



## 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	GeoEngineers
	1101 Fawcett Avenue, Suite 200
	Tacoma, WA 98402
	jcallaghan@geoengineers.com
City Project Manager	Heather Griffin
	City of Everett – Public Works
	3200 Cedar Street
	Everett, WA 98201
Brief Summary of Scope of Work	hgriffin@everettwa.gov
	Monitoring for the Diking Improvement District No. 5 Advance Mitigation Site.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$78,000

<b>BASIC PROVISIONS</b>	
<b>Service Provider Insurance Contact Information</b>	USI Insurance Services NW CL
	206.441.6300
	Seattle.PLCertRequest@usi.com
<b>State Retirement Systems (must answer both questions)</b>	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> 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><b>Answer:</b> 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>
<b>Agreed Amendments to General Provisions</b>	<p>The first sentence of Section 10 is replaced with the following sentence: “To the extent of Service Provider’s negligence, breach of this Agreement, violation or law, or willful misconduct, and 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 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.”</p> <p>The phrase in Section 11.A that states “with a numerical rating of no less than seven (7) by A.M. Best Company” is replaced with “with a numerical rating of no less than five (5) by A.M. Best Company”.</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**

**GEOENGINEERS, INC.**



\_\_\_\_\_  
Cassie Franklin, Mayor

01/09/2025

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk

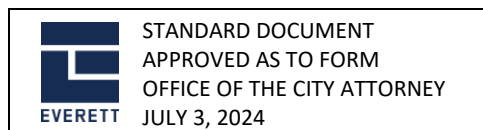


Signature: \_\_\_\_\_

Name of Signer: Joe O. Callaghan

Signer's Email Address: jcallaghan@geoengineers.com

Title of Signer: Principal



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.101524)**

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

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

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

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** To the extent of Service Provider's negligence, breach of this Agreement, violation of law, or willful misconduct, and 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 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 five (5), by A.M. Best Company and which are acceptable to the City.
    1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide

Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

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

Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

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

- 13. **Independent Contractor.**

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



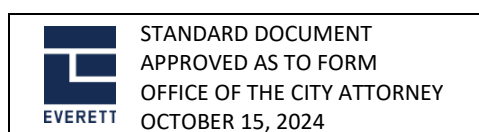
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act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

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

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**  
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.  
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS  
(v.101524)**



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



1101 South Fawcett Avenue, Suite 200  
Tacoma, Washington 98402  
253.383.4940

September 26, 2024

City of Everett Public Works Department  
3200 Cedar Street  
Everett, Washington 98201-4516

Attention: Heather Griffin, PE

Subject: Year 7 (2025) Habitat Monitoring Services  
Diking Improvement District No. 5 Smith Island Estuary Advance Mitigation Site  
Everett, Washington  
File No. 0661-128-03

## Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) is pleased to present the following scope and fee estimate to the City of Everett (City) for the Year 7 (2025) monitoring of Diking District No. 5's (DID5) Smith Island Advance Mitigation Site (AMS).

Following submission of the Year 5 (2023) Mitigation Monitoring Report<sup>1</sup>, GeoEngineers, along with the City and DID5, presented results and methods of analysis to Washington State Department of Ecology (Ecology) and the United States Army Corps of Engineers (USACE) in a virtual meeting on July 1, 2024. This scope and fee estimate is based on previous work on the site, the results of the July 1, 2024, meeting with agencies, comments on the Year 5 Mitigation Monitoring Report and discussions with DID5 and the City. The scope and fee estimate includes a contingency task (Task 500) to cover unanticipated additional services on an as-needed basis and will require written authorization from the City to be activated.

## Scope of Services

### TASK 100 – PROJECT MANAGEMENT AND AGENCY COORDINATION

GeoEngineers will provide communications of schedule and overall progress of the project, as needed, and provide contract administration including file set up, contract processing, monthly budget review, progress report and invoice preparation.

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<sup>1</sup> GeoEngineers Inc.. 2023. Year 5 Mitigation Monitoring Report, Diking Improvement District No. 5, Smith Island Estuary Restoration Advance Mitigation Site, Everett, Washington. GEI File No. 0661-128-02. December 21, 2023.

This task also includes services for the AMS credit ledger management including agency negotiations, an agency site visit, coordination and presentation of results and methods. Agency negotiations and discussions will be toward the goal of project closeout following completion of the Year 7 monitoring documentation.

## **TASK 200 – DRONE DATA COLLECTION**

An aerial photograph and elevation point data collection of the AMS will be taken by drone during a low tide of -2 feet North American Vertical Datum of 1988 (NAVD88) or lower to capture the extents of channel, mudflat and vegetated areas. Elevation point data collection accurate to an inch will be collected to develop site contours and will be verified by collecting elevation data using handheld global positioning system (GPS) units on the ground at strategic locations. The aerial low tide photograph will be georeferenced and used to inform mapping the size and distribution of the vegetation communities, mudflat and tidal channels based on digital processing of their visual signatures.

A second aerial photograph of the entire AMS will be taken by drone during a high tide at or above +6 feet NAVD88 to capture extents of tidal inundation at approximate elevation of estuarine wetlands. This elevation is the approximate upward limit of where estuarine wetlands were previously documented by Snohomish County (County) and the City. The aerial high tide photograph, along with point data collected during the low tide drone flight, will be georeferenced and used to inform the area of wetlands based on digital processing of the visual signatures of water surface and elevation.

Drone data will be primarily used to address AMS Performance Standards (PS's): 1-1, 1-2 and 1-5.

## **TASK 300 – FIELD DATA COLLECTION: VEGETATION, WETLAND AND HABITAT DATA**

During a consolidated field effort, the following data will be collected:

### ***Vegetation Transects***

To document species cover and richness (i.e., number of different species) across the approximately 8,550 linear feet of the AMS, vegetation cover and species richness will be sampled at 220, 1 meters squared (m<sup>2</sup>) quadrat locations along 22 transects that bisect the AMS. A baseline transect will be placed parallel along the center of the AMS and the location of the first bisecting transect will be randomly selected from within the dike breach area. Each subsequent transect will be spaced across the AMS to complete 22 total transects. Each transect will have 10 quadrat samples spaced equally across the transect so sampling spans the waterward, center and landward portions of the AMS. Each quadrat will be 1 m<sup>2</sup> in size. The percent cover of plant species within each quadrat occurring within delineated wetland and aquatic habitats will be recorded, and quadrates occurring within upland habitat will be visually assessed for development of wetland characteristics and qualitative invasive species presence (Snohomish County Class A and Class B designated species, as defined in PS 1-6). Plant species with less than 5 percent cover will be recorded as “trace” cover.

A handheld GPS unit will be utilized in navigating to each sampling location, and points will be recorded at each vegetation sample. This method will allow for an unbiased sample, providing greater coverage of the AMS, while also minimizing sampling-related impacts on vegetation development (i.e., repeated trampling within the same plots). Photo points will be collected from the end point of each transect looking towards the sampled vegetation.

Vegetation Transect data will be primarily used to address AMS PSs: 1-3, 1-4, 1-5 and 1-6.

### ***Wetland Sample Plots and Habitat Mapping Ground Truthing***

To delineate and map areas of wetland habitat in the AMS we will use a combination of aerial imagery and Light Detection and Ranging (lidar) elevations captured with a drone (Task 200), and wetland determination sample plot data collected during the vegetation transect monitoring effort.

The area of estuarine wetland habitat within the site will be identified based on the elevation of Mean Higher High Water (MHHW) as the USACE limit of jurisdiction for tidal areas. The occurrence of hydrology will be verified by reviewing the georeferenced high tide aerial imagery and corresponding tidal chart. The occurrence of hydric soils and salt-tolerant hydrophytic vegetation and/or mudflat will be field verified with wetland determination sample plot data based on routine-level wetland delineation methods using the *1987 Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory 1987<sup>2</sup>) as updated by the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (USACE 2010<sup>3</sup>) and the *Ecology's Washington State Wetlands Identification and Delineation Manual* (Ecology 1997<sup>4</sup>).

The number of wetland determination sample plots will be identified in the field based on results of the Year 5 wetland delineation and observed site conditions.

Wetland sample plots will be primarily used to address AMS PSs: 1-1 and 1-2.

### ***Spot Identification and Distribution of Cattails (*Typha* sp.)***

While traversing the site for vegetation transect monitoring and wetland sample plots, instances of cattail species (*Typha* sp.) will be visually assessed for general patch density and species composition. As described in the May 30, 2024, Performance Standard 1-5 Memorandum<sup>5</sup>, assessment of cattail distribution across the AMS will be accomplished through assessment of aerial imagery combined with vegetation transect data. During the field data collection, cattail patches as depicted in Figures 5A and 5B of the memorandum will be visually assessed for species density and composition, either through formal vegetation transect quadrates (when the two coincide based on random transect placement method), or a patch scale visual assessment for patches without transect data. Field species ID and patch species composition data will be used to inform the drone aerial imagery analysis for cattail patch contraction and expansion.

Cattail Identification and Distribution will be primarily used to address AMS PS: 1-5.

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<sup>2</sup> Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

<sup>3</sup> United States Army Corps of Engineers (USACE), 2010, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, ed. J.S. Wakeley, R. W. Lichvar, and C.V. Noble. ERDC/EL TR-10-3. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

<sup>4</sup> Washington State Department of Ecology (Ecology). 1997. Washington State Wetlands Identification and Delineation Manual. Ecology Publication #96-94. March 1997.

<sup>5</sup> GeoEngineers Inc.. 2024. Memorandum to Heather Griffin. Diking Improvement District No. 5 Smith Island Estuary Restoration Advance Mitigation Site – Performance Standard 1-5 Cattail Management, Everett, Washington. GEI File No. 0661-128-02. May 30, 2024.

## TASK 400 – YEAR 7 MONITORING REPORT

The Year 7 Mitigation Monitoring Report will be submitted to the City for distribution to appropriate agencies by the end of the calendar year in which monitoring occurred. The report will contain the following specific sections per the approved Advanced Mitigation Plan (AMP) (ICF 2019<sup>6</sup>), previous work on the project and feedback from agencies on previous reporting.

- An introductory section with project background information and a summary of site conditions.
- Monitoring activities conducted during the year with a description of the methods used, the results of the monitoring, a discussion of the results and the progress achieved toward meeting the associated performance standards, and overall site goal.
- Results and discussion of the wetland delineation and habitat mapping effort.
- A summary of the overall progress toward meeting the goals and performance standards.
- Monitoring photographs.
- Detailed monitoring data.
- A set of four figures, including:
  - Site layout including sampling locations,
  - Wetland delineation,
  - Habitat classification and mapping, and
  - Site wide cattails – patch composition, expansion, contraction and distribution.

The report will also include a section on site closeout recommendations and a discussion of overall site success in meeting the goals of the project as defined in the approved AMP.

## TASK 500 – UNIDENTIFIED ADDITIONAL SERVICES (OPTIONAL)

GeoEngineers has included an optional task to provide services related to the Year 7 monitoring effort that may include coordination, review and quality control of data, attending additional meetings with agency staff, various site visits or providing additional monitoring and reporting support. A fee estimate of \$10,000 was used as a placeholder, to authorize this task, an updated description of work for this task must be approved in writing by the City Project Manager.

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<sup>6</sup> ICF International (ICF). 2019. Diking District 5, Smith Island Estuary Restoration Advance Mitigation Plan. Prepared for City of Everett Public Works Department on behalf of Diking Improvement District #5. September 2019.



## Assumptions

- The site will be accessible by watercraft during the growing season.
- Field data collection will be conducted by two (2) biologists.
- One round of report review and revisions are anticipated between Draft and Final and will not require additional field data collection.
- One round of agency comment responses are anticipated following the final report submission, and will not require additional field data collection.
- Field identification of cattail species (*Typha* sp.) will follow guidance presented in the Washington State Noxious Weed Control Board's Draft Written Findings on *Typha*<sup>7</sup>.

## Deliverables

- Draft Year 7 Mitigation Monitoring report,
- Final Year 7 Mitigation Monitoring report, and
- Monitoring data files in native format.

## Fee Estimate and Terms

We plan to begin work in early summer, conduct field work in mid to late summer and provide draft report in fall of 2025. We will keep you apprised of project status and conditions that may significantly affect our scope and estimate. Our services will be completed in accordance with the terms described in our General Conditions, which are attached and form a part of this proposal. Please review our General Conditions carefully and advise us if you have any questions or desire to modify the terms of our agreement.

The estimated fee for our services will be determined using the rates contained in our Standard Schedule of Charges, which also is attached as part of this proposal. The following table summarizes our estimated fees.

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<sup>7</sup> Washington State Noxious Weed Control Board (WSNWCB). 2013. Written Findings of the Washington State Noxious Weed Control Board, Draft July, 2013.

**TABLE 1. SUMMARY OF FEES**

DESCRIPTION	FEE
<b>Task 100 – Project Management and Coordination</b>	
General project management and coordination	\$2,000
Credit ledger and credit release	\$6,500
<b>Estimated Task 100 subtotal</b>	<b>\$8,500</b>
<b>Task 200 – Drone Data Collection</b>	
Background data and flight planning	\$1,500
Field work	\$4,000
Data processing	\$5,500
<b>Estimated Task 200 subtotal</b>	<b>\$11,000</b>
<b>Task 300 – Field Data Collection</b>	
Field preparation, planning, and scheduling	\$2,000
Data collection	\$24,000
<b>Estimated Task 300 subtotal</b>	<b>\$26,000</b>
<b>Task 400 – Annual Monitoring Report</b>	
Draft monitoring report and data analysis	\$14,500
Comment response from City, DID5, and Ecology	\$5,500
Final monitoring report	\$2,500
<b>Estimated Task 400 subtotal</b>	<b>\$22,500</b>
<b>Task 500 – Unidentified Additional Services (Optional)</b>	
Contingency task to cover unanticipated services	<b>\$10,000</b>
<b>Estimated Task 500 subtotal</b>	<b>\$10,000</b>
<b>Estimated Grand Total</b>	<b>\$78,000</b>

The total estimated fee for our services described above is \$78,000. Actual fee will be determined on a time-and expense basis. The estimated fee for our services will be determined using the rates contained in our standard Schedule of Charges, which also is attached as part of this proposal.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this proposal to provide our services. Please call if you have questions or require additional information.

Sincerely,  
GeoEngineers, Inc.



Courtney M. Stoker, PWS  
Biologist/Project Manager



Joseph O. Callaghan, PWS, CESCL  
Principal Biologist

CMS:JOC:tlm

Attachments:  
Schedule of Charges – GeoEngineers Standard 2024

One electronic copy submitted

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

# Schedule of Charges - 2024

## COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

<b>PROFESSIONAL STAFF</b>		
Staff 1 Scientist	\$	146/hour
Staff 1 Engineer	\$	154/hour
Staff 2 Scientist	\$	167/hour
Staff 2 Engineer	\$	175/hour
Staff 3 Scientist	\$	191/hour
Staff 3 Engineer	\$	198/hour
Project Scientist 1	\$	220/hour
Project Engineer 1	\$	228/hour
Project Scientist 2	\$	228/hour
Project Engineer 2	\$	234/hour
Senior Engineer/Scientist 1	\$	255/hour
Senior Engineer/Scientist 2	\$	279/hour
Associate	\$	292/hour
Principal	\$	320/hour
Senior Principal	\$	340/hour
<b>TECHNICAL SUPPORT STAFF</b>		
Administrator 1	\$	103/hour
Administrator 2	\$	119/hour
Administrator 3	\$	136/hour
CAD Technician	\$	132/hour
CAD Designer	\$	155/hour
Senior CAD Designer	\$	180/hour
GIS Analyst	\$	165/hour
Senior GIS Analyst	\$	180/hour
GIS Coordinator	\$	200/hour
*Technician	\$	114/hour
*Senior Technician	\$	136/hour
*Lead Technician	\$	146/hour
Geotechnical Construction Specialist	\$	191/hour
Environmental Database Manager	\$	226/hour
Health and Safety Specialist	\$	146/hour
Health and Safety Manager	\$	200/hour

\*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

## Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

## OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**All rates are subject to change upon notification.**

**EXHIBIT B**  
**PROFESSIONAL SERVICES AGREEMENT**

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

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

Name	Title	Rate
See attached	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

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

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

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

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





# GeoEngineers-2024 Year 7 DID5 AMS Monitoring-PSA-HG-SD

Final Audit Report

2025-01-09

Created:	2025-01-09
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