Title Company**”), as escrow agent, an amount equal to the Earnest Money stated in the Basic Provisions as earnest money (the “**Earnest Money**”), which the Title Company will deposit and hold in an interest-bearing account. If (A) Purchaser does not timely deliver the Earnest Money as provided in this Section 4 or (B) unless otherwise provided in the Basic Provisions, the Title Company is unable to immediately cash the check representing the Earnest Money and obtain the proceeds thereof, then this Agreement shall be null and void, and neither party shall have any right or obligation hereunder. If the transaction contemplated by this Agreement is closed, then the Earnest Money will be applied toward payment of the Purchase Price to be paid at Closing. If the transaction is not closed, then the Title Company will disburse the Earnest Money in accordance with the provisions of this Agreement.

5. CLOSING.

(a) **Time and Place.** Subject to the conditions in Section 8 and Section 9, the consummation of the purchase and sale of the Property in accordance with this Agreement (the “**Closing**”) shall occur on a date agreed to by Seller and Purchaser which shall be no later than the date as set forth in the Basic Provisions, unless the Seller’s Real Property Manager and an authorized representative of Purchaser agree in writing to a later date (the “**Closing Date**”). If Closing does not occur on or before such date through no fault or breach of this Agreement by Seller or Purchaser, and Seller’s Real Property Manager and Purchaser do not otherwise agree in writing to extend the Closing Date, then this Agreement shall automatically terminate, the Earnest Money shall be returned to Purchaser upon demand, and Seller and Purchaser shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination.

(b) **Seller’s Closing Deliveries.** At the Closing, Seller will deliver or cause to be delivered to the escrow at the Title Company the following:

1. **Deed.** A Bargain and Sale Deed (the “**Deed**”), in the form attached hereto as Exhibit B, duly executed and acknowledged by Seller, conveying title in fee simple to

the Land and Improvements, free and clear of any and all liens, encumbrances, easements and assessments, created by, through or under Seller, except for Permitted Exceptions (defined below) and any others approved by Purchaser in writing.

2. **Possession.** Possession of the Property, subject only to the Permitted Exceptions.

3. **Non-foreign Affidavit.** A non-foreign affidavit, duly executed by Seller.

4. **Authority.** Evidence reasonably acceptable to the Title Company of Seller's capacity and authority for the closing of this transaction.

5. **Other Documents.** Any other documents that may be reasonably required by the Title Company to close this transaction, duly executed (provided however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

(c) **Purchaser's Closing Deliveries.** At the Closing, Purchaser will deliver or cause to be delivered to the escrow at the Title Company the following:

1. **Purchase Price.** The Purchase Price (reduced by the amount, if any, of the Earnest Money applied for that purpose).

2. **Authority.** Evidence reasonably acceptable to the Title Company of Purchaser's capacity and authority for the closing of this transaction.

3. **Other Documents.** Any other documents that may be reasonably required by Seller or the Title Company to close this transaction, duly executed (provided however, no such additional document shall expand any obligation, covenant, representation or warranty of Purchaser or result in any new or additional obligation, covenant, representation or warranty of Purchaser under this Agreement beyond those expressly set forth in this Agreement).

(d) **Expenses of Closing.** Seller shall pay the real estate excise tax related to the transfer of the Property (if any), one half of any escrow fees and costs, and that portion of the premiums, costs and fees related to the standard coverage portion of the Title Policy, and any other expenses stipulated to be paid by Seller under other provisions of this Agreement. Purchaser shall pay any sales or use tax related to the transfer of the Personal Property, one half of any escrow fees and costs, if Purchaser desires an extended coverage owner's policy of title insurance, that portion of the premiums, costs and fees related to the extended coverage portion of the Title Policy, including, without limitation, any required survey, all recording fees, the cost and fees for all endorsements to the Title Policy requested by Purchaser, the costs of any lenders policies and endorsements thereto, recording fees, and any other expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

(e) **Prorations.** At Closing, all real estate, personal property and ad valorem taxes, assessments and bonds ("***Taxes***") payable with respect to the Property shall be prorated between Seller and Purchaser as of the Closing Date for the year in which the Closing is held on the basis of the statements for such amounts for such year. If statements for the current year are not available as of the Closing Date, the proration between Seller and Purchaser shall be made on the basis of the amounts due for the immediately prior year and shall be subject to adjustment outside of escrow after the Closing within sixty (60) days after the bills for the applicable period are received. Buyer shall be solely responsible for any rollback taxes that become due and payable as a result of this transaction. The provisions of this Section 5(e) shall survive Closing.

6. Due Diligence and Inspection.

(a) **Inspection.** Subject to the terms and conditions of this Section 6, Purchaser may conduct an acquisition due diligence investigation of the Property (the "***Inspection***"), including a physical inspection of the Property to determine the condition of the Property including the existence of any environmental hazards or conditions during the period commencing on the Effective Date and ending as set forth in the Basic Provisions (the "***Inspection Period***") unless the Seller's Real Property Manager and an authorized representative of Purchaser agree in writing to a later date. The Inspection shall be conducted at Purchaser's sole cost and expense. During the Inspection Period, subject to the limits set forth in this Section 6, Seller shall provide Purchaser with full access to the Property. With Seller's permission, after Seller has received advance notice sufficient to permit it to schedule Purchaser's examination of the Property in an orderly manner, Purchaser or its agents or contractors may enter upon the Property for purposes of analysis or other tests and inspections deemed necessary by Purchaser for the Inspection; provided, however, Purchaser is not permitted to perform any intrusive testing, including, without limitation, a Phase II environmental assessment or boring, without (i) submitting to Seller the scope and inspections for the testing, and (ii) obtaining the prior written consent of Seller which may be withheld in Seller's sole and absolute discretion. Seller may have a representative present at any inspection or testing made by Purchaser on the Property. Purchaser shall not alter the physical condition of the Property without notifying Seller of its requested tests, and obtaining the prior written consent of Seller to any physical alteration of the Property, which may be withheld in Seller's sole and absolute discretion. Purchaser will exercise its best efforts to conduct or cause to be conducted all inspections and tests in a manner and at times that will not unreasonably interfere with Seller's use and occupancy of the Property. Purchaser shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Purchaser, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the inspections or tests. Unless otherwise agreed in writing by the Seller's Real Property Manager in writing, prior to the date that Purchaser or its agents or contractors first enter the Property, Purchaser and Purchaser's agents and contractors shall procure and maintain throughout the term of this Agreement, commercial general liability insurance, including direct contractual and contingent liability, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Seller shall be included as an additional insured(s) under the required commercial general liability coverage. In addition, this insurance must include: (i) personal injury

liability with employee and contractual exclusions removed; and (ii) a waiver of subrogation in favor of Seller without exception for the negligence of any additional insured. Unless otherwise agreed in writing by the Seller's Real Property Manager in writing, neither Purchaser nor Purchaser's agents or contractors will be permitted to come onto the Property unless and until Purchaser has provided to Seller copies of the insurance policy or policies of Purchaser and Purchaser's agents and contractors evidencing this coverage, the additional insured status of Seller, and the waiver of subrogation. PURCHASER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS), ACTIONS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THE INSPECTION PERFORMED BY PURCHASER, ITS AGENTS, LENDERS, CONTRACTORS, AND/OR EMPLOYEES. Purchaser further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Purchaser, its agents, lenders, contractors, and/or employees arising out of the Inspection or use in any manner of the Property.

(b) **Termination.** If Purchaser determines, in its sole judgment, that the Property is not suitable for any reason for Purchaser's intended use or purpose, or is not in satisfactory condition, then Purchaser may terminate this Agreement by written notice to Seller before the expiration of the Inspection Period, in which case this Agreement shall terminate, the Earnest Money shall be returned to Purchaser upon demand, and Seller and Purchaser shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination. If this Agreement is not terminated by Purchaser in writing on or before the expiration of the Inspection Period, the Inspection condition and any objections regarding the Inspection shall be deemed to have been waived by Purchaser for all purposes, and the Earnest Money shall become non-refundable.

(c) **Waiver of Inspection.** If Purchaser has waived inspection in the Basic Provisions, then such waiver means that the Inspection Period is deemed to have expired on the Effective Date, and the Earnest Money is non-refundable as of the Effective Date.

(d) **Survival.** The provisions of this Section 6 shall survive the Closing or any termination of this Agreement and are not subject to any liquidated damage limitation on remedies, notwithstanding anything to the contrary in this Agreement.

7. Title Approval.

(a) **Commitment; Survey.** Seller will use reasonable diligence to cause to be delivered to Purchaser within ten (10) Business Days after the Effective Date: (i) unless the Basic Provisions state otherwise, a Preliminary Title Report with copies of all recorded instruments affecting the Property and recited as exceptions in the Preliminary Title Report (collectively, the "***Commitment***") and (ii) unless the Basic Provisions state otherwise, a copy of the most recent survey of the Property in Seller's possession, if any (the "***Survey***"). If Purchaser or the Title Company requires a new survey for any reason, then Purchaser, at Purchaser's cost, shall obtain a new survey ("***New Survey***") of the Property made on the ground by a registered professional land surveyor, reasonably acceptable to Seller, that conforms to the requirements of an ALTA/ACSM minimum standard detail survey and shall provide a copy of the New Survey to Seller.

(b) **Objections.** Unless the Basic Provisions state otherwise: If Purchaser has an objection to items disclosed in the Commitment or Survey, then Purchaser must give Seller written notice of its objections within ten (10) days after receipt of the latter of the Commitment and Survey, but in any event not later than twenty (20) days before the expiration of the Inspection Period. Any exception to title identified in the Commitment or Survey not objected to by Purchaser in the manner and within the time period specified in this Section 7(b) shall be deemed accepted by Purchaser. If Purchaser gives timely written notice of its objections, then Seller shall notify Purchaser in writing within ten (10) days after receipt of Purchaser's notice whether Seller elects to remove or to cause the Title Company to insure against the same. Seller's failure to deliver such written notice shall constitute Seller's election not to cure Purchaser's title objections. Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing its efforts other than to remove at Closing liens of an ascertainable amount created by Seller. If within such ten-day period, Seller elects not to cure any of Purchaser's title objections, other than such liens, then, within five (5) days after such ten-day period, but in any event on or before expiration of the Inspection Period, Purchaser shall elect, as its sole and exclusive remedy to either: (i) terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser, upon demand and Seller and Purchaser shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination; or (ii) waive the unsatisfied objection(s) (which shall thereupon become a Permitted Exception) and proceed to Closing. Purchaser's failure to give such notice of termination on or before such date shall constitute Purchaser's waiver of any title objections that Seller is unwilling to cure, and such title objections shall be deemed Permitted Exceptions, and Closing shall occur as provided in this Agreement without any reduction of or credit against the Purchase Price.

(c) **Permitted Exceptions.** The phrase "***Permitted Exceptions***" means those exceptions to title set forth in the Commitment or Survey and that have been accepted or deemed accepted by Purchaser under this Section 7 or the Basic Provisions. The failure of Seller to deliver a Commitment or a Survey satisfying the requirements of this Section 7 will not under any circumstances extend the period for review of the Commitment or Survey beyond the Inspection Period, and Purchaser's sole and exclusive remedy for Seller's failure, if any, shall be to terminate this Agreement before the expiration of the Inspection Period in accordance with the provisions of this Agreement. If Purchaser obtains a New Survey and the New Survey shows exceptions not previously shown on the Survey ("***New Exceptions***"), Purchaser may object to any New Exceptions in accordance with the mechanism contained in this Section 7; provided Purchaser may not object to any New Exceptions after the Inspection Period. If Purchaser fails to timely object to a New Exception, the New Exception shall constitute a Permitted Exception.

8. Purchaser's Conditions to Closing. In addition to the conditions to Purchaser's obligations under Section 6 as to the Inspection and Section 7 as to title to the Property, Purchaser's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction or waiver, in Purchaser's sole discretion, on or before the Closing Date or such other time as specifically set forth below in this Section 7, of the following conditions:

(a) **Representations.** The representations and warranties of Seller contained herein shall be true and correct as of the Closing Date.

(b) **Seller's Covenants.** Seller shall have materially performed all agreements, undertakings and obligations and complied with all conditions required by this Agreement to be performed and/or complied with by Seller.

(c) **No Actions.** No action, suit or proceeding shall have been instituted or threatened by any governmental agency or other individual or entity relating to the Property.

The conditions set forth in this Section 8 are solely for the benefit of Purchaser and may be waived only by Purchaser in accordance with the terms of this Agreement. Without limitation of any other terms of this Agreement, if the conditions set forth in this Section 8 are not satisfied in accordance with this Agreement, then Purchaser shall be entitled to terminate this Agreement by written notice to Seller and after such notice the Earnest Money shall be returned to Purchaser, upon demand, and Seller and Purchaser shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination.

9. Seller's Conditions to Closing. Seller's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction or waiver, in Seller's sole discretion, on or before the Closing Date, of the following conditions:

(a) **Representations.** The representations and warranties of Purchaser contained herein shall be true and correct as of the Closing Date.

(b) **Purchaser's Covenants.** Purchaser shall have performed all agreements, undertakings and obligations and complied with all conditions required by this Agreement to be performed and/or complied with by Purchaser.

(c) **City Council Approval.** The Everett City Council has approved this Agreement and authorized the sale and conveyance of the Property.

(d) **No Actions.** No action, suit or proceeding shall have been instituted or threatened by any governmental agency or other individual or entity relating to the Property.

The conditions set forth in this Section 9 are solely for the benefit of Seller and may be waived only by Seller in accordance with the terms of this Agreement. Without limitation of any other terms of this Agreement, if Purchaser does not terminate this Agreement in accordance with Section 6(b) and any of the conditions set forth in this Section 9 are not satisfied, then Seller shall be entitled to terminate this Agreement by written notice to Purchaser and Seller also shall have all of the rights and remedies available to Seller under Section 14(a).

10. Real Estate Broker or Agent Commissions.

(a) Except for commissions or fees to Seller's Broker and/or Purchaser's Broker identified in the Basic Provisions, Purchaser and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Purchaser. Seller represents to the other that, except for Seller's Broker (if any) identified in the Basic Provisions, it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase under this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any other party. Purchaser represents to Seller that, except for Purchaser's Broker (if any) identified in the Basic Provisions, it has not authorized any broker or finder to act on its behalf in connection

with the sale and purchase under this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any other party.

(b) Unless otherwise provided in the Basic Provisions, Purchaser is solely responsible for paying Purchaser's Broker and Seller is solely responsible for paying Seller's Broker. Except as to any commission or fee that a Party expressly agrees to pay in the Basic Provisions, Purchaser and Seller each hereby agree to indemnify, defend, and hold the other harmless from any claim, liability, obligation, cost, or expense (including attorneys' fees and expenses) for fees or commissions relating to Purchaser's acquisition of the Property asserted against either Party by any broker or other person claiming by, through, or under the indemnifying Party or whose claim is based on the indemnifying Party's acts. The provisions of this Section shall survive the Closing or any termination of this Agreement.

11. Representations and Warranties of Seller.

(a) **Representations and Warranties.** Seller hereby represents and warrants to Purchaser, which representations and warranties shall be deemed made by Seller to Purchaser as of the Effective Date and also as of the Closing Date, that to the actual knowledge of Seller:

1. **Parties in Possession.** There are no parties in possession of any portion of the Property except Seller or as otherwise disclosed to Purchaser in writing during the Inspection Period.

2. **Authority.** Subject to City Council approval and authorization as described in the Basic Provisions: Seller has the power and authority to sell and convey the Property as provided in this Agreement and to carry out Seller's obligations under this Agreement, and that all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations under this Agreement has been, or on the Closing Date will have been, taken.

3. **No Litigation; Eminent Domain.** There are no actions, suits or proceedings pending for which Seller has received service of process, before or by any judicial, administrative or union body, any arbiter or any governmental authority, against or affecting Seller or the Property. Seller has not received any written notice of a pending or threatened eminent domain or similar proceeding that would affect the Land or Improvements.

4. **Not a Foreign Person.** Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

5. **OFAC.** Seller is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.

(b) **Survival Period.** Notwithstanding anything else to the contrary contained in this Agreement, all of Seller's representations and warranties, contained in this Section 11 of this Agreement shall survive the Closing for a period of nine (9) months (the "***Survival Period***").

Purchaser acknowledges that it is familiar with the ownership and operation of real estate similar to the Property, and Purchaser and Seller have negotiated and agreed upon the length of the Survival Period as an adequate period of time for Purchaser to discover any and all facts that could give rise to a claim or cause of action for a breach of a representation. Purchaser may bring an action against Seller on the breach of any Seller's representations and warranties in this Section 11, but only if: (i) Purchaser first learns of the breach after Closing and files the action within the Survival Period and (ii) the damage to Purchaser on account of the breach (individually or when combined with damages from other breaches) equals or exceeds Fifty Thousand and No/100 Dollars (\$50,000.00). Furthermore, Purchaser agrees that Seller's liability based on or through any breach of Seller's representations and warranties in this Section 11 or any other claim with respect to the Property, at law or in equity, shall not exceed, in the aggregate, one percent (1%) of the Purchase Price. As used in Section 11(a), the phrase "to the actual knowledge of Seller" means to the actual knowledge of Seller's Real Property Manager ("***Seller's Representative***") as of the Effective Date of this Agreement, without the duty of inquiry. The representations and warranties contained in Section 11 are the representations and warranties of Seller, not Seller's Representative, and shall not create any individual liability for Seller's Representative. The provisions of this Section 11 shall survive the Closing.

12. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, which representations and warranties shall be deemed made by Purchaser to Seller as of the Effective Date and also as of the Closing Date:

(a) **Authority.** Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and that all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out Purchaser's obligations hereunder has been taken.

(b) **OFAC.** Purchaser is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and to Purchaser's knowledge does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.

13. Limitation of Seller's Representations and Warranties; Release.

(a) **Disclaimer.** The representations and warranties of Seller in Section 11 (or any deed or other document, affidavit or certificate executed or delivered in connection herewith) (collectively, the "***Express Representations***") are the sole and only representations and warranties of Seller with respect to the transaction contemplated by this Agreement. Except for Seller's Express Representations, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, for any and all activities and uses which Purchaser may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any Improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lien, encumbrance or license

reservation; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. EXCEPT AS STATED HEREIN, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, SELLER HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, SELLER DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF WASHINGTON AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN, ON OR UNDER THE PROPERTY. Except for the Express Representations, Purchaser agrees to accept the Property at closing with the Property being in its present AS IS condition WITH ALL FAULTS.

(b) **Property Condition; No Reliance.** PURCHASER ACKNOWLEDGES AND AGREES THAT EITHER PURCHASER IS, OR HAS ENGAGED AND IS RELYING ON PERSONS WHO ARE, EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER PRIOR TO THE CLOSING HAS HAD THE OPPORTUNITY TO INSPECT OR WILL HAVE INSPECTED THE PROPERTY OR CAUSED THE PROPERTY TO BE INSPECTED TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS FULLY RELYING ON PURCHASER'S (OR PURCHASER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND EXCEPT FOR THE EXPRESS REPRESENTATIONS, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. IF PURCHASER HAS WAIVED THE OPPORTUNITY TO INSPECT, PURCHASER ACKNOWLEDGES AND AGREES THAT SUCH WAIVER WAS AT PURCHASER'S ABSOLUTE DISCRETION AND WAS BASED ON PURCHASER'S OWN EVALUATION, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY (OR HAVE HAD, BUT WAIVED, THE OPPORTUNITY TO SO INSPECT AND EXAMINE) TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY); AND PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY, EXCEPT FOR THE EXPRESS REPRESENTATIONS. PURCHASER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR

OR OPERATION OF THE PROPERTY ARISING OR ACCRUING FROM EVENTS OCCURRING FROM AND AFTER THE DATE OF CLOSING. PURCHASER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT PURCHASER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY THIS AGREEMENT. ANY REPAIRS PAID FOR BY SELLER PURSUANT TO THIS AGREEMENT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY SELLER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS. If Purchaser elects (i) not to inspect the Property, (ii) to terminate this Agreement on or before the expiration of the Inspection Period, or (iii) to proceed to Closing, such election will be made at Purchaser's absolute discretion, in reliance solely upon the tests, analyses, inspections and investigations that Purchaser makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by or on behalf of Seller, except for the Express Representations.

(c) **Release.** Except for the Express Representations, Purchaser, for itself and its successors in interest, releases Seller and its affiliates and their respective officials, agents employees, and advisors (collectively the "***Seller Parties***") from, and waives all claims and liability against the Seller Parties for, any structural, physical, environmental, economic, legal, financial or operational condition at the Property, and hereby releases the Seller Parties from, and waives all liability against the Seller Parties attributable to, the structural, physical, environmental, economic, legal, financial or operational condition of the Property, including, without limitation, (i) any damages arising out of a violation of any legal requirement with respect to the physical condition, maintenance or improvement of the Property; (ii) any damages arising out of the state of the physical condition, maintenance or improvement of the Property on or before the Closing Date; (iii) any damages arising out of the presence, discovery or removal of any hazardous materials or substances in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon any environmental law, including CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by SARA Superfund Amendment and Reauthorization Act of 1986 and as may be further amended from time to time) or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in or under the Property.

(d) **Seller Disclosure Statement Waiver.** To the maximum extent permitted by law and pursuant to RCW 64.06.010(7), for valuable independent consideration, the receipt and sufficiency of which are hereby acknowledged by Purchaser, Purchaser expressly waives its right to receive from Seller a completed seller disclosure statement (the "**Seller Disclosure Statement**") for the Property as required to be provided by Seller pursuant to RCW 64.06.013, as amended. Notwithstanding the foregoing, if the answer to any of the questions in the section of the Seller Disclosure Statement entitled "Environmental" would be "yes," then Purchaser does not waive its right to receive the completed "Environmental" section of the Seller Disclosure Statement, and Seller shall provide Purchaser with such completed section of the Seller Disclosure Statement for the Property.

(e) The provisions of this Section 13 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents. Seller and Purchaser hereby specifically acknowledge and agree to the provisions of this Section 13:

Seller: _____ Purchaser: _____

14. Default.

(a) **Seller's Remedies.** If, at or prior to Closing (i) Purchaser fails to perform its obligations pursuant to this Agreement for any reason except failure by Seller to perform its obligations hereunder, or (ii) any one or more of Purchaser's representations or warranties are breached in any material respect, then Seller, as its sole and exclusive remedy, may terminate this Agreement and receive the Earnest Money and all interest thereon, upon demand, as liquidated damages and not as a penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine, and the Earnest Money is a fair estimate of those damages and has been agreed to in an effort to cause the amount of damages to be certain. Notwithstanding anything in this Section 14(a) to the contrary, in the event of Purchaser's default or termination of this Agreement, Seller shall have all remedies available at law or in equity if Purchaser or any party related to or affiliated with Purchaser is asserting any claims or right to the Property that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Property. If Closing is consummated, then Seller shall have all remedies available at law or in equity if Purchaser fails to perform any obligation of Purchaser under this Agreement.

(b) **Purchaser's Remedies.** If Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Purchaser to perform its obligations hereunder, or if before Closing any one or more of Seller's representations or warranties are breached in any material respect, and this failure or breach is not cured within ten (10) Business Days after written notice from Purchaser to Seller, then Purchaser may, as its sole and exclusive remedy, either: (i) terminate this Agreement by giving Seller timely written notice of its election before or at Closing and recover the Earnest Money and all interest thereon upon demand or (ii) waive Seller's failure or breach and proceed to Closing in accordance with the terms of this Agreement as if such failure or breach had not occurred. To the extent Purchaser elects to waive such failure or breach and proceed to Closing, Purchaser will be deemed to have forever waived any right to recover from Seller on account of such failure or breach. If, prior to Closing, Purchaser obtains knowledge that any representation or warranty of Seller in this Agreement is incorrect in any material respect, Purchaser shall promptly notify Seller of such incorrectness. Purchaser's failure to notify Seller within three (3) days after Purchaser obtained such knowledge shall be deemed as Purchaser's election to proceed to Closing and Purchaser will be deemed to have forever waived any right to terminate the Agreement or recover from Seller on account of such failure or breach. Purchaser's remedies shall be limited to those described in this Section 14(b). The provisions of this Section 14(b) shall survive the Closing or any termination of this Agreement.

15. Assignment. Purchaser may not assign this Agreement without Seller's prior written consent, which consent shall be given or denied in Seller's sole and absolute discretion, except that Purchaser may make a one-time assignment of this Agreement to a title holding entity that is an affiliate of and controlled by Purchaser; provided, however, that (i) Purchaser shall not be released from any of its liabilities and obligations under this Agreement by reason of such designation or assignment; and (ii) such designation or assignment shall not be effective until Purchaser has provided Seller with a fully executed copy of such designation or assignment and assumption instrument at least ten (10) days prior to Closing, which shall (A) provide that Purchaser and such designee(s) or assignee(s) shall be jointly and severally liable for all liabilities and obligations of Purchaser under this Agreement, (B) include a representation and warranty in favor of Seller that all representations and warranties made by Purchaser in this Agreement are true and correct with respect to such designee(s) or assignee(s) as of the date of such designation or assignment, and will be true and correct as of the Closing, and (C) otherwise be in customary form and substance reasonably satisfactory to Seller.

16. Condemnation and Casualty.

(a) **Condemnation.** In the event that all or any substantial portion of the Property is taken in condemnation or under the right of eminent domain prior to the Closing Date, Seller shall promptly notify Purchaser thereof. Within five (5) Business Days after receipt of the foregoing notice, Purchaser shall notify Seller, electing either: (a) to proceed with this transaction and Closing in accordance with this Agreement notwithstanding such condemnation; or (b) to terminate this Agreement, receive a refund of the Earnest Money and neither party shall have any further rights or obligations under this Agreement except for those that expressly survive termination.

(b) **Casualty.** Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property between the Effective Date and the Closing.

i. If, before Closing, the Property is damaged (i) by an insured fire or other casualty that would cost more than fifty percent (50%) of the Purchase Price to repair (ii) by an uninsured casualty that Seller is unwilling or unable to repair on or before Closing (each, a "**Major Casualty**"), then either Purchaser or Seller may, at its option, elect to terminate this Agreement by written notice to the other party within twenty (20) days after the date of Seller's notice to Purchaser of the casualty or at the Closing, whichever is earlier, in which case the Earnest Money shall be refunded to Purchaser, and neither party shall have any further rights or obligations under this Agreement, other than rights and obligations that expressly survive termination. If neither Purchaser nor Seller timely makes its election to terminate this Agreement pursuant to this Section 16 and the casualty is insured, then the Closing shall take place as provided herein, the Purchase Price shall be reduced by an amount equal to Seller's deductible under its insurance policies, and Seller shall assign to Purchaser at the Closing all of Seller's interest in and to any assignable casualty insurance proceeds that may be payable to Seller on account of the occurrence. If neither Purchaser nor Seller timely makes its election to terminate this Agreement pursuant to this Section 16 and the casualty is uninsured, then the Closing shall take place as provided herein, Purchaser shall accept the Property in its condition at Closing and the Purchase Price shall not be reduced.

ii. If, before Closing, the Property is damaged by (i) a fire or other casualty that is not a Major Casualty or (ii) an uninsured casualty and Seller repairs the damage before Closing, then Purchaser may not terminate this Agreement, and if the casualty is insured, the Purchase Price shall be reduced by an amount equal to Seller's deductible under its insurance policies, and Seller shall assign to Purchaser at the Closing all of Seller's interest in and to any assignable casualty insurance proceeds that may be payable to Seller on account of the occurrence.

iii. Seller and Purchaser both agree to use the Seller's insurance adjuster's assessment to determine the amount of damages. In the event that Seller is self-insured in accordance with applicable law, Seller shall determine the amount of damages.

17. Miscellaneous.

(a) **Notice.** All notices, demands, and requests and other communications required or permitted under this Agreement must be in writing and will be deemed to be delivered when actually received by email or personal delivery or, if earlier and regardless whether actually received or not, (i) upon one (1) Business Day following deposit with a nationally recognized overnight courier for next Business Day delivery, charges prepaid, or (ii) upon three (3) Business Days following deposit in a regularly maintained receptacle for the United States mail, postage prepaid, in either event to be addressed to the addressee in the Basic Provisions.

(b) **Governing Law.** This Agreement will be construed under and in accordance with the laws of the State of Washington, and all obligations of the parties created hereunder are performable in Snohomish County, Washington.

(c) **Exculpation for Liability.** None of the Seller's officials, agents, employees, advisors or affiliates shall have any personal liability of any kind or nature, nor shall Purchaser have the right to receive any judgment or otherwise recover against the assets of the aforesaid, under or arising out of or in any way relating to this Agreement and the transactions contemplated under this Agreement. Purchaser hereby waives for itself and anyone who may claim by, through or under Purchaser any and all rights to sue or recover on account of any such alleged personal liability or to receive any judgment or otherwise recover against the assets of any official, agent, employee, advisor or affiliate of Seller.

(d) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(e) **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any invalid, illegal, or unenforceable provision, there shall be automatically added to this Agreement a provision as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(f) **Entire Agreement.** This Agreement (i) constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof (ii) supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof, and (iii) cannot be changed except by their written consent.

(g) **Time for Performance.** Time is of the essence with this Agreement.

(h) **References.** All references to “Sections” contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, subsections, and paragraphs of this Agreement. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate (and vice versa), and words of any gender shall include each other gender where appropriate. All references to “Exhibits” are, unless specifically indicated otherwise, references to exhibits, schedules, and attachments to this Agreement, which are incorporated into this Agreement by each reference.

(i) **Further Assistance.** In addition to the actions recited herein and contemplated to be performed, executed, and delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute and deliver or cause to be performed, executed and delivered at the Closing or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

(j) **Survival.** None of the covenants or other obligations of Seller or Purchaser shall survive the Closing unless such survival is expressly provided for in this Agreement, in which case such covenants or obligations shall survive for the periods provided in this Agreement and shall not be deemed to have merged or terminated at the Closing or any termination or cancellation of this Agreement.

(k) **Counterparts/Signatures.** The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the Party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. A Party’s signature may also be by DocuSign or AdobeSign, which is fully binding.

(l) **Rule of Construction.** The Parties hereto acknowledge that the Parties have each reviewed, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(m) **No Recording of Agreement.** Neither Party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other.

(n) **Waiver of Jury Trial.** Each Party hereto, knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement.

(o) **Business Day.** “Business Day” means a date that is not a Saturday, Sunday or holiday observed by federally chartered banks in the State where the Property is located. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls upon a date that is not a Business Day, the date for the determination or action shall be extended to the first Business Day immediately thereafter.

(p) **Exhibits.** The following exhibits are hereby incorporated into this Agreement:

Exhibit A	Legal Description of Land
Exhibit B	Bargain and Sale Deed
Exhibit C	Project Covenant

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

SELLER:

**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk

DRAFT

PURCHASER:

Enter Purchaser name – must match name in Basic Provisions

Signature: _____

Name of Signer: Enter signer's name

Title of Signer: Enter title

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17,
TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS
FOLLOWS;

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 17 AND 18 OF SAID TOWNSHIP AND RANGE;

THENCE EASTERLY ON CENTER LINE OF SAID SECTION 17, 966.57 FEET TO WEST LINE OF ALLEY BETWEEN
BROADWAY AND LOMBARD IN CITY OF EVERETT;

THENCE ANGLE RIGHT 90°36' FOR 28.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE ON SAME STRAIGHT LINE FOR 200 FEET;

THENCE ANGLE RIGHT 90°, 120 FEET;

THENCE ANGLE RIGHT 90°, 200 FEET;

THENCE ANGLE RIGHT 90°, 120 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B
FORM OF BARGAIN AND SALE DEED**

Recording requested by and
when recorded mail to:

[PURCHASER TO BE INSERTED]

Grantor:	City of Everett, a Washington municipal corporation
Grantee:	[PURCHASER TO BE INSERTED]
Legal Description:	[TO BE INSERTED]
Assessor's Tax Parcel ID#	[TO BE INSERTED]
Reference Nos. of Documents Released or Assigned:	N/A

BARGAIN AND SALE DEED

CITY OF EVERETT, a Washington municipal corporation, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, bargains, sells, and conveys to the [PURCHASER TO BE INSERTED], a [TO BE INSERTED], as GRANTEE, the real property situated in the County of Snohomish, State of Washington legally described as follows:

[TO BE INSERTED]

This conveyance is subject to the exceptions identified on Exhibit 1 attached hereto and incorporated herein by this reference.

DATED: _____,

City of Everett,
a Washington municipal corporation

By: _____
Cassie Franklin, Mayor

[APPROPRIATE ACKNOWLEDGEMENT AND EXHIBIT 1 (LEGAL DESCRIPTION) TO BE INSERTED]

**EXHIBIT C
FORM OF PROJECT COVENANT**

When Recorded Return to:

CITY OF EVERETT
REAL PROPERTY MANAGER
3200 Cedar Street
Everett, WA 98201

PROJECT COVENANT

Grantor:	
Grantee:	CITY OF EVERETT
Legal Description (abbreviated):	
<input checked="checked" type="checkbox"/> Complete legal also	
Assessor's Tax Parcel Identification No(s):	
Reference No. of Related Documents:	

PROJECT COVENANT

THIS PROJECT COVENANT (this "Covenant") is dated as of _____ (the "Effective Date"), between the CITY OF EVERETT, a Washington municipal corporation ("City"), and _____, a _____ Washington _____ ("Developer").

RECITALS

A. City, as seller, and Developer, as buyer, are parties to the Property Disposition Agreement dated _____ (the "Disposition Agreement"). The real property that is the subject of the Disposition Agreement and this Covenant is located at 1301 Lombard Avenue in Everett, Washington and is legally described as follows (the "Property"):

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 17 AND 18 OF SAID TOWNSHIP AND RANGE;

THENCE EASTERLY ON CENTER LINE OF SAID SECTION 17, 966.57 FEET TO WEST LINE OF ALLEY BETWEEN BROADWAY AND LOMBARD IN CITY OF EVERETT;

THENCE ANGLE RIGHT 90°36' FOR 28.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE ON SAME STRAIGHT LINE FOR 200 FEET;

THENCE ANGLE RIGHT 90°, 120 FEET;

THENCE ANGLE RIGHT 90°, 200 FEET;

THENCE ANGLE RIGHT 90°, 120 FEET TO THE TRUE POINT OF BEGINNING.

The Property was acquired by the City pursuant to chapter 35.80A RCW.

B. As of the Effective Date of this Covenant, Developer is purchasing the Property from the City. Developer intends to develop a project on the Property as set forth hereunder. As part of the consideration to the City for the purchase of the Property, the Developer has agreed that its Project will meet certain requirements, which are set forth in this Covenant.

C. The parties intend by this Covenant to set forth their mutual covenants and undertakings with regard to the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertaking and promises contained herein, and the benefits to be realized by each party and in future consideration of the benefit to the general public by the creation and operation of the Developer's project upon the Property, and as a direct benefit to the City and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. In addition to the terms defined elsewhere in this Covenant, the following terms shall have the meanings set forth below:

“Construction Requirements” mean the Project requirements and restrictions set forth in Section B of the Attachment to this Covenant.

“Governmental Authorities” means any court, board, bureau, commission, department or body of any local, municipal, county, state or federal governmental or quasi-governmental unit, or any subdivision thereof, or any public utility provider serving the Property, having, asserting, or acquiring jurisdiction over or providing utility service to the Project, the Property, and/or the management, operation, use, environmental cleanup, or improvement thereof.

“Improvements” means all buildings, structures, improvements and fixtures now or hereafter placed or constructed in, under or upon the Property comprising the Project, all additions to or replacements thereof made from time to time, and all accessways, pedestrian areas, public amenities, paved areas, utility distribution facilities, lighting, signage and other infrastructure improvements to be built by Developer on the Property.

“Legal Requirements” means all local, county, state and federal laws, ordinances and regulations and other rules, orders, requirements and determinations of any Governmental Authorities now or hereafter in effect (to the extent that compliance with future laws or amendments is legally required), whether or not presently contemplated, applicable to the Property, the Project or the Improvements, or their ownership, operation or possession, including (without limitation) all those relating to parking restrictions, building codes, zoning or other land use matters.

“Other Requirements” mean the Project requirements and restrictions set forth in Section C to the Attachment to this Covenant.

“Pre-Construction Requirements” mean the Project requirements and restrictions set forth in Section A of the Attachment to this Covenant.

“Project” means the development to be constructed on the Property in accordance with this Covenant, including the Project-Specific Requirements and Legal Requirements.

“Project-Specific Requirements” refers collectively to the Pre-Construction Requirements, the Construction Requirements, and the Other Requirements, all as set forth in the Attachment to the Covenant.

“Substantial completion” or “substantially complete” means the date on which all of the following have occurred: (i) the Improvements comprising the Project, required to be developed and constructed by this Covenant are complete according to this Covenant, except for punchlist items that do not substantially prevent the use of the Improvements for their intended purposes; and (ii) the City has issued a temporary or final certificate of occupancy for the building portions of the Improvements.

Section 2. Use Restriction and Requirements Prior to Certificate of Completion.

2.1 Use Restriction. Until issuance and recording of the Certificate of Completion as set forth in Section 4 below, the Property is restricted to uses directly in connection with the

design, development, and construction of the Project in accordance with this Covenant (including, without limitation, the Project-Specific Requirements) and the Legal Requirements. By way of example and not of limitation, the following uses are not directly in connection with such design, development, or construction of the Project and are therefore prohibited on the Property until substantial completion of the Project: (a) any construction of any permanent building or structure that is not in accordance with this Covenant, its Project-Specific Requirements, and all Legal Requirements; (b) any rental, leasing, or other grant of a right to occupy the Property or any portion thereof; and (c) any storage of vehicles, equipment or materials not necessary for the construction of the Project.

2.2 Pre-Construction Requirements. Prior to substantial completion of the Project, to the extent practicable in light of Developer's Project construction activities, Developer shall comply with the Pre-Construction Requirements in the Attachment to this Covenant.

Section 3. Development and Construction.

3.1 Generally. Developer shall construct and complete the Project in accordance with the Construction Requirements, all Legal Requirements, and prudent construction practices. The parties agree that Developer has sole responsibility for construction, financing, obtaining all necessary permits and approvals and complying with the Construction Requirements and all Legal Requirements as they relate to ownership, design, construction, and operation of the Project. Developer shall at its own cost furnish all plans, engineering, supervision, labor, material, supplies, and equipment necessary for completion of the Project in accordance with the Construction Requirements and all Legal Requirements. City is entitled to refuse to issue permits (including, without limitation, building permits) for any activity (including, without limitation, construction) on the Property that is inconsistent with the Construction Requirements.

3.2 Approval Process for Modifications to Construction Requirements.

3.2.1 Construction Modification Definition. As used in this Covenant, a "Construction Modification" is any modification to the Construction Requirements.

3.2.2 Construction Modification Request. The Developer shall not construct any portion of the Project in non-compliance with the Construction Requirements without the prior written approval of the City issued under Section 3.2.3 below. In order to request approval for a Construction Modification, the Developer must submit a written notice to the City that is clearly marked "Construction Modification Request under Section 3 of the Project Covenant" (the "Construction Modification Request"). The Construction Modification Request must expressly state in reasonable detail the reasons for requesting a Construction Modification and must include such additional information as may be reasonably required by the City.

3.2.3 Approval of Modification Request. The City shall respond to the Construction Modification Request within 30 days of receipt with its written approval or disapproval. Failure to respond within such 30 days is disapproval. The City may withhold its approval of a Construction Modification Request in its sole discretion. No approval of a

Construction Modification Request by the City is effective unless signed by the City's Real Property Manager. Issuance of a building permit or any other permit or approval by the City that incorporates a Construction Modification of the Construction Requirements does not constitute approval under this Section. Developer may, upon receipt of a notice of disapproval, modify the Construction Modification Request, taking into account such objections, and promptly resubmit it to City for review and approval. Such process of submittal, review, comment and re-submittal by Developer shall continue until such time as the Construction Modification Request has been approved by City, or Developer determines to no longer seek approval. Upon approval of a Construction Modification, such approved Construction Modification will be deemed included in the Construction Requirements.

Section 4. Certificate of Completion.

4.1 Certificate of Completion. Upon completion of the Project in accordance with the Project-Specific Requirements, all Legal Requirements and prudent construction practices, the City will furnish Developer with a recordable "Certificate of Completion" signed by the Mayor of the City, which the Developer shall record. Notwithstanding the foregoing, the City shall not be required to issue the Certificate of Completion if uncured Event(s) of Default exist. Issuance by the City and the recording of the Certificate of Completion by Developer shall terminate this Covenant.

4.2 Procedure if City Does Not Issue. The City shall not unreasonably withhold, condition, or delay the issuance of the Certificate of Completion. If, within twenty (20) business days after receipt of written notice clearly marked "Request for Certificate of Completion" from Developer, the City has not issued the Certificate of Completion, then the City shall provide Developer with a detailed statement specifying the reasons for withholding the issuance of the Certificate of Completion and what measures or acts must be taken, in the opinion of the City, to cause the issuance of the Certificate of Completion (the "Disapproval Notice"). Following receipt of the Disapproval Notice, and cure of the reasons for withholding the issuance of the Certificate of Completion stated therein in a manner satisfactory to the City, the City will issue the Certificate of Completion. Failure by the City to furnish Developer with the Disapproval Notice within such twenty (20) business day period shall be deemed an approval by City of Developer's request for the Certificate of Completion.

Section 5. Default. Developer's failure to keep, observe, or perform any of its duties or obligations under this Covenant shall be a default hereunder, including, without limitation, any of the following specific events:

5.1 The failure of Developer to comply with the Project-Specific Requirements or any other requirement of this Covenant.

5.2 The failure of Developer to submit and obtain approval as to any Construction Modification of the Construction Requirements in accordance with Section 3.

Upon the occurrence of any of the above-described events, the City shall notify Developer in writing of its purported default or breach, failure or act above described. As to

each event described in this Section, Developer's failure to cure such default, breach, failure or act, within thirty (30) days from receipt of such notice (or if such failure cannot reasonably be cured within 30 days, if Developer fails to commence within 30 days and diligently pursue such cure to completion within an extended period of time not to exceed 90 days) shall be deemed an "Event of Default" hereunder.

Section 6. Remedies.

6.1 Remedies Upon Default. If an Event of Default shall occur, the City shall have all cumulative rights and remedies under law or in equity, including, without limitation, the following:

6.1.1 Withholding of Project Permits. To the extent allowed by law, in addition to any other rights the City may have under the Everett Municipal Code and applicable law regarding permit issuance, the City shall be entitled to refuse to issue permits (including, without limitation, building permits) for any activity (including, without limitation, construction) on the Property that is inconsistent with this Covenant.

6.1.2 Withholding of Certificate of Occupancy. To the extent allowed by law, in addition to any other rights the City may have under the Everett Municipal Code and applicable law regarding certificates of occupancy, the City shall be entitled to refuse to issue certificates of occupancy for any structure on the Property that is inconsistent with this Covenant.

6.1.3 Specific Performance. The City shall be entitled to specific performance of each and every obligation of Developer under this Covenant without any requirement to prove or establish that the City does not have an adequate remedy at law. Developer hereby waives the requirement of any such proof and acknowledges that the City would not have an adequate remedy at law for Developer's commission of an Event of Default hereunder.

6.1.4 Injunction. The City shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of an Event of Default and to obtain a judgment or order specifically prohibiting a violation or breach of this Covenant without, in either case, being required to prove or establish that the City does not have an adequate remedy at law. Developer hereby waives the requirement of any such proof and acknowledges that the City would not have an adequate remedy at law for Developer's commission of an Event of Default hereunder.

Section 7. Miscellaneous.

7.1 Entire Agreement. This Covenant and the Disposition Agreement and any documents attached as exhibits thereto contain the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them with reference to such subject matter. Exhibit 1 attached hereto is incorporated into this Covenant.

7.2 Modification. This Covenant may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized representative of Developer and by the Mayor of the City.

7.3 Successors and Assigns. This Covenant shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto. Any reference in this Covenant to Developer shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in the Property.

7.4 Notices. All notices which may be or are required to be given pursuant to this Covenant shall be in writing and delivered to the parties at the following addresses:

To City: City of Everett
2930 Wetmore Ave.
Everett, WA 98201
Attention: Real Property Manager

With a copy to: City of Everett
Office of the City Attorney
2930 Wetmore Ave. Ste. 10-C
Everett, WA 98201

To Owner:

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, or (c) or hand delivered, in which case notice shall be deemed delivered when actually delivered. The above addresses and phone numbers may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

7.5 Execution in Counterparts. This Covenant may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Covenant.

7.6 Waiver. No waiver by any party of any provision of this Covenant or any breach thereof shall be of any force or effect unless in writing by the party granting the waiver; and no such waiver shall be construed to be a continuing waiver. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Covenant nor shall

it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

7.7 Applicable Law; Jurisdiction. This Covenant shall be interpreted under and pursuant to the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Covenant, the parties agree that the sole forum for such action is the Snohomish County Superior Court for the State of Washington.

7.8 No Joint Venture. Nothing contained in this Covenant shall create any partnership, joint venture or other arrangement between the City and Developer.

7.9 Nonwaiver of Government Rights. The parties understand that the City, by making and entering into this Covenant, is not obligating the City to give governmental approvals, to take particular action, or to be financially responsible for any obligations of Developer. Developer further acknowledges that the City has made no representation or warranty with respect to Developer's ability to obtain any permit or approval, or to meet any other requirements for development of the Property or Project. Nothing in this Covenant is intended or shall be construed to require that the City exercise its discretionary authority under its regulatory ordinances to further the Project nor binds the City to do so. Developer understands that the City will process applications for permits and approvals in accordance with its normal processes.

7.10 Severability. If any term, provision, covenant, clause, sentence or any other portion of the terms and conditions of this Covenant or the application thereof to any person or circumstances shall apply, to any extent, become invalid or unenforceable, the remainder of this Covenant shall continue in full force and effect, unless rights and obligations of the parties have been materially altered or abridged by such invalidation or unenforceability.

7.11 Runs with the Land. This Covenant runs with the land and is binding on Developer, and its successors and assigns. This Covenant is not extinguished or otherwise limited in any way by any foreclosure, trustee sale, deed-in-lieu of foreclosure or transfer of the Property.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned have executed this Covenant on the dates below their respective signatures, to be effective as of the Effective Date.

CITY: CITY OF EVERETT,
a Washington municipal corporation

By: _____

Name: Cassie Franklin
Title: Mayor

Attest:

Office of the City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Cassie Franklin, to me known to be the Mayor of the City of Everett, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2024.

(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires:

DEVELOPER: _____, a Washington

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me _____, to me known to be the
_____ of _____, a
_____, the entity that executed the within and foregoing
instrument, and acknowledged the instrument to be the free and voluntary act and deed of said
corporation for the uses and purposes therein mentioned, and on oath stated that s/he was duly
authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of
_____, 2024.

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission expires:

ATTACHMENT TO PROJECT COVENANT

1301 LOMBARD PROPERTY

PROJECT-SPECIFIC REQUIREMENTS

[to be attached in final form as negotiated by City and selected developer]

From: Patrick Hall <phall@uw.edu>
Sent: Monday, November 18, 2024 8:54 PM
To: DL-Council
Cc: Yorik Stevens-Wajda
Subject: [EXTERNAL] Statement on the solicitation for redevelopment of 1301 Lombard

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.

Mayor Franklin and City Council,

I live on Lombard Avenue, just two houses down from the former Waits Motel property, where I have been for the last eight years. I first want to thank the City for taking the bold step of condemning and demolishing the motel. When I supported that move, it was always with the assumption that the City would move quickly to redevelop the property, and not leave the dented, graffiti-covered, weed-infested, chain link fence which we currently have for any longer than necessary.

For this reason and others, I support the solicitation to redevelop the property, and I support it as written without amendments. There has been discussion at City Council and also in the Built Environment Committee about modifications to accommodate some kind of affordable housing. While I applaud those good intentions, I believe that the solicitation as currently written strikes the right balance between being attractive to developers, being compatible with the neighborhood, and maximizing the housing supply in our city. I am against anything that would unduly delay development of the property, or result in some insensitive addition to the neighborhood. Middle housing is the right use of this property.

Keep in mind that the property is relatively small. Affordable housing projects are more economically viable on larger pieces of property which can maximize the developer's investment. Furthermore, the entire 1300 block of Lombard, other than the former Waits Motel site, are original Donovan homes which are part of an Everett Register Historic District. As it is, the stipulation that roughly 16 townhomes be built, with a 6:12 roof pitch and double-hung vertical windows, is an extremely minimal design standard for compatibility with the district. Nevertheless, I still support the solicitation because I recognize that anything more restrictive could fail to attract interest.

I would ask the council to please avoid the temptation to design by committee, and to not place additional constraints on the solicitation. The current plan is a well-considered compromise between competing interests, and one which the neighbors support.

Thank you,
Patrick Hall

From: kat <kat-community@pm.me>
Sent: Monday, November 18, 2024 10:04 AM
To: Angela Ely
Subject: RE: [EXTERNAL] 2025 Proposed Budget Concerns

hey Angela,

oops! city of residence: Everett

thanks,
~kat (they/them)

Sent with [Proton Mail](#) secure email.

On Monday, November 18th, 2024 at 09:43, Angela Ely <AEly@everettwa.gov> wrote:


Category 2: Sensitive information

Thank you for reaching out to the Everett City Council. We appreciate you taking the time to share your concerns, opinions, and ideas.

Your comments have been received by the Council. I will forward your email to staff and can submit as written comment for the record at the November 20 Council meeting **if you provide your city of residence.**

Thank you for taking the time to be involved and engaged in your community.

Sincerely,
Angela

 **Angela Ely**
Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
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From: kat <kat-community@pm.me>
Sent: Saturday, November 16, 2024 10:01 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] 2025 Proposed Budget Concerns

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hey y'all,

pardon my writing style - i've been reviewing the 2025 proposed budget, and i have some *serious* concerns. i've identified a worrying trend as well as some outlier spending and cutting that caught my eye. the trend that most concerns me is the funneling of more and more of the city budget to police, despite no meaningful improvement in performance measures and no additional staff. could you please loop me in if i'm missing something? otherwise, i think it's time to break the glass and NOT approve this budget.

\$10 million - for what exactly?

since 2022/2023, the police budget has increased by over \$10 million (20%) (5-128). at the same time, almost all other budgets have been shrinking. why is this happening? where is the money going? why are we continuing to funnel money to this failing department? let's look at the numbers for 2023 -> 2025:

- budget: \$40,699,099 -> 51,111,227 (5-128)
- FTE: 252 -> 255 (5-127)
- Violence: 120 -> 139 (5-126)
- Auto-theft: 1,244 -> 1,285 (5-126)
- Service calls: 139,990 -> 125,208 (5-126)
- Collision reports: 3,115 -> 2,392 (5-126)
- Traffic stops: 5,637 -> 7,200 (5-126)

the money is primarily going to Patrols (\$6,810,383), Detectives (\$1,218,521), and Admin Services (\$674,636) (5-128). yet, none of it is yielding results beyond more traffic stops! it is clear that funneling more and more money to the police does not make Everett safer. we need to re-route these funds to address the root cause of violence and theft: illness, poverty, homelessness. traffic stops don't prevent violence or crime!

the police budget itself doesn't communicate the full costs of this trend. for example, Jail Fees are increasing by 42% (\$1,814,378) from 2024 to 2025 alone (5-44). the city does not save money by locking people up instead of housing them. another example, Indigent Defense Expenses are increasing by 49% (\$781,133) from 2024 to 2025 alone (5-12). our citizens have a right to due process, and we're consistently processing those who cannot even afford to hire a proper defense.

concerning outliers 2024 ->2025

i recall from the meetings that some line items are being funded from grants and some may be completed. if that's the case for any of these, it may explain the dramatic changes. i couldn't find enough detail in the budget to know for sure.

- DEPT 004
 - ◊ Climate and Sustainability -62% -\$39,007 (5-19)
 - the climate isn't getting any better, but we seem to care a whole lot less
- DEPT 009
 - ◊ Electronic Home Detention -40% -\$13,330 (5-44)
 - yet another indicator that we're prosecuting those without homes
 - ◊ Counselors for Supportive Housing -75% -\$150,000 (5-44)
 - housing is the problem, why are we defunding these kinds of programs?
 - ◊ Rideshare Program -41% -\$7,000 (5-44)
 - double whammy - removing funds addressing climate AND poverty
 - ◊ Human Needs Grants -46% -\$256,800 (5-44)
 - just wow, this speaks for itself
 - ◊ Downtown Plaza Utilities +592% +\$31,962 (5-44)
 - why is this happening? i found no relevant notes in the budget
 - ◊ Bankcard Fees/ Bank Fees +138% +\$22,080 (5-44)
 - why is this happening? i found no relevant notes in the budget

- DEPT 010

- ◊ Finance +35% +\$246,282 (5-56)

- no increased workload, but a staggering increase in budget?

- DEPT 015

- ◊ Administration +73% +\$430,860 (5-69)

- ◊ Project Management -26% -\$136,696 (5-69)

- we're doing less new stuff, and our existing projects are skyrocketing in cost?

- DEPT 032

- ◊ why are overtime and differential pay increasing when no work measures are increasing? (5-139)

- FUND 101

- ◊ doing less, and yet Administrative Services +241% +\$149,701 (5-159)

- FUND 119

- ◊ Road & Street Imp. -23% -\$921,513 (5-184)

- the most cost effective way to reduce traffic violations, collisions, and fatalities is to implement effective traffic calming street improvements. we need more money here, not less!

thanks,
~kat (they/them)

Sent with [Proton Mail](#) secure email.

City of Everett 2024 Proposed Budget Amendment #3

November 20, 2024

2024 Proposed Budget Amendment #3

	Expenditure	Revenue Offset
General Government Proposed Amendments	650,448	-960,815
Non-General Government Proposed Amendments	13,112,716	11,121,330
Total	\$ 13,763,164	\$10,160,515



General Government Proposed Amendments



Department	Purpose	Expenditure	Revenue Offset
Non-Departmental	Demolition and Abatement	\$ 20,000	\$ 0
Engineering	Traffic Signal and Guardrail Repairs	360,000	0
Emergency Management	Emergency Management CERT/SERVE Grant	3,000	3,000
Emergency Management	Department of Ecology Grant	49,000	49,000
Police	On Patrol Television Program	22,100	22,100

General Government Proposed Amendments



Department	Purpose	Expenditure	Revenue Offset
Fire	Reimbursed Training and Services	\$ 30,798	\$ 30,798
Fire	Fire Vehicle Repairs and Maintenance	62,023	7,660
Fire	Wildland Fire Assistance	135,000	135,000
Fire	Cost Associated with Staff Turnover	231,406	0
Library	Historic Preservation Grant	4,700	4,700
Multiple	Interfund Labor Reimbursements	83,316	47,214



General Government Proposed Amendments



Department	Purpose	Expenditure	Revenue Offset
Parks & Community Services	Jetty Island Days and Ferry Service	\$ 135,062	135,062
Police	New SBITA Contracts	592,550	592,550
Multiple	Separation Payouts	909,392	0
Multiple	Revenue Impact/Vacancy Savings	-2,250,000	-2,250,000
General Fund	Reallocation of ARPA Funds	No change	262,101
Non-Departmental	Transfer to COVID Recovery Program	262,101	0



Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Revenue Offset
CIP 1	CIP-1 General Government Capital Projects	\$ 310,000	\$ 0
Vehicle & Equipment Replacement Reserve	Vehicle and Equipment	259,450	0
Emergency Medical Services (EMS)	EMS Medical Equipment	186,631	0
EMS	EMS Paramedic Training	41,666	0

Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Revenue Offset
Criminal Justice	Mental Health and Wellness Grant	\$ 187,204	\$ 187,204
Criminal Justice	Port Security Grant Program	45,289	45,289
General Government Special Projects	Association of Washington Cities Grant	56,000	56,000
General Government Special Projects	Emergency Mobile Opioid Team in Everett	309,360	0



Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Revenue Offset
General Government Special Projects	WA Health Care Authority Grant	\$ 250,000	\$ 250,000
General Government Special Projects	Snohomish County Interlocal Agreement	2,900,000	2,900,000
General Government Special Projects	SAMHSA Grant	975,462	975,462
Criminal Justice	New SBITA Contracts	1,001,000	1,001,000

Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Revenue Offset
Everett Transit	Transit Capital Projects and Purchases	\$ 6,467,692	\$ 5,444,274
General Government Special Projects	Reallocation of ARPA Funds	122,922	0
General Government Special Projects	Transfer to COVID Recovery Program	No change	262,101

DISCUSSION





EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

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

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

DATE: 11/20/24

NAME (required): PATRICK HALL

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 #: 24

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



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DATE: 11-20-24

NAME (required): Shelley Whitkop

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

EMAIL (optional): swhitkop@gmail.com PHONE (optional): 425-327-3187

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: 1301 Lombard #