Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, February 12, 2025
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: February 5, 2025

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of $1,721,353.96 For The Period Ending January 25, 2025 Through January 31, 2025.

Documents:

RES_CLAIMS PAYABLE 1.31.25.PDF

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of $5,461,371.37 For The Period Ending January 25, 2025 Through January 31, 2025.

Documents:

2025 RESOLUTION FOR PAYROLL PAY PERIOD 03.PDF

(3) Award And Authorize The Mayor To Sign Change Order One To Request For Proposal 2019- 076 To The Timmons Group For The Cityworks Asset Management Support Project To Increase The Contract To $720,120.

Documents:

COMPUTERIZED ASSET MANAGEMENT EXTENSION.PDF

(4) Authorize The Mayor To Approve And Sign Amendments No.1 And No. 2 To Invitation For Bid #2023-157 Vehicle Upfit And Service Bodies With Al Van Equip NW Inc. And Aalbu Brothers Fabrication, Not To Exceed $1,000,000 Per Company, Per Year, Including Washington State Tax.

Documents:

VEHICLE UPFIT AND SERVIVE BODIES RENEWALS_ AALBU BROTHERS.PDF

(5) Award And Authorize 2025 Vehicle And Equipment Replacement Purchases From The Lowest-Priced, Best Available Source Through Competitively Bid Cooperative Contracts.

Documents:

2025 AWARD AND AUTHORIZE VEHICLES.PDF

(6) Authorize The Mayor To Sign The Region 1 SWAT Interlocal Agreement.

Documents:

2025 REGION 1 SWAT ILA.PDF

(7) Authorize The Mayor To Sign Amendment No. 1 To The 2022-2027 Professional Services Agreement With HDR Engineering, Inc. For Puget Sound Nutrient General Permit (PSNGP), NPDES Permit And Water Quality Support.

Documents:

HDR ENGINEERING, INC.-PUGET SOUND NUTRIENT GENERAL PERMIT, NPDES PERMIT AND WATER QUALITY SUPPORT-AMENDMENT NO. 1.PDF

(8) Approve Contract Change Order No. 3 To The Construction Contract With IMCO General Construction, Inc. For The Water Filter Plant Emergency Generator Replacement Project In The Amount Of $216,361.81 For A Revised Total Contract Amount Not To Exceed $5,937,451.90.

Documents:

IMCO-WFP EMERGENCY GENERATOR RPL-CHG ORDER 3.PDF

(9) Authorize The Mayor To Sign The PSA Amendment 2 With PACE Engineers Inc. In The Amount Of $238,860.15.

Documents:

PACE ENGINEERS INC_PSA AMEND NO. 2.PDF

(10) Authorize The Mayor To Execute A Professional Services Agreement With Bayley Construction LP For The Outdoor Multipurpose Stadium Project In The Amount Of $200,000, In Substantially The Form Provided.

Documents:

BAYLEY STADIUM EARLY WORK PSA.PDF

BRIEFING:

(11) Everett Chamber Of Commerce Update

Documents:

CHAMBER OF COMMERCE BRIEFING.PDF
GREATER EVERETT CHAMBER COUNCIL UPDATE PRES.PDF

BRIEFING & PROPOSED ACTION ITEM:

(12) CB 2501-11 – 1st Reading - Adopt An Ordinance Amending Chapter 20.08 Everett Municipal Code Relating To Noise Control. (3rd & Final Reading 2/26/25).

Documents:

CB 2501-11.PDF

ACTION ITEMS:

(13) Adopt A Resolution Approving The Everett Station District Business Improvement Area 2025 Budget.

Documents:

RES_ESDA BIA 2025 BUDGET.PDF

(14) Adopt A Resolution Authorizing 2025 Lodging Tax Expenditures As Recommended By The Lodging Tax Advisory Committee.

Documents:

2025 LTAC FUNDING RESOLUTION.PDF

(15) CB 2501-08 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Animal Shelter HVAC Controls Update."

Documents:

CB 2501-08.PDF

(16) CB 2501-09 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "36th Street CSO Storage And Regulator Modifications" And Repealing Ordinance No. 3902-22.

Documents:

CB 2501-09.PDF

(17) CB 2501-10 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Drew Nielsen Park Playground Replacement", Fund 354, Program 102 To Accumulate All Costs For The Project In The Amount Of $345,000.

Documents:

CB 2501-10.PDF

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. You may contact the Council office 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

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- 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 or call the Council offices at 425.257.8703.

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-.

EVERETT
WASHINGTON

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 January 25, 2025 through January 31, 2025, 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:

Fund	Department	Amount
001	City Council	9,241.53
002	General Funds	(2,744.26)
003	Legal	236.71
004	Administration	339.65
005	Municipal Court	1,001.23
007	Human Resources	487.46
009	Misc Financial Funds	43,142.10
010	Finance	1,129.62
015	Information Technology	153.89
021	Planning & Community Dev	68,362.14
024	Public Works-Engineering	3,653.15
026	Animal Shelter	216.19
030	Emergency Management	73.42
031	Police	22,312.24
032	Fire	27,556.64
038	Facilities Maintenance	335.67
	TOTAL GENERAL FUND	**$ 175,497.38**

Fund	Department	Amount
101	Parks & Recreation	10,323.22
110	Library	5,787.18
112	Community Theater	5,700.82
120	Public Works-Streets	26,729.17
126	MV-Equipment Rplc Reserve	13,627.60
130	Develop & Const Permit Fee	1,544.40
145	Real Property Acquisition	4,000.00
146	Property Management	23,947.89
148	Cum Reserve - Parks	323.91
152	Cum Reserve - Library	107.13
153	Emergency Medical Services	27,572.11
155	Capital Reserve Fund	49,555.84
156	Criminal Justice	302.09
197	CHIP Loan Program	1,005.76
198	Comm. Dev Block Grants	26,354.06
336	Water & Sewer Sys Improv I	28,812.52
354	Parks Capital Const.	19,177.90
401	Public Works-Utilities	643,256.77
425	Public Works-Transit	82,740.51
430	Everpark Garage	4,377.46
440	Golf	329,594.31
501	MVD - Trans Services	113,697.63
503	Self-Insurance	35,655.23
505	Computer Reserve	10,500.00
508	Health Benefits Reserve	15,543.80
637	Police Pension	17,255.06
638	Fire Pension	46,338.90
661	Claims	2,025.31
	TOTAL CLAIMS	1,721,353.96

_____
Councilperson introducing Resolution

Passed and approved this _____day of _____, 2025

_____
Council President

EVERETT
WASHINGTON

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 January 25, and checks issued January 31, 2025, 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	13,404.69	2,000.45
003	Legal	91,536.40	15,214.22
004	Administration	52,761.49	8,008.96
005	Municipal Court	81,682.61	12,514.47
007	Personnel	54,633.29	7,526.15
010	Finance	115,081.99	19,072.43
015	Information Technology	113,454.26	19,093.21
018	Communications and Marketing	18,588.26	3,069.86
021	Planning & Community Dev	115,981.89	19,497.94
024	Public Works	220,442.59	36,607.79
026	Animal Shelter	59,488.02	9,470.77
030	Emergency Management	8,669.04	1,457.61
031	Police	1,295,488.24	127,514.12
032	Fire	755,160.77	82,462.83
038	Facilities/Maintenance	100,119.56	16,880.54
101	Parks & Recreation	123,448.63	20,085.78
110	Library	105,047.51	17,725.53
112	Community Theatre	8,974.23	1,487.28
120	Street	74,439.02	12,514.94
153	Emergency Medical Services	444,539.83	47,350.17
197	CHIP	7,987.99	1,348.47
198	Community Dev Block	4,049.69	684.72
401	Utilities	948,686.75	158,199.41
425	Transit	539,792.55	89,859.41
440	Golf	24,408.37	4,126.77
501	Equip Rental	83,503.70	14,122.90
		$5,461,371.37	$747,896.73

_____
Councilperson Introducing Resolution

Passed and approved this _____ day of _____ , 2025.

_____
Council President

EVERETT | City Council Agenda Item Cover Sheet

Project title: Award and Authorize the Mayor to Sign Change Order One to Request for Proposal 2019-076 with Timmons Group for Cityworks Asset Management Support project

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 02/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Change Order #1

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:	Cityworks Asset Management Support
Partner/Supplier:	Timmons Group Inc.
Location:	Various
Preceding action:	10/30/2019 Authorize Release of Request for Proposal 2019-076 12/2/2020 Award and Authorize the Mayor to Sign Contracts with Timmons Group & Azteca Systems.
Fund:	401 Utilities

Fiscal summary statement:

On December 2, 2020, the City awarded Request for Proposal 2022-076 Computerized Asset Management System to Timmons Group Inc. in the amount of $639,455 and Azteca Systems, LLC as most advantageous to the City in the amount of $470,000 for an initial five-year (5) contract term and five (5) optional one-year terms.

Amendment #1 increases the Timmons contract from $639,455 to $720,140.00 and extends the contract for an additional optional year as allowed by the contract.

Project summary statement:

The computerized maintenance and asset management system (CMAMS) replaced previous systems and processes. The previous software, Cassworks, was at the end of its life and was no longer supported. The Public Works Department uses the new CMAMS system to support improved Asset Management practices.

Recommendation (exact action requested of Council):

Award and authorize the Mayor to sign Change Order One to Request for Proposal 2019-076 to the Timmons Group for the Cityworks Asset Management Support project to increase the contract to $720,120.

CHANGE ORDER

PROJECT INFORMATION

Project	47656 - Cityworks AMS Implementation	**Date**	December 13, 2024
Client Contact	Grant Moen 425-257-8947 GMoen@everettwa.gov	**Timmons Group Project Manager**	Lauren Sullivan (858) 254-3873 lauren.sullivan@timmons.com

Everett has requested a scope of work to add additional services to the existing contract with Timmons Group to implement the Cityworks Asset Management software. These services include modifying an integration to account for a software bug, assisting the City with filtering meter shut offs, and supporting the City's GIS department with the Cityworks application.

Everett has also requested general software support services through the end of the project contract. Timmons Group has provided a general support agreement for these services in Appendix A.

Timmons Group will provide the requested services outlined in the attached Scopes of Work. Services will be performed on a Time & Materials basis in accordance with the existing contract covering Post Go Live Support.

Services will be provided in a timely and efficient manner. Timmons Group will keep the City informed of the job status and any necessary modifications/addendums. Acknowledgment and Acceptance of this Letter of Agreement constitutes Scope of Work and fee schedule acceptance by the City and Timmons Group. Significant alterations or deviations from the SOW will be incorporated by written addendum.

Timmons Group will proceed upon receipt of this signed agreement.

Acknowledged & Accepted:

Client	**Timmons Group**
Date	Date

PURPOSE STATEMENT/OBJECTIVE

The City of Everett (City) is currently working with Timmons Group to implement the Cityworks asset management software solution. The project began in early 2021 and Cityworks went live in June 2023. Since Go Live, Everett requests additional support troubleshooting issues inside of the software, including report writing, assistance with software bugs, and support with GIS setup for use in Cityworks.

Within This Document

In this document, the City will find the following:

- Proposed Implementation Change
- Proposed Change to Project Schedule
- Cost Adjustment Summary

SCOPE OF WORK

IMPLEMENTATION CHANGE

The original agreement will be amended to the following:

Our scope of services will add additional hours to assist Everett with the following issues:

Area of Assistance	**Description of Issue**
UKG to Cityworks Integration	Work Cycles - Fix the issue when using the “Projected Start Date” from creating hourly Cityworks work orders. Mark Harmon was investigating, found the issue, needs to now reprogram a portion of the integration.
UKG to Cityworks Integration	Labor Records - Upload labor records from Cassworks that were overlooked. The upload file contains labor records for 2023 and 2024 that will need to be imported into Cityworks around the time we choose to go-live with the UKG integration. The list of labor entries from 2023 has ~70k records.
Year Prefix	Each year Everett would like to be able to trigger an update to work activities to begin with the upcoming year, ex. “2025108504”
Cityworks Mobile/Mobile Map Package	Maps display, but assets are not interactive/display as "not configured" in Cityworks Mobile.
CIS Status Codes displaying in Cityworks	City wishes to modify the integration to filter meter shut offs in Cityworks.
GIS Layers in both Mobile and Office	When using In Maps > Layer Search > Operation > using "select features from" > To: annotation in maps causes multiple items to display. These are extraneous and need parsed out of the list, extremely confusing to users.
Granite.Net Integration	City wishes to view the Structural Index Rating (SIR) from the integration in Cityworks. Timmons Group will work with CUES and City staff to resolve.
Reports	Streets Monthly Work Report
Reports	KPI Goals
Reports	ADA Compliance Analysis

GIS Updates from Work Activities	City is testing the process of having work activities (WO, SRs) update the GIS once closed inside the ESRI Geometric Network.

Additional Scope Tasks

Task 1: Technical Support (see Appendix A)

Services for these tasks will include, but are not limited to:

- Report writing, edits, or training on running the listed reports successfully
- Integration modifications
- Dashboard or inbox modifications
- Cityworks configuration or re-configuration
- GIS consulting
- Data transfer

City Responsibility – Everett will attend ad-hoc meetings and provide information to Timmons Group to facilitate resolution of each issue.

Deliverables – TG staff will respond to the issues above, meet with City staff, and resolve any issues wherever possible.

Assumptions – All communication regarding the issues above will be logged into Teamwork. Timmons Group staff will have full access to the Cityworks environment for configuration. If issues cannot be resolved due to decisions by City staff, status will be updated in Teamwork. Timmons Group cannot guarantee issue resolution for all issues above as described within the estimate provided.

PROPOSED TIMELINE

Timmons Group estimates 4-8 weeks to complete and deploy all items above. Tasks will be delivered in order of completion.

No timeline estimated for support agreement services – hours will be requested by the City as-needed and Timmons Group will adhere to the response times indicated in the agreement.

COST ADJUSTMENT SUMMARY

Impacts to existing budget:

The following table outlines our total cost for the additional proposed tasks:

Tasks	Hours	Cost	Comments
Integration, Reporting, GIS Assistance (see above)	85	$14,685.00	
General Software Support Services (see Appendix A)	400	$66,000.00	General support hours valid for use through end of project contract.
Total	**485**	**$80,685.00**	
Adjusted Project Budget		**$720,140.00**	CO1 Budget: $639,455.00 Original Project Budget: $639,455.00

Payment Milestones

Payment terms will follow those of the existing project contract between City and Timmons Group. City will be invoiced for hours used per month. Funds will be added to two new buckets indicated below**.**

Project Phase	Original Budget	Adjusted Budget	Comments

(new) 9009 Post Go Live Assistance	---	$14,685.00	To be billed monthly as-utilized. $165 per hour.
(new) 9010 Support Services Agreement	---	$66,000.00	To be billed monthly as-used through end of project contract. $165 per hour.

ASSUMPTIONS

Timmons Group is including the following assumptions as part of our scope of work.

1. Deliverables will be tested by Everett within ten (10) business days of delivery. Everett will evaluate the documentation, and previously accepted related functionality, against the agreed upon acceptance criteria to determine acceptance.
2. The Timmons team is responsible for all configuration and technical requirement testing, and will provide Project Manager, Technical Lead, and Business Analyst resources throughout the duration of the project to accommodate this change.
3. Everett is responsible for acceptance testing of all GIS and Cityworks functionality and will provide Project Manager and Subject Matter Expert resources.
4. Everett and Timmons teams are available throughout the duration of the project. Any impacts to availability of any team members from the teams may result in a delay in schedule.
5. Timmons and Everett will use a defined change management process for any changes in services above and beyond the agreed upon scope and cost pursuant to the existing contract executed between the City and Timmons.
6. The Timmons Project Manager and Everett Project Management teams will coordinate throughout the project on progress.
7. Everett will use Timmons tools to track progress, development, and general communication.

APPENDIX A: SUPPORT AGREEMENT

STATEMENT OF WORK

Support Services for Cityworks AMS and Associated Applications

PREPARED FOR

EVERETT

WASHINGTON

12/13/2024

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

This is a Support Agreement (the "Application Support Agreement") dated **12/6/2024** by and between **Timmons Group**, a **Virginia** corporation having its principal place of business at **1001 Boulders Parkway, Suite 300**, **Richmond**, **Virginia 23225** ("TIMMONS") and **City of Everett, WA** ("CUSTOMER") with an address of **2930 Wetmore Avenue, Everett, WA 98201.**

This software support agreement is for the following software, (the "Software") in this agreement:

Cityworks AMS Configuration and associated applications

The CUSTOMER would receive annual support for the maintenance and support of Cityworks AMS configuration and supporting applications developed by TIMMONS for the CUSTOMER.

Support as defined in this Scope of Work will conclude at a time when all contracted hours have been completed or December 31, 2026, whichever comes first.

The following are the terms and conditions under which TIMMONS provides Maintenance and Support (the "Support") for the Software indicated above.

1. **Support**
   A. **Hours of Support Availability**. Payment of the standard Support Charges (as defined in Section 5) entitles CUSTOMER to Support during the Principal Period of Maintenance ("PPM"). The PPM is an ten hour continuous daily time period between the hours of 8:00 AM and 6:00 PM, EST, Monday through Friday, excluding holidays or such holidays as observed locally by TIMMONS. All Support subsequently added shall have the same PPM. Requests made by the CUSTOMER outside of the PPM will be given all reasonable efforts to be completed by TIMMONS, with the understanding that availability should be planned ahead of time between TIMMONS and CUSTOMER if at all possible if work is needed outside of PPM hours.
   B. **Scope of Support.** Support includes the response to and resolution of CUSTOMER-encountered problems with the Software relating to TIMMONS configuration as reported to TIMMONS by the CUSTOMER. Resolution of CUSTOMER-encountered problems shall consist of (1) support provided through electronic support; or (2) correction of any defect in the Software program resulting from TIMMONS configuration or development that materially and adversely affects the use of the Software; or (3) delivery of workarounds limited to the current or immediate prior Software release. TIMMONS will use commercially reasonable efforts to respond to CUSTOMER requests according to the priority level of the request. TIMMONS will resolve the CUSTOMER's request as described in the request. Any rendering of supplemental maintenance Support by TIMMONS, including extended coverage, support, workarounds, or fixes that exceed the allotted contractual limit of hours, and upgrade of Software releases and consulting will be performed at TIMMONS discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to CUSTOMER at current prices and terms then in effect. The CUSTOMER will be proactively informed if the supplemental maintenance described above will exceed the Not to Exceed (NTE) amount described below and have an opportunity to decline the supplemental maintenance.
   C. **Support Limitations.** Any Support is dependent upon the use by CUSTOMER of unmodified Software (except as authorized by TIMMONS pursuant to a Professional Services Agreement) operated in accordance with TIMMONS' documentation.

2. **CUSTOMER's Responsibilities**.
   A. CUSTOMER is responsible for performing data and software back-ups in accordance with published documentation.
   B. CUSTOMER shall notify TIMMONS of any Software failure and shall allow TIMMONS reasonable access to the Software for performing Support. CUSTOMER must provide TIMMONS with secure access to the Software to perform remote support.
   C. CUSTOMER will designate no more than three (3) Authorized Contacts as trained System Administrators trained in the server architecture / environment, database, and supporting products installed, and familiar with the TIMMONS tools and applications purchased by the CUSTOMER. Support requests must be placed to TIMMONS by an Authorized TIMMONS contact.
   D. CUSTOMER will contact TIMMONS through the TIMMONS Support Portal: Teamwork.
      i. i. CUSTOMER will have the ability to request that TIMMONS place an hourly estimation for Support requests. CUSTOMER can approve Support requests at that time and TIMMONS will begin Support remediation with the understanding that requests may require more time than estimated.
      ii. CUSTOMER approved Support requests placed to TIMMONS through Teamwork may incur a minimum usage of two (2) support hours by the CUSTOMER regardless of the outcome of said request to account for investigation by TIMMONS.

3. **Limit of Liability.** TIMMONS will not be responsible to CUSTOMER for loss of use of the Software or data or for any other liabilities arising from the use, alterations, additions, adjustments or repairs which are made to the Software by third parties other than authorized representatives of TIMMONS, or at the direction of TIMMONS.

4. **Term and Applicability to Other Agreements.** The initial term of this Agreement shall commence upon acceptance of agreement and shall commence until all hours are used or December 31, 2026, whichever comes first. Thereafter, this Agreement shall not be renewed unless CUSTOMER notifies TIMMONS in writing at least thirty (30) days in

advance of the scheduled expiration date. TIMMONS reserves the right to terminate this Software Support Agreement upon written notice to CUSTOMER if any such alteration, addition, adjustment or repair adversely affects TIMMONS's ability to render Support to the Software.

5. **Support Fees**

Definition. "Support Fees" are the total annual charges for the Support Program set forth in the Scope of Work. After the initial term and upon forty-five (45) days written notice, TIMMONS may change its Support Charges then in effect. If the Support Charges are increased, CUSTOMER may terminate Support as of the effective date of such increase, upon thirty (30) days written notice to TIMMONS. If CUSTOMER does not terminate Support as provided for herein, the new Support Charge shall become effective on the date specified in the notice.

Fees. CUSTOMER agrees to pay those fees specified herein.
The fee of sixty-six thousand dollars ($66,000) for four hundred (400) hours of support at a billing rate of $165 per hour. If onsite support is required, then travel and lodging costs will be charged separately.

Invoices. Support Charges will be invoiced as used. CUSTOMER shall pay all invoices not in dispute in full within thirty (30) days of receipt of the invoice. All amounts payable under this Software Support Agreement shall be paid in United States Dollars.

Default. CUSTOMER will be in default if amounts not in dispute due within forty-five (45) days after receipt of invoice have not been paid or CUSTOMER fails to perform any of its obligations hereunder. CUSTOMER's default will constitute sufficient cause for TIMMONS to suspend or terminate Support under this Software Support Agreement.

6. **Limited Warranty.** The support obligations set forth in this software support agreement are in lieu of all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Support provided under this software support agreement does not assure the uninterrupted operation of the software. This software support agreement does not extend or replace the software warranty as defined in the software development agreement.

7. **Sole and Exclusive Remedy**. In the event that TIMMONS is unable after reasonable efforts to provide a correction or workaround, CUSTOMER may terminate this agreement.

8. **Insurance:** TIMMONS shall furnish to the CUSTOMER Certificates of: Insurance thirty (30) days written notice for any change, cancellation, or non-renewal.

By executing this agreement, CUSTOMER acknowledges that it has reviewed the terms and conditions listed below and agrees to be legally bound by each such agreement.

CUSTOMER, by its signature, acknowledges that this agreement contains certain limitations of liability and certain warranty disclaimers.

CITY OF EVERETT, WA	**TIMMONS GROUP**
_____	_____
Signature	**Signature**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

EVERETT | City Council Agenda Item Cover Sheet

Project title: Approve Amendments #1 and #2 to Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Amendment #1 with Al Van Equip NW Inc. and Aalbu Brothers Fabrication

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 2/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Amendment #1 - Al Van Equipment Northwest and Amendment #2 – Aalbu Brothers

Department(s) involved:
Procurement & Motor Vehicle Division

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
HB
Department head

Administration

Council President

Project:	Vehicle Upfit and Service Bodies
Partner/Supplier:	Al Van Equip NW Inc and Aalbu Brothers Fabrication
Location:	N/A
Preceding action:	12/6/23 Authorize Release of Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies 2/14/24 Award Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Services Agreement with Al Van Equip NW Inc. and Aalbu Brothers Fabrication 8/28/24 Award and Authorize the Mayor to sign Amendment #1 to Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies with Aalbu Brothers Fabrication only.
Fund:	501 or 401

Fiscal summary statement:

The award amount for the vehicle upfit and service body installation services is approximately $2,000,000 annually, including sales tax. This is split between the two companies awarded.

Project summary statement:

The Services Agreements include two (2) one-year extension options at the sole discretion of the City of Everett. The city has opted to exercise a one-year extension option in these amendments.

The Services Agreement authorizes city staff to request equipment to be installed on city-owned vehicles as needed. Vehicle equipment and fabrication companies provide equipment to build and install custom service bodies and miscellaneous auxiliary equipment on city-owned vehicles and truck chassis.

Annually, the City of Everett purchases several incomplete truck and van chassis, pick-up trucks, and empty but complete cargo vans destined to be made into service vehicles. These vehicles require upfitting into useful vehicles before they can be used for daily operations. Due to the critical nature of providing City services, certain department vehicles may be prioritized.

Recommendation (exact action requested of Council):

Approve Amendments #1 and #2 to Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and authorize the Mayor to sign Amendment #1 with Al Van Equip NW Inc. and Amendment #2 with Aalbu Brothers Fabrication, not to exceed $1,000,000 per company, per year, including Washington state tax.

AMENDMENT NO. 1
SERVICES AGREEMENT

This Amendment to 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 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	Al Van Equip NW Inc.
City Project Manager	Tony Cademarti
	TCademar@everettwa.gov
Original Agreement Date	March 1, 2024

AMENDMENTS	
New Completion Date	February 28, 2026

<table>
<tr><td>New Maximum Compensation</td><td>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.
<table>
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<tr><td>Compensation Added (or Subtracted) by this Amendment</td><td>Enter amount, if applicable</td></tr>
<tr><td>Maximum Compensation Amount After this Amendment</td><td>Enter amount, if applicable</td></tr>
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<tr><td>Changes to Scope of Work</td><td>Click for Dropdown Menu
Leaving selection as “Click for Dropdown Menu” means no change to Scope of Work.</td></tr>
<tr><td>Other Provisions</td><td>Enter other changes to the Agreement, if any.</td></tr>
<tr><td rowspan="3">Standard Amendment Provisions</td><td>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.</td></tr>
<tr><td>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.</td></tr>
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</table>

SIGNATURES ON FOLLOWING PAGE

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

CITY OF EVERETT
WASHINGTON

_____
Cassie Franklin, Mayor

_____
Date

ATTEST

_____
Office of the City Clerk

AL VAN EQUIP NW INC

Signature: _____

Name of Signer: John D Gracey
Signer's Email Address: john@alvanequip.com
Title of Signer: President

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

AMENDMENT NO. 2
SERVICES AGREEMENT

This Amendment to 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 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	Aalbu Brothers Fabrication
City Project Manager	Tony Cademarti
	TCademar@everettwa.gov
Original Agreement Date	March 1, 2024

AMENDMENTS	
New Completion Date	February 28, 2026

<table>
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SIGNATURES ON FOLLOWING PAGE

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

CITY OF EVERETT
WASHINGTON

_____
Cassie Franklin, Mayor

_____
Date

ATTEST

_____
Office of the City Clerk

AALBU BROTHERS FABRICATION

Signature: _____

Name of Signer: Francis Craven
Signer's Email Address: francis@aalbubrothers.com
Title of Signer: President

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

EVERETT | City Council Agenda Item Cover Sheet

Project title: Award and Authorize 2025 Vehicle and Equipment Replacement Purchases from the Lowest-Priced, Best Available Source through Competitively Bid Cooperative Contracts

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 02/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Vehicle and Equipment Replacement List

Department(s) involved:
Procurement & Motor Vehicle Division

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
HB
Department head

Administration

Council President

Project:	Award and Authorize 2025 Vehicle and Equipment Replacement Funds to Purchase Vehicles and Equipment
Partner/Supplier:	Various as listed in the Vehicle and Equipment Replacement List
Location:	
Preceding action:	2025 Vehicle and Equipment Replacement Budget Adoption
Fund:	Various

Fiscal summary statement:

The General Government and Enterprise funds have budgeted funds for vehicle and equipment replacement in 2025, which include new vehicle and equipment purchases and associated upfits.

- Amount budgeted:
  - General Government fund – 126: $1,094,000
  - Enterprise fund- $785,000

Due to volatile market conditions and supply chain challenges, manufacturers have continued to impose unexpected and short-order windows with limited availability of desired vehicles and equipment. Therefore, vehicle or equipment requests are time-sensitive and require immediate order placement.

To prevent ordering delays, staff requests authorization to purchase vehicles from appropriate, competitively bid contracts as needed using the remaining budget authority as shown in the attached 2025 Vehicle and Equipment Replacement list.

Project summary statement:

Vehicles and equipment owned by the city are replaced through an annual review process. The Motor Vehicle Division (MVD) generates a ten (10)-year replacement list through the fleet management system, assigning a score based on mileage, age, and lifetime maintenance costs. Based on these scores, MVD provides the 10-year replacement list to departments where vehicles and equipment are chosen to be replaced. A list is finalized and presented to the City Council for approval during the budget adoption process.

Original equipment manufacturers base their fiscal years on the federal fiscal year instead of the calendar year. This results in ordering windows opening later in the City's fiscal year and requires quick response to secure budgeted vehicles and equipment. Due to the changing nature of city work and the unavailability of some vehicles and equipment, departments may need to order different vehicles or equipment than initially anticipated. While the specific model of vehicle or equipment may change, the City will purchase from the lowest-priced, best-available source through competitively bid, cooperative contracts.

Recommendation (exact action requested of Council):

Award and authorize 2025 vehicle and equipment replacement purchases from the lowest-priced, best available source through competitively bid cooperative contracts.

Department	Vehicle Number	Vehicle Type Being Replaced	Mileage/Hours	Projected Replacement Vehicle	Budgeted Amount	Notes	Why Being Replaced **besides 15 max points in FASTER**
General Fund Departments							
Engineering-024	N/A	N/A	N/A	Automated Flagger Assistance Device (on a trailer)	$20,000	FLEET ADDITION	safety need; take flagger personnel out of the roadway
Engineering-024	N/A	N/A	N/A	Automated Flagger Assistance Device (on a trailer)	$20,000	FLEET ADDITION	safety need; take flagger personnel out of the roadway
Police - 031	P0325	2013 Ford Police Interceptor Utility	119,111	Ford Police Interceptor Utility	$80,000		
Police - 031	P0421	2017 Ford Police Interceptor Utility	109,432	Ford Police Interceptor Utility	$80,000		
Police - 031	P0392	2016 Ford Police Interceptor Utility	102,658	Ford Police Interceptor Utility	$80,000		
Police - 031	P0394	2016 Ford Police Interceptor Utility	96,715	Ford Police Interceptor Utility	$80,000		
Police - 031	P0359	2014 Ford Police Interceptor Utility	91,479	Ford Police Interceptor Utility	$80,000		
Police - 031	N/A	N/A	N/A	Ford Police Interceptor Utility	$80,000	FLEET ADDITION; am told officer was hired for this vehicle	
Police - 031	N/A	N/A	N/A	Ford Police Interceptor Utility	$80,000	FLEET ADDITION; am told officer was hired for this vehicle	
Police - 031	N/A	N/A	N/A	Ford Police Interceptor Utility	$80,000	FLEET ADDITION; am told officer was hired for this vehicle	
Police - 031	N/A	N/A	N/A	Ford Police Interceptor Utility	$80,000	FLEET ADDITION; am told officer was hired for this vehicle	
Police - 031	P0430	2018 Ford Police Interceptor Utility	100,121	Ford Police Interceptor Utility	$80,000	replaces totalled vehicle; addition to 2025 replacement list	vehicle totalled in accident; replacement approved by Bob Leonard
Police - 031	P0272	2007 Dodge Grand Caravan	100,560	Chevrolet Colorado Pick-up Truck	$60,000	may become Chevy Blazer EV demo instead; pending Police decision	
Police - 031	P0323	2008 Jeep Grand Cherokee	103,901	TBD undercover vehicle	$50,000		
Police - 031	TBD	TBD	TBD	Chevrolet Equinox	$45,000	carried over from 2024 budget per Police request; previously was Ford Escape	unit being replaced not yet determined; was approved in 2024 as same
Police - 031	TBD	TBD	TBD	Chevrolet Equinox	$45,000	carried over from 2024 budget per Police request; previously was Ford Escape	unit being replaced not yet determined; was approved in 2024 as same
Police - 031	M0069	2009 Genie TML-4000N Lighting Trailer	303 hours	Stalker Radar Trailer	$14,000	possible purchase; TBD	
Parks - 101	S0137	2013 Toro 3280-D Ride-on Mower	2428 hours	Zero-turn Ride-on Mower	$40,000	non-Toro ride-on mower will be procured	already suplused in 2023
126 Replacement (General) Fund Budgeted Total:					**$1,094,000**		
Non-General and Enterprise Fund Departments							
Utilities - 401	J0084	2008 Ford F-550 CUES Sewer Camera Truck	33,157	new Ford F-550 CUES Sewer Camera Truck	$650,000	cost includes complete system with truck	current camera system obsolete
Golf - 440	S0124	2001 John Deere 2653 Mower	4163 hours	Turfco Top Dresser	$20,000	Legion- will be ordered if funding is available; Pac. Golf and Turf is dealer	
Golf - 440	M0006	1994 Toro 9110 Aerator	N/A	no replacement	N/A	Legion- will be ordered if funding is available	allows S0136 to be retained when M0076 is replaced
Golf - 440	M0030	2000 John Deere TC125 Sweeper	N/A	like John Deere Sweeper	$40,000	Walter Hall- will be ordered if funding is available	
Golf - 440	S0092	2002 ExMark XP 60" Mower	3,428	like mower	$75,000	Water Hall- will be ordered if funding is available	
Various Non-General and Enterprise Funds Budgeted Total:					**$785,000**		
TOTAL AMOUNT REQUESTED:					**$1,879,000**		

Cooperative Contract	Supplier	Contract Name
COE 2025-017/Snohomish County #24-031RB	Pierre Ford of Lynnwood	Fleet Vehicles, Ford (Various Types)
COE 2025-005/WA DES 28423	Northsound Auto Group, Jerry Smith, Corwin Ford, Bud Clary Ford/Hyundai, Bud Clary Chevrolet, RWC International	Motor Vehicles
COE 2021-128/Sourcewell 121918-TKI	Pape Machinery	Trailers
COE 2018-099/WA DES #00816	Trailer Boss	Trailers
COE 2015-117/WA DES #05218	John Deere/Western Equipment Distributors (Toro)/RMT Equipment (Jacobsen)/Etc.	Lawn and Grounds Equipment
COE 2020-020/WA DES #00218	Applied Concepts (Stalker Systems)	Police Radar, Lidar Speed Enforcement & Speed Advisory Systems
COE 2018-097/WA DES #04616	Coral Sales Co. / Traffic Safety Supply Company	Traffic Equipment

EVERETT | City Council Agenda Item Cover Sheet

Project title: 2025 Region 1 SWAT Interlocal Agreement Approval

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 02/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
2025 Region 1 SWAT ILA

Department(s) involved:

Contact person:
John DeRousse

Phone number:
425-257-8408

Email:
jderousse@everettwa.gov

Initialed by:
JD
Department head

Administration

Council President

Project:	Region 1 SWAT
Partner/Supplier:	Snohomish County and City of Lake Stevens
Location:	N/A
Preceding action:	N/A
Fund:	N/A

Fiscal summary statement:

This Interlocal agreement is between the Snohomish County Sheriff's Office (SCSO), City of Lake Steven Police Department (LSPD) and the City of Everett Police Department (EPD), regarding each party's performance and participation in the Region 1 SWAT Team. The contribution rates of each agency are listed below:

- SCSO = $39,188
- EPD = $39,188
- LSPD = $4,125

Project summary statement:

This Interlocal agreement between SCSO, LSPD and EPD establishes the Region 1 SWAT Team to maintain a multi-jurisdictional cooperative team to effectively respond to high-risk criminal incidents. This will aid in achieving increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training. The ILA has a two year term, contingent on 2026 budget approval by each agency's legislative authority for the second year.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Region 1 SWAT Interlocal Agreement.

INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (REGION 1 SWAT) COOPERATION

This INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM ("SWAT") COOPERATION (this "Agreement") is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, the CITY OF EVERETT, a municipal corporation of the State of Washington, and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington (collectively referred to as "Participating Agencies").

RECITALS

A. The Participating Agencies are public agencies as defined by chapter 39.34 RCW and chapter 10.93 RCW, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

B. Incidents of a serious criminal nature occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on the Participating Agencies respective to each party's resources. The parties believe these resources are economically served by forming a regional Special Weapons And Tactics Team (hereinafter "SWAT").

C. Through this Agreement the Participating Agencies intend to combine their respective SWAT resources to form a single regional SWAT Team. The regional SWAT team (hereinafter "Region 1 SWAT") shall be specially structured, trained and equipped to respond to and resolve high risk criminal activity occurring within each Participating Agency's jurisdiction.

D. The Participating Agencies desire to achieve increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. TERM

1.1 Initial Term

The initial term of this Agreement shall govern the parties performance beginning on January 16, 2025, ("Effective Date") and continuing for two (2) years from the Effective Date of this Agreement, provided however that the parties' obligations after December 31, 2025, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with each parties' Charter and applicable law. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by the parties, and (ii) either filed with the Snohomish County Auditor or posted on one of the party's Interlocal Agreements webpages or other electronically retrievable public source.

1.2 Extensions

The term of this Agreement may be extended for up to two (2) additional terms of one (1) year each (respectively, the "First Additional Term" and "Second Additional Term"). Extension of the Agreement shall be automatic unless one of the parties provides written notice of withdrawal/termination as more fully described in Section 15 of this Agreement.

2. ESTABLISHMENT AND PURPOSE OF THE REGION 1 SWAT TEAM

The ability to safely control, contain, and resolve high risk criminal incidents that require the application of specialized equipment, training and tactics, including but not limited to barricaded subjects, hostage situations, high risk felony arrests, high risk search warrants, dignitary protection, as well as other incidents identified by the Urban Area Security Initiative ("UASI") grant program, has strained the resources of the Participating Agencies. Law enforcement efforts directed at these high-risk criminal incidents have, for the most part, been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to respond to and resolve specific high risk criminal incidents is anticipated to result in more effective pooling of personnel, improved utilization of Participating Agencies funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This cooperation results in improved services for the citizens of all participating jurisdictions, increased safety for team members and the community, and improved cost effectiveness. Therefore, the Participating Agencies hereby establish a Region 1 SWAT Team to effectively address the concerns described above.

3. REGION 1 SWAT TEAM BOARD

The parties hereby create the Region 1 SWAT Team Board (hereinafter referred to as the "Board") to direct the SWAT Team. The Board shall be comprised of the Snohomish County Sheriff and Police Chiefs of Participating Agencies. The Board shall have decision-making

authority and will approve changes to standard operating procedures ("SOP") and appointments of personnel to Region 1 SWAT. The Board shall also evaluate the performance of the Team and review the annual SWAT budget.

All Board decisions, except those related to the SWAT SOP, shall be made by a majority of voting members of the Board, provided a quorum of three (3) voting Board members are present. The Board will meet at least once annually.

The Snohomish County Sheriff, or their designee, shall have one (1) vote. The Everett Police Chief, or their designee, shall have one (1) vote. The "At Large" agency's Police Chief, or their designee, shall have one (1) vote. The "At Large" agency is the Participating Agency, other than the Snohomish County Sheriff or Everett Police Department, that has the most personnel actively assigned to the SWAT Team at the time a vote is taken. In the event that two or more Participating Agencies, other than the Snohomish County Sheriff or Everett Police Department, have the same number of personnel actively assigned to SWAT at the time a vote is taken, the At Large agency shall be the agency that became a Participating Agency first. The At Large agency shall seek input from Participating Agencies that do not have a vote, if any exist, before casting its vote.

Nothing in this designation limits the Participating Agencies from independently approving or disapproving any proposed budget or other obligation not resolved in this agreement.

4. REGION 1 SWAT TEAM STRUCTURE

4.1 Region 1 SWAT Team has an operational goal of having a minimum of thirty-six ("36") total personnel made up of tactical operators, crisis negotiators and support personnel. The SWAT Commander will determine the composition of the team, as delineated in the SWAT SOPs.

4.2 The Board will select a SWAT Team Commander from Participating Agency personnel. The SWAT Commander shall have the following responsibilities:

- 4.2.1 Providing oversight of all SWAT tactical operations and shall be responsible for validating and approving tactical plans and actions.
- 4.2.2 No later than the end of the second quarter of each year, submitting a proposed operational budget for approval to the Board, including anticipated team training and equipment purchase requests for the following year.
- 4.2.3 No later than the end of the first quarter of each year, presenting an annual report to the Board outlining the prior year's training, missions, personnel changes, and major equipment acquisitions.
- 4.2.4 Recommending appointments for the positions of Deputy SWAT Team Commander and SWAT Team Leader(s) to the Board, which shall have the authority for final appointment approval.

4.3 Participating Agencies agree that personnel selection processes, training standards and requirements will minimally meet the standards outlined in the SOP. Nothing in this Agreement shall prohibit any Participating Agency from requiring additional agency specific qualification standards and/or training requirements beyond those required by the SOP.

4.4 All Participating Agency personnel assigned to SWAT remain employees of their respective agencies when activated as members of the SWAT Team. Each Participating Agency shall be solely and exclusively responsible for the compensation, benefits, and training expenses their personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Participating Agency. Each Participating Agency shall be responsible for ensuring compliance with all applicable laws regarding employees and with any applicable collective bargaining agreements, civil service rules and regulations.

5. TEAM COMMAND: ACTIVATION AND DEPLOYMENTS

5.1 SWAT Commander

5.1.1 The SWAT Commander has overall operational responsibility and tactical command during deployments. The SWAT Commander shall keep the Incident Commander, when such is designated, informed of the status of the incident.

5.2 Deputy SWAT Commander(s)

5.2.1 The Deputy SWAT Commander(s) will report to the SWAT Commander.
5.2.2 The Deputy SWAT Commander will be responsible for developing tactical plans.
5.2.3 In the absence of the SWAT Commander, the Deputy SWAT Commander shall assume the functions/responsibilities of the SWAT Commander.

5.3 Team Leader

5.3.1 The Team Leader is responsible for the deployment of the Team and directing what Team personnel and assets will be required.
5.3.2 The Team Leader is responsible for execution of the tactical plan in the field.
5.3.3 In the absence of the Team Leader, a qualified Squad Leader shall be designated by the SWAT Commander to perform as the Team Leader.

5.4 Nothing in the section shall prohibit or otherwise prevent the parties from sending designated supervisory personnel to any deployment for the purpose of monitoring and/or evaluating their agency's personnel, training, and or equipment. During a deployment, operational command will follow the Standard Operating Procedures (See section 6 following) developed for the SWAT Team.

6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES

The parties will cooperatively develop Standard Operating Procedures ("SOP") for the Region 1 SWAT Team. The SOP will be annually reviewed and approved by the Board. At a minimum, the SOP shall address: Selection criteria, appointment to the team, team composition, command structure, and team activation.

7. COST SHARING/BUDGET AND FINANCE

It is the intent of the parties that operational, training, and equipment costs of Region 1 SWAT be shared equitably among the parties. Notwithstanding any contrary provisions of this Agreement between parties, the parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the Team as follows:

7.1 For purposes of general administration, the City of Everett is designated as the Host police department. The City of Everett will coordinate budgetary expenditures with all Participating Agencies.

7.2 The City of Everett will establish a single Region 1 SWAT budget. All direct Region 1 SWAT costs determined by the Board will be expensed from the Region 1 SWAT budget. See Appendix A.

7.3 By the end of the first quarter of each year, the Participating Agencies will provide an amount of money determined by the Board and approved through the budget processes of each Participating Agency's legislative body, for necessary purchases per calendar year for approved operational expenditures.

7.4 The City of Everett shall maintain a tracking of all SWAT related costs and expenditures made during a calendar year. For purpose of this Agreement, salary and benefits shall not be tracked or considered part of the Region 1 SWAT budget.

7.5 The Participating Agencies agree that any monies remaining in the Region 1 SWAT fund at the end of the year will be held by the City of Everett for the benefit of the Participating Jurisdictions and used to support Region 1 SWAT operations with the approval of the Board.

7.6 During unusual occurrences emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and by agreement of the Board. These expenses will be incurred only out of operational necessity (i.e., supplies related to a Region 1 SWAT operation).

8. GRANT FUNDING

The Participating Agencies recognize the need to seek financial assistance through various grant programs. The administration and management of the grant, and related equipment obtained from grant funds, shall be the responsibility of the agency which applies for the grant. Grant management includes any matching funds, distribution agreements, audit, and reporting requirements as the recipient or sub-recipient.

9. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing one or more Region 1 SWAT activities.

9.1 Participating Agency Equipment Requirements

All costs associated with the initial and continued outfitting of a SWAT Team member, including but not limited to, clothing and weapons, shall be the responsibility of the team member's employing agency. This equipment shall remain the property of the purchasing Participating Agency. The maintenance and replacement of individual team member's equipment shall be the responsibility of the employing Participating Agency.

The parties do not intend to restrict personnel operating under this Agreement from utilizing any equipment, gear or weapons owned by another Participating Agency as may be directed by the SWAT Commander consistent with the guidelines of the SOP.

9.2 Care and Maintenance of Other Participating Agency Equipment

A party receiving another party's Equipment shall be responsible for the proper care, use, maintenance, and security of the Equipment from the time the receiving party receives the Equipment until the Equipment is returned to the providing party. Should any Equipment be returned to a providing party in a damaged or deteriorated condition (not attributable to normal wear and tear during proper use), the party that returned the Equipment in a damaged or deteriorated condition shall pay the party that provided the Equipment the costs of repairing or replacing the Equipment at issue.

9.3 Use and Operation

The parties agree that equipment provided under this agreement shall only be used by personnel qualified in its use through appropriate training and/or supervision.

9.4 Equipment Disposition Upon Withdrawal/Termination

In the event a Participating Agency withdraws from this Agreement in accordance with Section 15, Equipment that was paid for and/or provided by that Participating Agency pursuant to this Agreement, including but not limited to vehicles, equipment, firearms, ammunition, and Class C low explosives, shall belong to and shall be returned to the withdrawing Participating Agency. Equipment that was jointly purchased by Participating Agencies will remain with and be available for use by the SWAT Team until such time that the Agreement is terminated in its entirety.

Upon termination of the Agreement, Equipment used and/or in the possession of the SWAT Team pursuant to this Agreement, including but not limited to vehicles, equipment, firearms, ammunition, and Class C low explosives, shall belong to and shall be returned to the Participating Agency that provided or paid for such items. Items that were jointly purchased by the Participating Agencies will be distributed by the Board.

10. COVENANT TO COOPERATE

The Participating Agencies covenant to the other parties to this Agreement that it shall use good-faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

11. COMPLIANCE WITH LAWS

The Participating Agencies shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

12. INTERLOCAL COOPERATION ACT (Chapter 39.34 RCW)

The purpose of this Agreement is to establish and maintain a multi-jurisdictional cooperative SWAT Team to effectively respond to high-risk criminal incidents. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any party in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

13. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold every other party and its agents, employees harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that other parties may incur or pay out by reason of any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other parties, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

14. NOTIFICATION OF CLAIMS AND LAWSUITS

In the event that a lawsuit is brought against a Participating Agency, its officers or employees for actions arising out of their conduct in support of SWAT Team operations, it shall be the duty of each said party to notify the other parties that said claims or lawsuit has been initiated.

15. WITHDRAWAL/TERMINATION

Any party may withdraw from and terminate participation in this Agreement for any reason by providing written notice to the other parties sixty (60) days prior to the effective date of withdrawal/termination. Withdrawal during any calendar year shall not entitle the withdrawing party to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing party for any calendar year. Termination of this Agreement and/or withdrawal of party shall not terminate Sections 13 and 14 with respect to the withdrawing party's obligations as to any incident arising prior to the withdrawal of the party.

The Board may terminate this Agreement at any time. Such termination shall be set forth in writing signed by a majority of the Board. Termination of this Agreement shall be effective on the date of the vote, except as provided in this section of the Agreement.

16. RECORDS

16.1 All records relating to the performance of this Agreement shall be available for full inspection and copying by any Participating Agency. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

16.2 Public Records Requests

Each Participating Agency shall be responsible for retaining and producing the records it creates, owns, or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW).

17. NOTICES/ADMINISTRATOR

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to another party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery. All such communications shall be addressed to the appropriate Administrator of this Agreement, who are designated as follows:

To the County:	The City of Lake Stevens:	To Everett:
Snohomish County Sheriff's Office 3000 Rockefeller Avenue, M/S 606 Everett, WA 98201 Attention Special Operations Bureau Chief Telephone: (425) 388-3467 Email: contact.sheriff@snoco.org	The City of Lake Stevens 1825 S. Lake Stevens Rd Lake Stevens, WA 98258 Attention Chief of Police Telephone: 425-622-9378 Email: lspd@lakestevenswa.gov	The City of Everett 3002 Wetmore Ave. Everett, WA 98201 Attention Special Operations Lieutenant Telephone: (425) 257-8460 Email: police@everettwa.gov

Any party hereto may, by reasonable notice to the other parties, designate such other address, or telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

18. ADDITIONAL PARTIES

Additional governmental entities, including but not limited to, other municipal corporations and/or counties, may, in the future, elect to participate in the Region 1 SWAT Team established by this Agreement by executing an addendum to this

Agreement, substantially in the form attached hereto as Appendix B. In order to become effective, each such addendum must be executed by the party desiring to begin participation in the Region 1 SWAT Team and all current parties to this Agreement. The additional party must file the addendum with the Snohomish County Auditor or post it on the additional party's Interlocal Agreements webpage or other electronically retrievable public source.

19. MISCELLANEOUS

19.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

19.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

19.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

19.4 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

19.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by another party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by any party of any particular Default constitute a waiver of any other Default or any similar future Default.

19.6 Assignment

This Agreement shall not be assigned, either in whole or in part, by any party without the express written consent of the other parties, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

19.7 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

19.8 Appendices

The following Appendices, which are attached to this Agreement, are incorporate herein and by this reference made a part of this Agreement:

Appendix A – Identifying Region 1 SWAT Costs
Appendix B – Addendum Adding an Additional Party

19.9 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By

Name: _____
Executive

Recommended for approval:

By

Name: _____
Sheriff

Name: _____
Risk Management

Approved as to Form:

_____
Deputy Prosecuting Attorney

Address for Notice:
Snohomish County Sheriff's Office
3000 Rockefeller Avenue M/S 606
Everett, WA 98201

CITY OF EVERETT:

The City of Everett, a Washington municipal corporation

By

Name: _____

Title: _____

Recommended for approval:

By

Name: _____
Chief of Police

Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

Address for Notice:
Chief of Police
Everett Police Department
3002 Wetmore Avenue
Everett, WA 98201

CITY OF LAKE STEVENS:

The City of Lake Stevens, a Washington municipal corporation

By

Name: _____

Title: _____

Recommended for approval:

By

Name: _____
Chief of Police

Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

Address for Notice:
Chief of Police
Lake Stevens Police Department
1825 S. Lake Stevens Road
Lake Stevens, WA 98258

Appendix A

For the purpose of developing an annual agency contribution toward Region 1 SWAT, the total current non-labor related costs that include ammunition, specialty munitions, and other range related costs will be apportioned to each participating agency. On an annual basis, the Board will convene to discuss and determine agency contribution rates. Generally, an agency with more than 100 sworn personnel will contribute the highest amount, not to exceed 50% of the fund balance. Agencies with less than 100 sworn personnel will contribute an amount determined by the Board, but not less than 5% of the fund balance.

By the end of the 1st quarter of each year, Participating Agencies will contribute the amount of funds determined by the Board to be deposited into the Region 1 SWAT Fund. Participating Agencies agree to leave any monies left over from that year in the Region 1 SWAT Fund balance set up by the host agency, which will be held in the account to supplement/augment Region 1 SWAT organizational operations with the approval of the Board.

During the first year of the Agreement, the Board has determined the following contribution rates:

Agency	Contribution Rate
SCSO	47.50%
EPD	47.50%
LSPD	5.00%
	0.00%
	0.00%

Annual SWAT Fund	$82,500

Agency	Contribution Rates
SCSO	**$39,188**
EPD	**$39,188**
LSPD	**$4,125**

SWAT Commander budget request:

By the end of the 2nd quarter of each calendar year, the SWAT Commander will submit a proposed operational budget request for approval to the Board, itemizing anticipated team/specialty training and team equipment purchase requests for the following budget cycle. The list should include items approved by the Board (i.e., specialty munitions, general operating supplies, paper targets, training)

All communications relating to the Region 1 SWAT Fund shall be addressed to the appropriate Administrator or host agency as follow:

Everett Police Department
3002 Wetmore Avenue
Everett, WA 98201
Attention: Accounts Receivable (425) 262-2144
police@everettwa.gov

Appendix B

ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (REGION 1 SWAT) COOPERATION

THIS ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM ("SWAT") COOPERATION (this "Agreement") is made and entered into as of this ____day of _____, 20__ (the "Effective Date"), by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, the CITY OF EVERETT, a municipal corporation of the State of Washington, and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, and ***[INSERT NAME]***, a municipal corporation of the State of Washington (collectively referred to as "Participating Agencies").

RECITALS

A. The Participating Agencies are public agencies as defined by chapter 39.34 RCW and chapter 10.93 RCW, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

B. Incidents of a serious criminal nature occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on each party's resources. The parties believe these resources are economically served by combining resources to form a cooperative Special Weapons and Tactics Team (hereinafter "SWAT").

C. The regional SWAT team (hereinafter "Region 1 SWAT") shall be specially trained and equipped to respond to and resolve high risk criminal activity occurring within each Participating Agency's jurisdiction.

D. The parties now desire to achieve increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Appendix B

1. ADDITION OF PARTY TO THE AGREEMENT

[INSERT NAME] is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term "Participating Agency" shall henceforth be deemed to include ***[INSERT NAME]***. All terms and conditions of the Agreement applicable to the Participating Agency shall now also apply to ***[INSERT NAME]***.

2. RATIFICATION

Except as expressly modified by this Addendum, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

EVERETT | City Council Agenda Item Cover Sheet

Project title: Amendment No. 1 to the 2022-2027 Professional Services Agreement with HDR Engineering, Inc. for Puget Sound Nutrient General Permit (PSNGP), NPDES Permit and Water Quality Support

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 02/12/25
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Amendment

Department(s) involved:
Public Works

Contact person:
Jeff Marrs

Phone number:
(425) 257-8967

Email:
jmarrs@everettwa.gov

Project:	Puget Sound Nutrient General Permit (PSNGP), NPDES Permit and Water Quality Support
Partner/Supplier:	HDR Engineering, Inc.
Location:	Everett
Preceding action:	Original PSA, January 18, 2023
Fund:	401 – Water and Sewer Utility Fund

Fiscal summary statement:

Amendment No. 1 makes no changes to the expenditures or budget.

Project summary statement:

HDR Engineering, Inc. currently assists the City in Puget Sound Nutrient General Permit (PSNGP) permit compliance and annual report development, National Pollutant Discharge Elimination System (NPDES) permit renewal, and technical support for current and emerging water quality compliance requirements for the Water Pollution Control Facility.

On November 21, 2024, the City was issued a new NPDES permit, effective January 1, 2025. The new NPDES permit requires a substantial number of new activities and submittals under the new PBDE Reduction Program. In addition, new monitoring is required for PFAS and other compounds.

Amendment No. 1 to the 2022-2027 Professional Services Agreement with HDR Engineering, Inc. for Puget Sound Nutrient General Permit (PSNGP), NPDES Permit and Water Quality Support expands the current scope to define additional support activities under Task 5.1 required by the issuance of the new NPDES permit.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the 2022-2027 Professional Services Agreement with HDR Engineering, Inc. for Puget Sound Nutrient General Permit (PSNGP), NPDES Permit and Water Quality Support.

Initialed by:
RLS
Department head

Administration

Council President

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 have been 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	HDR Engineering, Inc.
City Project Manager	Jeff Marrs
	jmarrs@everettwa.gov
Original Agreement Date	1/20/2023

AMENDMENTS	
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: Enter new Completion Date, if any 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 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 Provisions	Enter other changes to the Agreement, if any.	
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

_____
Cassie Franklin, Mayor

_____
Date

ATTEST

_____
Office of the City Clerk

HDR ENGINEERING, INC.

Signature: _____

Name of Signer: Olivia Williams
Signer's Email Address: olivia.williams@hdrinc.com
Title of Signer: Vice President

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

EXHIBIT A

ADDITION TO SCOPE OF WORK

Task 5.2 – PBDE Reduction Program and New NPDES permit support

(NEW TASK UNDER EXISTING TASK 5.0 ON-CALL BUDGET ALLOWANCE)

The City was issued a new NPDES permit on November 21, 2024 with effective date of January 1, 2025. The permit requires substantial new activities and submittals under a newly-established PBDE Reduction Program. Additionally, new monitoring is required for PFAS and other compounds. HDR will support the City in NPDES permit compliance activities and deliverables as directed by the City. Establishing this task under the existing on-call budget allows a means to track expenses for related support services. Specific deliverables and known support needs include the following:

- PBDE Quality Assurance Project Plan (QAPP) – This submittal is required to memorialize the PBDE sampling plan and quality assurance/quality control protocols. HDR will assist in preparing the QAPP based on experience from other Ecology-approved QAPPs and standing City protocols for PBDE sampling.

- PBDE BMP identification and implementation – PBDE reduction best management practice (BMP) identification and implementation is required and to be documented as part of the City's annual pretreatment report. HDR will assist the City with evaluating industrial user sampling data, BMP identification, and implementation strategies.

- Seasonal Flow Management – The NPDES permit requires the City to formalize operational protocols aimed at minimizing discharge to Outfall 015 during the March – June Chinook salmon migration window. HDR will assist the City with developing, evaluating, and documenting such strategies.

- Technical Assessment of Lagoon process PBDE management – The NPDES permit requires the City to evaluate lagoon process management to identify viable strategies to minimize BPDE discharge from Outfall 015. HDR will assist the City with developing, evaluating, and documenting such strategies to the extent that viable strategies exist.

- Overall PBDE reduction program evaluation and modification – The NPDES permit requires evaluation of PBDE reduction program efficacy and opportunities for adaptive management. HDR will assist the City with ongoing overall PBDE reduction program evaluation, adaptive management, documentation, coordination with Ecology, and related needs as directed by the City.

EVERETT | City Council Agenda Item Cover Sheet

Project title: Construction Contract Change Order No. 3 Request – Water Filter Plant Emergency Generator Replacement Project in the amount of $216,361.81

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 02/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Public Works

Contact person:
Jeff Marrs

Phone number:
425-257-8967

Email:
jmarrs@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration:	Construction Contract Change Order 3
Project:	Water Filter Plant Emergency Generator Replacement Project
Partner/Supplier:	IMCO General Construction, Inc.
Location:	Water Filter Plant
Preceding action:	Bid Award, Change Order 1, Change Order 2
Fund:	Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

The programmed available funding, as established by Ordinance No. 3730-20, is $10,400,000.

Project summary statement:

The Water Filter Plant Emergency Generator Replacement Project is nearing completion, and the scope of the project has been revised during construction. Change Order 3 adds two scope items and adjusts the contract completion time. The original construction contract amount is $4,874,905.00, a Public Works staff level approved Change Order 1 added $556,438.88, Council approved Change Order 2 added $289,746.21, and proposed Change Order 3 adds $216,361.81 to the construction contract, resulting in a total revised construction contract amount of $5,937,451.90.

Change Order 3 adds 740 calendar days to the contract completion time.

Recommendation (exact action requested of Council):

Approve Contract Change Order No. 3 to the construction contract with IMCO General Construction, Inc. for the Water Filter Plant Emergency Generator Replacement Project in the amount of $216,361.81 for a revised total contract amount not to exceed $5,937,451.90.

SECTION 00 63 63 - CHANGE ORDER - AGREED

Change Order No. 3
Change Order Effective Date: 1/24/2025

CITY OF EVERETT
Change Order

Project Title	Water Filter Plant Emergency Generator Replacement
Department	City of Everett Public Works Department
Work Order No.	WO# 3587
Contractor:	IMCO General Construction, Inc.
Contract Award Date:	7/27/2022
City Staff Contact:	Keith Alewine
Change Order No.	3
Change Order Effective Date	1/24/2025

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	$ 4,493,000.00	$ 779,894.09	$ 199,411.81	$ 5,472,305.90
+ WSST	$ 381,905.00	$ 66,291.00	$ 16,950.00	$ 465,146.00
Total	$ 4,874,905.00	$ 846,185.09	$ 216,361.81	**$ 5,937,451.90**

CONTRACT TIME

Original Contract Time 200	Working Days ☐ / Calendar Days ☒
Date of Notice to Proceed	10/3/2022
Cumulative adjustment to time by *prior* Change Orders	0
Adjustment to time by *this* Change Order	740
New Contract Time (*including* this Change Order)	940

Change Order No. 3

Change Order Effective Date: 1/24/2025

Contractor and City agree as follows:

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

Change Order No. 3

Change Order Effective Date: 1/24/2025

CITY		
Mayor Date:	Attest: City Clerk Date:	Standard Document Approved as to Form Office of the City Attorney (5.13.22)

Recommended By:			
Construction Manager (if applicable) Keith Alowine Date: 1/27/2025	Project Manager (if applicable) Zach Brown Date: 1/27/25	Engineering Manager (if applicable) Tom Flood Date: 1/27/25	Department Director Date: 01-27-2025

CONTRACTOR	
By _____ Officer	Date: _____

Change Order No. 3

Change Order Effective Date: 1/24/2025

Exhibit A—Description of Changed Work

Change Order #3 adds two (2) new items to the contract as follows:

New Items

New Item #109 – Work Change Directives 44-50, 52, 53. Create new item #109 entitled "Work Change Directives 44-50, 52, 53" by adding a lump sum line item in the amount of $160,260.39.

New Item #110 – Equitable Adjustment 2. Create new item #110 entitled "Equitable Adjustment 2" by adding a lump sum line item in the amount of $39,151.42.

Justification

New Item #109 – Work Change Directives 44-50, 52, 53. Additional scope of work items described by Work Change Directives 44-50, 52, 53 were required to complete project construction. The combined cost of the Work Change Directives was $160,260.39. The scope of work included in the Work Change Directives includes:

- Fiber optic communication system testing.
- Motor control center power and control system installation and commissioning.
- Generator fuel system improvements.
- Installation, coordination, and dismantling of temporary power system.
- Generator louver actuator improvements.
- Generator control system testing and programming.

Further explanation of the new item is shown under Work Change Directives 44-50, 52, and 53 on the attached justification documents.

New Item #110 – Equitable Adjustment 2. Continuing delays in project startup and commissioning which are outside of the control of both the City of Everett and the project contractor have prevented the project contractor from completing project construction. As such, City of Everett staff and the project contractor have negotiated an equitable adjustment settlement in the amount of $39,151.42. Further explanation of the new item is shown under Work Change Directives 51, 54, 55, and 56 on the attached justification documents. 740 calendar days are added to the contract time as part of Equitable Adjustment 2. The contract time adjustment is a cumulative adjustment covering all project delays resulting from equipment procurement delays, third party startup and commissioning delays, and Work Change Directives 1 – 56 as described in Change Order 1, Change Order 2, and Change Order 3.

WFP Emergency Generator - IMCO General Construction - Retest the Fiber

DATE:	Tuesday, February 28, 2023	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**EZ Interface retested the fiber for Cummins.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
					TOTAL MATERIALS $
					21% MARKUP FOR FORCE ACCOUNT MATERIALS
					SUBTOTAL MATERIALS $

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	Retested fiber	LS	**1.00**	**1668.82**	**1668.82**
				TOTAL SUBCONTRACTOR $	**1668.82**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**200.26**
				SUBTOTAL EQUIPMENT $	**1869.08**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	1869.08
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

October 18, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal **#17**
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description: **EZ Interface was asked to Retest the Fiber to show Cummins that it was good.**

Jack Grove	4	MH @	$98.40	per hr.	$393.60
31% Markup					122.02
Equipment					120.00
21% Markup					25.20
Subcontracting					900.00
12% Markup					108.00
GRAND TOTAL					**$1,668.82**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove - Cell 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 17

Work Order #	N/A	Work Date	9/23/2024
Description of Work:	EZ interface was asked to come out and retest the fiber to show Cummins that it was not the problem.		

Material	QTY	Material Price	Per	Material Extension
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Equipment	Qty	Rate		Equipment Extension
#10 FORD F150 Crew 4x4	4	$ 30.00		$ 120.00
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Labor	Qty	Wage Level	Shift & Type	Wage Rate	Labor Extension
Jack Grove	4	Owner	Straight Time	$ 98.40	$ 393.60
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

Subcontractor	Qty			Totals		
EZ Interface	1	900		$ 900.00		
				$ -		
				$ -		
				$ -		
				$ -	Markup	
		Labor:	4	$ 393.60	31.00%	$ 122.02
		Material:		$ -	21.00%	$ -
		Equipment:		$ 120.00	21.00%	$ 25.20
		Subcontractor:		$ 900.00	12.00%	$ 108.00
		Total Costs		$ 1,413.60	$ 255.22	$ 1,668.82

2819 S. Hosmer St.
Tacoma, WA 98409
253-444-5555

EZI PM NAME: MATT LUCE
EZI PM CELL: 206-604-6195
PROJECT NAME: Everett WFP Emergency Generator
CUSTOMER: SERVICE ELECTRIC
ARCHITECT:
ENGINEER:
GENERAL CONTRACTOR: IMCO General Construction Inc.
ELECTRICAL CONTRACTOR: SERVICE ELECTRIC

PRIORITY NORMAL

PROJECT CHANGE REQUEST REF#: NONE
CHANGE REQUEST INITIATION BY E-Z: NO
E-Z JOB NUMBER: ZCIEVER004
E-Z CHANGE REQUEST REF# CO-03-R0

REQUEST DATE: 9/23/24
SUBMIT DATE: 9/27/24

SUBMIT TO: SERVICE ELECTRIC
CONTACT Jack Grove
PHONE 425.508.7273
FAX
E-MAIL jack@secoinc.com

DETAILED SCOPE DESCRIPTION

TEST FIBER OPTIC CABLE AND TROUBLESHHOT IF NEEDED

DETAILED MATERIAL LIST

QTY	U/M	MFG	MFG PART NUMBER	MATERIAL DESCRIPTION	UNIT RESALE	EXT RESALE
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				MATERIAL TOTALS:	RESALE	$ -

DETAILED LABOR CALCULATIONS

RATE	FICA	FUTA	SUTA	WCOMP		Craft Labor Cost
				TRAVEL TIME RATE PER HOUR		$ 150.00
				TRAVEL TIME HOURS TOTAL:	4.00	
				LABOR RESALE PER HOUR		$ 150.00
				FIELD LABOR HOUR TOTALS:	2.00	
					RESALE	$ 900.00

The pricing contained herein does not include tax, special freight, or special fees.

MATERIAL & LABOR TOTAL:	RESALE	$ 900.00

AUTHORIZATION TO PROCEED

SIGNATURE: _____ TITLE: Co-President DATE: 9/27/24

WFP Emergency Generator - IMCO General Construction - Materials for Wire Feeding MCC's

DATE:	Tuesday, February 28, 2023	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**Materials for the Wire Feeding MCC's changed from 3 sets of 600 to 4 sets of 350 instead. The City removed the bussing and landed on the breakers.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	Materials for Wire Feeding MCC's	LS	**1.00**	**4480.78**	**4480.78**
				TOTAL SUBCONTRACTOR $	**4480.78**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**537.69**
				SUBTOTAL EQUIPMENT $	**5018.47**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	5018.47
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

October 18, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal **#18**
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description of work: Materials Only for the Wire Feeding MCC's FWPS-2C & FWPS-2A Needed to be 4 sets of 350 Instead of 3 Sets of 600. City Removed the Bussing and Landed on the Breakers.

Material	3,703.12
21% Markup	777.66
GRAND TOTAL	**$4,480.78**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove - Cell: 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 18

Work Order #	N/A	Work Date	9/16/2024
Description of Work:	Materials only. The wire feeding MCC-FWPS-2C and MCC-FWPS-2A needed to be 4 sets of 350 instead of 3 sets of 600. The city removed the bussing and landed on the breakers.		

Material	QTY	Material Price	Per	Material Extension
Wesco PO#5513-61315	1	$ 3,703.12		$ 3,703.12
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Equipment	Qty	Rate		Equipment Extension
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Labor	Qty	Wage Level	Shift & Type	Wage Rate	Labor Extension
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

Subcontractor	Qty			Totals		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -	Markup	
		Labor:	0	$ -	31.00%	$ -
		Material:		$ 3,703.12	21.00%	$ 777.66
		Equipment:		$ -	21.00%	$ -
		Subcontractor:		$ -	12.00%	$ -
		Total Costs		$ 3,703.12	$ 777.66	$ 4,480.78

WESCO DISTRIBUTION®
951 Monster Rd
Renton WA 98057

INVOICE - ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING SLIP NO.	INVOICE NUMBER
68005-99	09/17/2024	37969802	384296
BRANCH CODE	CUSTOMER ORDER NUMBER		ORDERED BY
6101	5513-61315		

REMIT TO:

WESCO RECEIVABLES CORP
WESCO DBA:WESCO/KVA/MODERN
PO BOX 910465
PASADENA CA 91110-0465

SOLD TO:

SERVICE ELECTRIC CO INC
PO BOX 1489
SNOHOMISH WA 982911489

SHIP TO:

SERVICE EL/WFP GEN REPLAC
1615 FIRST STREET
ATTN JACK G. 425.508.7273
SNOHOMISH, WA 98290

For Inquiries: Pope, Fran Fran.Pope@wescodist.com

RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION

PROJECT NAME	PROJECT NUMBER	SHIP DATE	ROUTING	FOB	SHIPPING TERMS	B/L	INV. REQ.
WFP GENERATOR REPLACEMENT	WFP GENERATOR REPLACEMENT	09/16/2024			PREPAID-NO CHARGE	N	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	ID NUMBER	QUANTITY SHIPPED	QUANTITY BALANCE DUE	UNIT PRICE	UOM	DISCOUNT TRADE	DISCOUNT CASH	EXTENSION
010	DEL TO SHOP 9/17 AM								
011	JACK G. 425.508.7273								
012	(30) MINUTES PRIOR.								
031	BUR YA31L 350 CU 1-HOLE SHORT 1/2	78181050535	24	0	7.842	E	0.00	0	188.21
036	BUR YA312N 350 CU 2-HOLE LONG 1/2	78181050520	24	0	14.429	E	0.00	0	346.30
037	MARK PO#5513-61315								
038	ATTN: JACK GROVE								
039	(425)508-7273								
	TRK: * 1Z99907E0123853442 PKG: 37969802 QTY: 0								
	WGT: WEIGHT:								
	SUB TOTAL								534.51

TERMS	YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS >	0.00	TOTAL >	534.51

PAST DUE ACCOUNTS SUBJECT TO CHARGE OF 1.5% OR MAXIMUM PERMITTED BY LAW

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS INVOICE WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS INVOICE IF YOU REQUIRE A PRINTED COPY.

WESCO DISTRIBUTION
951 Monster Rd
Renton WA 98057

INVOICE - ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING SLIP NO.	INVOICE NUMBER
68005-99	09/17/2024	37969801	384295
BRANCH CODE	CUSTOMER ORDER NUMBER		ORDERED BY
6101	5513-61315		

REMIT TO:

WESCO RECEIVABLES CORP
WESCO DBA:WESCO/KVA/MODERN
PO BOX 910465
PASADENA CA 91110-0465

SOLD TO:

SERVICE ELECTRIC CO INC
PO BOX 1489
SNOHOMISH WA 982911489

SHIP TO:

SERVICE EL/WFP GEN REPLAC
1615 FIRST STREET
ATTN JACK G. 425.508.7273
SNOHOMISH, WA 98290

For Inquiries: Pope, Fran Fran.Pope@wescodist.com

RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION

PROJECT NAME	PROJECT NUMBER	SHIP DATE	ROUTING	FOB	SHIPPING TERMS	B/L	INV. REQ.
WFP GENERATOR REPLACEMENT	WFP GENERATOR REPLACEMENT	09/17/2024			PREPAID-NO CHARGE	N	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	ID NUMBER	QUANTITY SHIPPED	QUANTITY BALANCE DUE	UNIT PRICE	UOM	DISCOUNT TRADE	DISCOUNT CASH	EXTENSION
010	DEL TO SHOP 9/17 AM								
011	JACK G. 425.508.7273								
012	(30) MINUTES PRIOR.								
025	WIRE XHHW-350-BLK-37STR-CU-2500R	78010024254	420	0	7,544.320	M	0.00	0	3,168.61
026	XDC= 1 X 420 REEL								
	TRK: * W6101000149349 PKG: 37969801 QTY: 420 WGT: 530.0								
	SUB TOTAL								3,168.61

TERMS YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS > **0.00** **TOTAL >** **3,168.61**

PAST DUE ACCOUNTS SUBJECT TO CHARGE OF 1.5% OR MAXIMUM PERMITTED BY LAW

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS INVOICE WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS INVOICE IF YOU REQUIRE A PRINTED COPY

WFP Emergency Generator - IMCO General Construction - Additional Control Wires

DATE:	Tuesday, February 28, 2023	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**Adding control wires from the GS2 breaker contacts to the SS2A and SS2B SEL relays.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	Add Control Wires	LS	**1.00**	**950.00**	**950.00**
				TOTAL SUBCONTRACTOR $	**950.00**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**114.00**
				SUBTOTAL EQUIPMENT $	**1064.00**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	1064.00
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

October 23, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal **#22**
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description of work: Additional Control Wires from GS2 Breaker Contacts to SS2A & SS2B SEL Relays. WO #910921

Foreman	5 MH @	$107.63	per hr.	$538.15
31% Markup				166.83
Material				52.50
21% Markup				11.03
Equipment				150.00
21% Markup				31.50
GRAND TOTAL				**$950.00**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove - Cell: 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 22

Work Order #	910921	Work Date	10/9/2024
Description of Work:	Additional control wires from GS2 breaker contacts to SS2A and SS2B SEL relays.		

Material	QTY	Material Price	Per	Material Extension
#14 XHHW	350	$ 0.15		$ 52.50
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Equipment	Qty	Rate		Equipment Extension
#25 GMC 2500 Extended Cab Truck with Rack	5	$ 30.00		$ 150.00
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Labor	Qty	Wage Level	Shift & Type	Wage Rate	Labor Extension
Leach, Jonathan - JW	5	191 - Foreman	Straight Time	$ 107.63	$ 538.15
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

Subcontractor	Qty			Totals		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -	Markup	
		Labor:	5	$ 538.15	31.00%	$ 166.83
		Material:		$ 52.50	21.00%	$ 11.03
		Equipment:		$ 150.00	21.00%	$ 31.50
		Subcontractor:		$ -	12.00%	$ -
		Total Costs		$ 740.65	$ 209.35	$ 950.00

SERVICE ELECTRIC CO., INC.

Mailing Address: P.O. Box 1489, Snohomish, WA 98291
Physical Address: 1615 First Street, Snohomish, WA 98290
Office: 360-568-6966
Fax: 360-568-9283

JOB INVOIC

910921

City of Everett WFP

TERMS:

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER

☒ DAYWORK ☐ CONTRACT ☐ EXTRA

JOB NAME / NUMBER: 5513 Everett WFP Phase 1

JOB LOCATION: Everrett WFP Loc 1

JOB PHONE | STARTING DATE

TY.	MATERIAL	PRICE	AMOUNT
	350 #14 Blue XHHW		
	TOTAL MATERIALS		

MPLETED

Work ordered by

DESCRIPTION OF WORK

New control wires from GS2 [redacted] breaker contacts to SS2A & SS2B SEL relays.

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUN
10-9-2024	2		
10-10-2024	3		

TOTAL LABOR	5
TOTAL MATERIALS	
TOTAL OTHER	
TAX	

Thank You

WFP Emergency Generator - IMCO General Construction - Location 2 Fuel Design Changes

DATE:	Tuesday, February 28, 2023	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**Design changes to the fuel system at Location 2.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	Location 2 Fuel System Changes	LS	**1.00**	**16440.63**	**16440.63**
				TOTAL SUBCONTRACTOR $	**16440.63**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**1972.88**
				SUBTOTAL EQUIPMENT $	**18413.51**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	18413.51
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

October 18, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal **#20**
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description of work: Location 2 Fuel System Design Changes
Work Order #910917

Foreman	57 MH @	$107.63	per hr.	$6,134.91
Foreman OT	4 MH @	$145.20	per hr.	$580.80
Journeyman	9 MH @	$100.67	per hr.	$906.03
Appr P5	15 MH @	$79.78	per hr.	$1,196.70
Appr P3	11 MH @	$63.05	per hr.	$693.55
Appr P2	2 MH @	$53.39	per hr.	$106.78
31% Markup				2,981.82
Material				1,343.59
21% Markup				282.15
Equipment				1,830.00
21% Markup				384.30
GRAND TOTAL				**$16,440.63**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove - Cell: 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 20

Work Order #	910917				Work Date	6/24/2024
Description of Work:	Location 2 fuel system design changes.					
Material	**QTY**	**Material Price**	**Per**	**Material Extension**		
Platt PO#910917-60382	1	$ 60.95		$ 60.95		
Platt PO#910917-61304	1	$ 232.46		$ 232.46		
Wesco PO#910917-60381	1	$ 1,050.18		$ 1,050.18		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
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		$ -		$ -		
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		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
Equipment	**Qty**	**Rate**		**Equipment Extension**		
#25 GMC 2500 Extended Cab Truck with Rack	61	$ 30.00		$ 1,830.00		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
Labor	**Qty**	**Wage Level**		**Shift & Type**	**Wage Rate**	**Labor Extension**
Leach, Jonathan - JW	57	191 - Foreman		Straight Time	$ 107.63	$ 6,134.91
Leach, Jonathan - JW	4	191 - Foreman		Overtime	$ 145.20	$ 580.80
Barnes, Torjan - P2	2	191 - 2nd Apprentice		Straight Time	$ 53.39	$ 106.78
Fryberg, Bradley - P5	15	191 - 5th Apprentice		Straight Time	$ 79.78	$ 1,196.70
Eichler Clayton, Everett - J	9	191 - Journeyman		Straight Time	$ 100.67	$ 906.03
Stidman, Chloe - P3	11	191 - 3rd Apprentice		Straight Time	$ 63.05	$ 693.55
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
Subcontractor	**Qty**			**Totals**		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -	**Markup**	
		Labor:	98	$ 9,618.77	31.00%	$ 2,981.82
		Material:		$ 1,343.59	21.00%	$ 282.15
		Equipment:		$ 1,830.00	21.00%	$ 384.30
		Subcontractor:		$ -	12.00%	$ -
		Total Costs		$ 12,792.36	$ 3,648.27	$ 16,440.63

SERVICE ELECTRIC CO., INC.

Mailing Address: P.O. Box 1489, Snohomish, WA 98291
Physical Address: 1615 First Street, Snohomish, WA 98290
Office: 360-568-6966
Fax: 360-568-9283

JOB INVOICE

5513- 910917

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER

☐ DAYWORK ☐ CONTRACT ☐ EXTRA

JOB NAME / NUMBER: Everett WFP Site 2

JOB LOCATION: Everett WFP

JOB PHONE | STARTING DATE: 6-24-2024

TO: City of Everett

TERMS:

QTY.	MATERIAL	PRICE		AMOUNT
	910917-60382	60	95	
	910917-61304	232	46	
	910917-60381	1030	18	

DESCRIPTION OF WORK: Location 2 Diesel Fuel System upgrades.

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
Jon Leach	61		
Torjon Barnes	2		
Brad Fryberg	15		
Everett Clayton	9		
Chloe Stidman	11		
Total	98		

DATE COMPLETED

TOTAL MATERIALS

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

Thank You

TAX

TOTAL

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work

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Electrical Supplies for Commercial / Industrial Controls / Utilities / Datacom / Tools

BRANCHES THROUGHOUT THE WEST TO SERVE YOU

DATE 7/11/24 TIME 9:58:55
SALES ORDER
PICK TICKET

PAGE 1

PAYMENT	CHARGE
DOCUMENT #	5I65680
DATE	7/11/24
CUST #	068320
BRANCH	101

REMIT TO

Monroe
PO BOX 418759
BOSTON MA
02241 8759

LOCATION

Monroe
16726 146th St SE Ste 197
Monroe WA
98272-2937
Phone #360 863 0410

SOLD TO

Service Electric Co
Box 1489
Snohomish WA
98291-1489

Phone #: 425 483 0260

SHIP TO

Service Electric Co
16726 146th St SE Ste 197
Monroe WA
98272-2937

SPECIAL INSTRUCTIONS

ORDER BY: JOHN LEACH
PCKUP BY:

CUST PO #	JOB NAME	JOB #	SLS	SALES	ORDER DATE	SHIPPING METHOD	
910917-60382			A12	JF1	7/11/24	PICKUP	PREPAID

LINE	PRODUCT / DESCRIPTION	U/M	ORD	SHP	BO	UNIT PRICE	DISCOUNT	EXT AMOUNT
	Many Platt manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic.Be advised that Rexel considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions.							
001	ENT1SNK900001R0000 ENT 1SNK900001R0000 BAM4 0863809 B01 008 100 END STOP	EA	5	5	0	1.18000		5.90
002	ENT1SNA115116R0700 ENT 0115-116.07 M4/6 GRAY 0020066 B01 008 100	EA	50	50	0	1.00100		50.05
003	ENT1SNA118368R1600 ENT 0118-368.16 END PLATE 0020112 B01 008 100	EA	10	10	0	.50000		5.00
	INVOICES AND STATEMENTS ONLINE 24/7 / WWW.PLATT.COM							

NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	FILLED BY	CHECKED BY	PRICED BY	ENTERED BY

END OF ORDER

AMOUNT	60.95
TAX .000 %	.00
Shipping & Handling	.00
	.00
TOTAL DUE →	60.95

RECEIVED BY X

RECEIVED BY (PRINT NAME)

DATE RECEIVED

SPECIAL ORDER MATERIALS NOT SUBJECT TO RETURN, CLAIMS FOR BREAKAGE, SHORTAGE OR DAMAGE MUST BE FILED WITH CARRIER. MINIMUM RESTOCKING CHARGE 25% ON ACCEPTED RETURNS.

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BRANCHES THROUGHOUT THE WEST TO SERVE YOU

DATE 8/28/24 TIME 7:27:29
SALES ORDER
PICK TICKET

PAGE 1

PAYMENT	CHARGE
DOCUMENT #	5M27426
DATE	8/27/24
CUST #	068320
BRANCH	101

REPRINT

REMIT TO

Monroe
PO BOX 418759
BOSTON MA
02241 8759

LOCATION

Monroe
16726 146th St SE Ste 197
Monroe WA
98272-2937
Phone #360 863 0410

SOLD TO

Service Electric Co
Box 1489
Snohomish WA
98291-1489

Phone #: 425 483 0260

SHIP TO

Service Electric Co
16726 146th St SE Ste 197
Monroe WA
98272-2937

SPECIAL INSTRUCTIONS

*** SHIP COMPLETE ***

ORDER BY: JOHN LEACH
PCKUP BY:
W/C WED AM

CUST PO #	JOB NAME	JOB #	SLS	SALES	ORDER DATE	SHIPPING METHOD	
910917-61304			605	SAR	8/27/24	WALKIN	PREPAID

Many Platt manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic.Be advised that Rexel considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions.

LINE	PRODUCT / DESCRIPTION		U/M	ORD	SHP	BO	UNIT PRICE	DISCOUNT	EXT AMOUNT
001	KILC17 0224072	KIL C17 1/2IN CONDUIT BODY	EA	1	1	0	13.54500		13.55
002	APPGASK571 0002858 B05 002 100	APP GASK571 FM7 COVER GASKET	EA	1	1	0	2.51970		2.52
003	APPAPP170IG 0676344	APP APP170IG STEEL COVER	EA	1	1	0	8.68140		8.68
004	APPT27 0003273 B05 002 100	APP T27 3/4 FM7 BODY	EA	2	2	0	21.35070		42.70
005	APPGASK572 0002859 B05 002 100	APP GASK572 FM7 COVER GASKET	EA	2	2	0	2.51970		5.04

NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	FILLED BY	CHECKED BY	PRICED BY	ENTERED BY

AMOUNT
TAX %
Shipping & Handling

RECEIVED BY
X

RECEIVED BY (PRINT NAME) CONTINUED:

DATE RECEIVED

TOTAL DUE →

SPECIAL ORDER MATERIALS NOT SUBJECT TO RETURN. CLAIMS FOR BREAKAGE, SHORTAGE, OR DAMAGE MUST BE FILED WITH CARRIER. MINIMUM RESTOCKING CHARGE 25% ON ACCEPTED RETURNS.

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BRANCHES THROUGHOUT THE WEST TO SERVE YOU

DATE 8/28/24 TIME 7:27:29
SALES ORDER
PICK TICKET

PAGE 2

PAYMENT	CHARGE
DOCUMENT #	5M27426
DATE	8/27/24
CUST #	068320
BRANCH	101

REPRINT

REMIT TO

Monroe
PO BOX 418759

BOSTON MA
02241 8759

LOCATION

Monroe
16726 146th St SE Ste 197

Monroe WA
98272-2937
Phone #360 863 0410

SOLD TO

Service Electric Co
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98291-1489

Phone #: 425 483 0260

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98272-2937

SPECIAL INSTRUCTIONS

*** SHIP COMPLETE ***

ORDER BY: JOHN LEACH
PCKUP BY:
W/C WED AM

CUST PO #	JOB NAME	JOB #	SLS	SALES	ORDER DATE	SHIPPING METHOD	
910917-61304			605	SAR	8/27/24	WALKIN	PREPAID

LINE	PRODUCT / DESCRIPTION		U/M	ORD	SHP	BO	UNIT PRICE	DISCOUNT	EXT AMOUNT
006	APPAPP270 0003389 B05 002 100	APP APP270 3/4 STEEL CONBDY	EA	2	2	0	5.94090		11.88
007	APPLB27 0003029 B05 002 100	APP LB27 3/4 FM7 BODY	EA	1	1	0	17.04150		17.04
008	APPGASK572 0002859 B05 002 100	APP GASK572 FM7 COVER GASKET	EA	2	2	0	2.51970		5.04
009	APPAPP270 0003389 B05 002 100	APP APP270 3/4 STEEL CONBDY	EA	2	2	0	5.94090		11.88
010	APPC27 0002560 B05 002 100	APP C27 3/4 FM7 BODY	EA	1	1	0	17.04150		17.04
011	APPLL37 0003055	APP LL37 1 IN FM7 BODY	EA	1	1	0	25.57170		25.57
012	APPGASK573 0002860 B05 002 100	APP GASK573 FM7 COVER GASKET	EA	1	1	0	3.32630		3.33

NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	FILLED BY	CHECKED BY	PRICED BY	ENTERED BY

AMOUNT
TAX %
Shipping & Handling

RECEIVED BY
X

RECEIVED BY (PRINT NAME)

CONTINUED:

DATE RECEIVED

TOTAL DUE →

SPECIAL ORDER MATERIALS NOT SUBJECT TO RETURN. CLAIMS FOR BREAKAGE, SHORTAGE OR DAMAGE MUST BE FILED WITH CARRIER. MINIMUM RESTOCKING CHARGE 25% ON ACCEPTED RETURNS.

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BRANCHES THROUGHOUT THE WEST TO SERVE YOU

DATE 8/28/24 TIME 7:27:29
SALES ORDER
PICK TICKET

PAGE 3

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BRANCH	101

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02241 8759

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98272-2937

SPECIAL INSTRUCTIONS

*** SHIP COMPLETE ***

ORDER BY: JOHN LEACH
PCKUP BY:
W/C WED AM

CUST PO #	JOB NAME	JOB #	SLS	SALES	ORDER DATE	SHIPPING METHOD	
910917-61304			605	SAR	8/27/24	WALKIN	PREPAID

LINE	PRODUCT / DESCRIPTION		U/M	ORD	SHP	BO	UNIT PRICE	DISCOUNT	EXT AMOUNT
013	APPAPP370 0003396 B05 002 100	APP APP370 1"STL CNBDY CVR	EA	1	1	0	8.12700		8.13
014	APPST50 0003231 B05 005 100	APP ST-50 1/2 IN LFMC CONN	EA	8	8	0	4.36160		34.89
015	APPGIB75L4AC 0078681 B03 002 100	APP GIB-75L-4AC 3/4 IN GNDG	BEA	3	3	0	8.39000		25.17

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NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	FILLED BY	CHECKED BY	PRICED BY	ENTERED BY

END OF ORDER

AMOUNT	232.46
TAX %	.00
Shipping & Handling	.00
	.00
TOTAL DUE →	232.46

RECEIVED BY X

RECEIVED BY (PRINT NAME)

DATE RECEIVED

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WESCO DISTRIBUTION®
951 Monster Rd
Renton WA 98057

INVOICE - ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING SLIP NO.	INVOICE NUMBER
68005-99	07/09/2024	24497201	247966
BRANCH CODE	CUSTOMER ORDER NUMBER		ORDERED BY
6101	910917-60380		

REMIT TO:

WESCO RECEIVABLES CORP
WESCO DBA:WESCO/KVA/MODERN
PO BOX 910465
PASADENA CA 91110-0465

SOLD TO:

SERVICE ELECTRIC CO INC
PO BOX 1489
SNOHOMISH WA 982911489

SHIP TO:

SERVICE EL/WFP GEN REPLAC
1615 FIRST STREET
ATTN JON L. 425.563.3352
SNOHOMISH, WA 98290

For Inquiries: Pope, Fran Fran.Pope@wescodist.com

RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION

PROJECT NAME	PROJECT NUMBER	SHIP DATE	ROUTING	FOB	SHIPPING TERMS	B/L	INV. REQ.
WFP GENERATOR REPLACEMENT	WFP GENERATOR REPLACEMENT	07/09/2024	WESCO-Truc		PREPAID-NO CHARGE	N	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	ID NUMBER	QUANTITY SHIPPED	QUANTITY BALANCE DUE	UNIT PRICE	UOM	DISCOUNT TRADE	DISCOUNT CASH	EXTENSION
010	DEL TO SHOP WHEN IN								
011	WESTIN F. 425.760.7616								
012	(20) MINUTES PRIOR								
032	ATTN: WESTIN F.								
033	(425)760.7616								
034	PO#910917-60380								
044	WIRE XHHW-14-BLU-7STR-CU-500S/R	78010023831	1000	0	141.882	M	0.00	0	141.88
	TRK: * W6101000144838 PKG: 24497201 QTY: 1000 WGT: 18.0								
	SUB TOTAL								141.88

TERMS	YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS >	0.00	TOTAL >	141.88

PAST DUE ACCOUNTS SUBJECT TO CHARGE OF 1.5% OR MAXIMUM PERMITTED BY LAW

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS INVOICE WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS INVOICE IF YOU REQUIRE A PRINTED COPY.

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Renton WA 98057

INVOICE - ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING SLIP NO.	INVOICE NUMBER
68005-99	07/10/2024	24497202	250119
BRANCH CODE	CUSTOMER ORDER NUMBER		ORDERED BY
6101	910917-60380		

REMIT TO:

WESCO RECEIVABLES CORP
WESCO DBA:WESCO/KVA/MODERN
PO BOX 910465
PASADENA CA 91110-0465

SOLD TO:

SERVICE ELECTRIC CO INC
PO BOX 1489
SNOHOMISH WA 982911489

SHIP TO:

SERVICE EL/WFP GEN REPLAC
1615 FIRST STREET
ATTN JON L. 425.563.3352
SNOHOMISH, WA 98290

For Inquiries: Pope, Fran Fran.Pope@wescodist.com

RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION

PROJECT NAME	PROJECT NUMBER	SHIP DATE	ROUTING	FOB	SHIPPING TERMS	B/L	INV. REQ.
WFP GENERATOR REPLACEMENT	WFP GENERATOR REPLACEMENT	07/10/2024	WESCO-Truc		PREPAID-NO CHARGE	N	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	ID NUMBER	QUANTITY SHIPPED	QUANTITY BALANCE DUE	UNIT PRICE	UOM	DISCOUNT TRADE	DISCOUNT CASH	EXTENSION
010	DEL TO SHOP WHEN IN								
011	WESTIN F. 425.760.7616								
012	(20) MINUTES PRIOR								
032	ATTN: WESTIN F.								
033	(425)760.7616								
034	PO#910917-60380								
054	CRS STTB-2 CH MYERS 3/4 THROUGH BUL	78473110070	2	0	3,833.145	C	0.00	0	76.66
062	TRANSP CHARGED TO CUSTOMERS DS	22205					0.00	0	51.41
	TRK: * W6101000144917 PKG: 24497202 QTY: 2 WGT: 2.0								
	SUB TOTAL								128.07

TERMS	YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS >	0.00	TOTAL >	128.07

PAST DUE ACCOUNTS SUBJECT TO CHARGE OF 1.5% OR MAXIMUM PERMITTED BY LAW

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS INVOICE WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS INVOICE IF YOU REQUIRE A PRINTED COPY.

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INVOICE - ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING SLIP NO.	INVOICE NUMBER
68005-99	07/11/2024	24497203	251798
BRANCH CODE	CUSTOMER ORDER NUMBER		ORDERED BY
6101	910917-60380		

REMIT TO:

WESCO RECEIVABLES CORP
WESCO DBA:WESCO/KVA/MODERN
PO BOX 910465
PASADENA CA 91110-0465

SOLD TO:

SERVICE ELECTRIC CO INC
PO BOX 1489
SNOHOMISH WA 982911489

SHIP TO:

SERVICE EL/WFP GEN REPLAC
1615 FIRST STREET
ATTN JON L. 425.563.3352
SNOHOMISH, WA 98290

For Inquiries: Pope, Fran Fran.Pope@wescodist.com

RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION

PROJECT NAME	PROJECT NUMBER	SHIP DATE	ROUTING	FOB	SHIPPING TERMS	B/L	INV. REQ.
WFP GENERATOR REPLACEMENT	WFP GENERATOR REPLACEMENT	07/09/2024	BEST WAY		PREPAID-NO CHARGE	N	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	ID NUMBER	QUANTITY SHIPPED	QUANTITY BALANCE DUE	UNIT PRICE	UOM	DISCOUNT TRADE	DISCOUNT CASH	EXTENSION
010	DEL TO SHOP WHEN IN								
011	WESTIN F. 425.760.7616								
012	(20) MINUTES PRIOR								
030	PWC***P10903-06-09 22 1.5PR O/A F&B LOW CAP RS485 EIA INDUSTRIAL RS-485 PLTC/CM	400452	500	0	1,560.450	M	0.00	0	780.23
031	1 X 500' REEL								
032	ATTN: WESTIN F.								
033	(425)760.7616								
034	PO#910917-60380								
	SUB TOTAL								780.23

TERMS	YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS >	0.00	TOTAL >	780.23

PAST DUE ACCOUNTS SUBJECT TO CHARGE OF 1.5% OR MAXIMUM PERMITTED BY LAW

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Outlook

WFP WO Overtime Hours

From Jon Leach <jon.leach@secoinc.com>
Date Mon 10/14/2024 4:09 PM
To Jack Grove <jack@secoinc.com>

Here are the number of OT hours worked for each PO.

910917
Jon – (4) @ 1.5x

910918
Everett – (5) @ 1.5x
Ian – (2) @ 1.5x

910919
Jon – (10) @ 2x (6) @ 1.5x
Everett – (10) @ 2x (6) @ 1.5x
Torjan – (1) @ 2x
Brad – (1) @ 2x

Service Electric Co., Inc.
P.O. Box 1489 - 1615 First Street
Snohomish, WA 98291
360-568-6966 • 360-568-9283 fax
www.secoinc.com

Jon Leach
Cell: 425-322-8685
Jon.leach@secoinc.com

WFP Emergency Generator - IMCO General Construction - Remove Temporary Generator Cables

DATE:	Tuesday, February 28, 2023	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**Removing the temporary generator cables from SS2B and extending them to MTS2.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	emove Temporary Generator Cabl	LS	**1.00**	**6479.06**	**6479.06**
				TOTAL SUBCONTRACTOR $	**6479.06**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**777.49**
				SUBTOTAL EQUIPMENT $	**7256.55**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	7256.55
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

October 23, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal **#21**
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description of work: Remove Temp Generator Cables from SS2B & Extend to MTS2
Work Order #910920

Foreman	7 MH @	$107.63	per hr.	$753.41
Journeyman	5 MH @	$100.67	per hr.	$503.35
Appr P3	3 MH @	$63.05	per hr.	$189.15
Appr P2	2 MH @	$53.39	per hr.	$106.78
31% Markup				481.33
Material				3,463.58
21% Markup				727.35
Equipment				210.00
21% Markup				44.10
GRAND TOTAL				**$6,479.06**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove - Cell: 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 21

Work Order #	910920				Work Date	9/9/2024
Description of Work:	Remove temp generator cables from SS2B and extend to MTS2					
Material	**QTY**	**Material Price**	**Per**	**Material Extension**		
Herc PO#5513-61209	1	$ 3,463.58		$ 3,463.58		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
Equipment	**Qty**	**Rate**		**Equipment Extension**		
#25 GMC 2500 Extended Cab Truck with Rack	7	$ 30.00		$ 210.00		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
		$ -		$ -		
Labor	**Qty**	**Wage Level**		**Shift & Type**	**Wage Rate**	**Labor Extension**
Leach, Jonathan - JW	7	191 - Foreman		Straight Time	$ 107.63	$ 753.41
Eichler Clayton, Everett - J	5	191 - Journeyman		Straight Time	$ 100.67	$ 503.35
Stidman, Chloe - P3	3	191 - 3rd Apprentice		Straight Time	$ 63.05	$ 189.15
Barnes, Torjan - P2	2	191 - 2nd Apprentice		Straight Time	$ 53.39	$ 106.78
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
Subcontractor	**Qty**			**Totals**		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -	**Markup**	
		Labor:	17	$ 1,552.69	31.00%	$ 481.33
		Material:		$ 3,463.58	21.00%	$ 727.35
		Equipment:		$ 210.00	21.00%	$ 44.10
		Subcontractor:		$ -	12.00%	$ -
		Total Costs		$ 5,226.27	$ 1,252.79	$ 6,479.06

SERVICE ELECTRIC CO., INC.

Mailing Address: P.O. Box 1489, Snohomish, WA 98291
Physical Address: 1615 First Street, Snohomish, WA 98290
Office: 360-568-6966
Fax: 360-568-9283

JOB INVOICE

910920

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER

☒ DAYWORK ☐ CONTRACT ☐ EXTRA

JOB NAME / NUMBER: 5513 Everett WFP

JOB LOCATION: Location 2 & 3

JOB PHONE | STARTING DATE

TO: City of Everett WFP

TERMS:

QTY.	MATERIAL	PRICE	AMOUNT
	Here 5513-61209		

DESCRIPTION OF WORK

Temporary wire tear down, set up, then tear down again. Temp set up for location 2 back up during shut down

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
9-9-2024			
Jon Leach	5		
Torjen Barnes	2		
9-16-2024			
Jon Leach	2		
Everett Clayton	2		
9-24-2024			
Everett Clayton	3		
Chloe Stidman	3	TOTAL LABOR	17

E COMPLETED

TOTAL MATERIALS

TOTAL MATERIALS

TOTAL OTHER

Thank You

TAX

TOTAL

Work ordered by

nature

I hereby acknowledge the satisfactory completion of the above described work

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
34918237-001	10/09/2024
INVOICE AMOUNT	**CURRENCY**
$ 3463.58	USD
CUSTOMER NO.	**TERMS**
2355975	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	CONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

BILL TO:

SERVICE ELECTRIC CO
P.O. BOX 1489
SNOHOMISH, WA 98291-1489

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
5513-61209	56269809	2355975	DAVID HOWATT
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
JACK GROVE	HERC	WET SIGNATURE	JOHN M. FURE

JOB #/SITE
1 - LAKE CHAPLAIN

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
51	CABLE 4/0 50FT CAMLOCK 9400815	8/ 10.00	1.67	10.00	25.00	50.00	2550.00
	WA EQUIPMENT RENTAL TAX 2217999990						31.88

SALES ITEMS:

QTY	ITEMS	UNIT	PRICE	AMOUNT
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE		47.50	47.50
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE		47.50	47.50

RECEIVED
OCT 10 2024
SERVICE ELECTRIC

To ensure accurate payment processing, please include a remittance with your payment. If paying by ACH or Wire, please send remittance to HercTimeChecks@hercrentals.com.

Check fraud is on the rise. The safest way to make payments is through our secure ProControl NextGen Website. To enroll please talk with your sales representative or call 1-877- 953-8778, opt 1, 1. You can also visit www.HercRentals.com

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
LAKE CHAPLAIN
29316 LAKE CHAPLAIN RD
MONROE, WA 98272

RENTED FROM:
HERC RENTALS 709
1261 BOUSLOG RD
BURLINGTON, WA 98233
PH: 360-707-2753

RENTAL DAYS:		27
INVOICE FROM:	9/06/24	11:01
INVOICE TO:	10/03/24	11:00

RENTAL START DATE: 9/06/24 11:00

	Original	Adjustment	Total
RENTAL CHARGES	2550.00		2550.00
OTHER CHARGES	126.88		126.88
DELIVERY/PICK UP	500.00		500.00
TAXABLE CHARGES	3050.00		3050.00
TAX	286.70		286.70
TOTAL CHARGES	3463.58		3463.58

LATE CHARGES MAY APPLY

CUSTOMER #: 2355975 RES/QUOTE #:56269809 INVOICE #: 34918237-001 INVOICE DATE: 10/09/2024

WFP Emergency Generator - IMCO General Construction - Location 3 Temporary Power

DATE:	Friday, November 22, 2024	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**Set up temporary power and reconfigure location 3 main circuit breaker and Foxfab cabinet.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	Location 3 Temporary Power	LS	**1.00**	**85867.65**	**85867.65**
				TOTAL SUBCONTRACTOR $	**85867.65**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**10304.12**
				SUBTOTAL EQUIPMENT $	**96171.77**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	96171.77
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

November 20, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal #23
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description of work: Set up Temporary Power & Reconfigure Location 3 Main Circuit Breaker & Add Foxfab Cabinet. WO #910919

Foreman ST	59 MH @	$107.63	per hr.	$6,350.17
Foreman OT	6 MH @	$145.20	per hr.	$871.20
Foreman DT	10 MH @	$182.76	per hr.	$1,827.60
Jrynmn ST	63 MH @	$100.67	per hr.	$6,342.21
Jrynmn OT	6 MH @	$134.83	per hr.	$808.98
Jrynmn DT	10 MH @	$168.96	per hr.	$1,689.60
Appr P3 ST	55 MH @	$63.05	per hr.	$3,467.75
Appr P5 ST	26 MH @	$79.78	per hr.	$2,074.28
Appr P5 DT	1 MH @	$131.01	per hr.	$131.01
Appr P2 DT	1 MH @	$87.53	per hr.	$87.53
31% Markup				7,331.60
Material				43,110.10
21% Markup				9,053.12
Equipment				2,250.00
21% Markup				472.50
GRAND TOTAL				**$85,867.65**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove

Jack Grove - Cell: 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 23

Work Order #	910919	Work Date	9/24/2024
Description of Work:	Set up temporary power and reconfigure location 3 main breaker and add foxfab cabinet.		

Material	QTY	Material Price	Per	Material Extension
Herc PO#5513-60447	1	$ 13,684.71		$ 13,684.71
Graybar Lot PO#7275	1	$ 20,580.00		$ 20,580.00
Herc PO#5513-60447	1	$ 990.04		$ 990.04
Herc PO#5513-60447	1	$ 6,335.35		$ 6,335.35
Taurus 24-7157	1	$ 1,520.00		$ 1,520.00
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Equipment	Qty	Rate		Equipment Extension
#28 FORD F350 XL Extended Cab 4x4 Utility Box w/liftgate	75	$ 30.00		$ 2,250.00
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Labor	Qty	Wage Level	Shift & Type	Wage Rate	Labor Extension
Leach, Jonathan - JW	59	191 - Foreman	Straight Time	$ 107.63	$ 6,350.17
Leach, Jonathan - JW	6	191 - Foreman	Overtime	$ 145.20	$ 871.20
Leach, Jonathan - JW	10	191 - Foreman	Double Time	$ 182.76	$ 1,827.60
Eichler Clayton, Everett - J	63	191 - Journeyman	Straight Time	$ 100.67	$ 6,342.21
Eichler Clayton, Everett - J	6	191 - Journeyman	Overtime	$ 134.83	$ 808.98
Eichler Clayton, Everett - J	10	191 - Journeyman	Double Time	$ 168.96	$ 1,689.60
Stidman, Chloe - P3	55	191 - 3rd Apprentice	Straight Time	$ 63.05	$ 3,467.75
Fryberg, Bradley - P5	26	191 - 5th Apprentice	Straight Time	$ 79.78	$ 2,074.28
Fryberg, Bradley - P5	1	191 - 5th Apprentice	Double Time	$ 131.01	$ 131.01
Barnes, Torjan - P2	1	191 - 2nd Apprentice	Double Time	$ 87.53	$ 87.53
				$ -	$ -
				$ -	$ -
				$ -	$ -

Subcontractor	Qty			Totals		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -	Markup	
		Labor:	237	$ 23,650.33	31.00%	$ 7,331.60
		Material:		$ 43,110.10	21.00%	$ 9,053.12
		Equipment:		$ 2,250.00	21.00%	$ 472.50
		Subcontractor:		$ -	12.00%	$ -
		Total Costs		$ 69,010.43	$ 16,857.22	$ 85,867.65

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
34953608-001	10/18/2024
INVOICE AMOUNT	**CURRENCY**
$ 13684.71	USD
CUSTOMER NO.	**TERMS**
2355975	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	CONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

BILL TO:

SERVICE ELECTRIC CO
P.O. BOX 1489
SNOHOMISH, WA 98291-1489

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
5513-60447	55904164	2355975	DAVID HOWATT
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
JACK GROVE	HERC	WET SIGNATURE	BEN FUCHS

JOB #/SITE
1 - LAKE CHAPLAIN

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	140KW GENERATOR DSL	8/ 800.00	133.33	800.00	2150.00	4250.00	8500.00
	IC#: 800379167 **CAT/Class:** 5011140						
	Make: MULTIQUIP **Model:** DCA180SSJU4F3 **Ser #:** 8900761						
	LICENSE: WA 79420AJ						
	Hours Free:			8	40	160	
	HR OUT: 2144.360 HR IN: 2314.100 TOTAL: 169.740						
	FREE: 160.000 EXCESS: 9.740 HRS CHG: 26.563						
	Rate reflects 24/7 run time						
	SET 480/3						
	1600.00 4300.00 8500.00						
	use ic 800379167: need to grab from 702						
	EMISSIONS & ENV SURCHARGE EMISSIONS						168.30
	WA EQUIPMENT RENTAL TAX 2217999990						106.25
8	CABLE 4/0 50FT CAMLOCK	8/ 10.00	1.67	10.00	25.00	50.00	400.00
	9400815						
	WA EQUIPMENT RENTAL TAX 2217999990						5.00
2	CABLE 2/0 50FT CAMLOCK	8/ 10.00	1.67	10.00	20.00	40.00	80.00
	9400715						
	WA EQUIPMENT RENTAL TAX 2217999990						1.00
1	I-LINE PANEL 800 AMP	8/ 236.00	39.33	236.00	880.00	1510.00	1510.00
	800394633 Model: IL-086-VDE-27-R Ser #: 1223270174						
	5251070						
	800-39-4633						
	1 - 225amp breaker, 1 - 150amp,						
	4 - 20amp						
	WA EQUIPMENT RENTAL TAX 2217999990						18.88
4	CIRCUIT BREAKER 20A	8/ 5.00	.83	5.00	10.00	20.00	80.00
	5530002						
	480/3						
	WA EQUIPMENT RENTAL TAX 2217999990						1.00
2	CIRCUIT BREAKER 70-250A ADJ	8/ 10.00	1.67	10.00	25.00	60.00	120.00
	5530061						
	480/3						
	WA EQUIPMENT RENTAL TAX 2217999990						1.50
1	FUEL TANK 787 GALLON	8/ 115.00	19.17	115.00	474.00	866.00	866.00
	IC#: 800107616 **CAT/Class:** 5301070						
	Make: TRANSCUBE **Model:** 30TCG **Ser #:** 301745						
	EMISSIONS & ENV SURCHARGE EMISSIONS						17.15
	WA EQUIPMENT RENTAL TAX 2217999990						10.83
3	PIGTAIL 4/0 MALE UNDER 10FT	8/ 2.00	.33	2.00	8.00	16.00	48.00
	9400880						

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
34953608-001	10/18/2024
INVOICE AMOUNT	**CURRENCY**
$ 13684.71	USD
CUSTOMER NO.	**TERMS**
2355975	Due Upon Receipt

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
5513-60447	55904164	2355975	DAVID HOWATT
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
JACK GROVE	HERC	WET SIGNATURE	BEN FUCHS
JOB #/SITE			
1 - LAKE CHAPLAIN			

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
	WA EQUIPMENT RENTAL TAX 2217999990						.60

SALES ITEMS:

QTY	ITEMS	UNIT	PRICE	AMOUNT
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE		47.50	47.50
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE		47.50	47.50

To ensure accurate payment processing, please include a remittance with your payment. If paying by ACH or Wire, please send remittance to HercTimeChecks@hercrentals.com.

The safest way to make payments is through our secure ProControl NextGen Website. To enroll please talk with your sales representative or call 1-877- 953-8778, opt 1, 1. You can also visit www.HercRentals.com

Effective January 1, 2025, all Certificates of Insurance (COI) must be sent **electronically** to HercCOI@HercRentals.com. Herc Rentals will no longer accept COI's

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
LAKE CHAPLAIN
29316 LAKE CHAPLAIN RD
MONROE, WA 98272

RENTED FROM:
HERC RENTALS 709
1261 BOUSLOG RD
BURLINGTON, WA 98233
PH: 360-707-2753

RENTAL DAYS/HOURS:		25/ 5.00
INVOICE FROM:	9/20/24	9:01
INVOICE TO:	10/15/24	14:00

RENTAL START DATE: 9/20/24 9:00

	Original	Adjustment	Total
RENTAL CHARGES	11604.00		11604.00
OTHER CHARGES	425.51		425.51
DELIVERY/PICK UP	500.00		500.00
TAXABLE CHARGES	12289.45		12289.45
TAX	1155.20		1155.20
TOTAL CHARGES	13684.71		13684.71

LATE CHARGES MAY APPLY

1919 SIXTH AVENUE S
SEATTLE WA 98134-1610
Phone: 206-200-6798
Fax: 206-701-2919

To: SERVICE ELECTRIC / COMMERCIAL-ROADWAY
1615 1ST STREET
SNOHOMISH WA 98290-2618
Attn: Jack Grove
Phone: 360-5686966
Fax: 360-5689283
Email:

Date: 12/08/2023
Proj Name: CITY OF EVERETT WFP GEAR
GB Project Qte#: 0244961790
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 12/08/2023
Valid To: 01/07/2024
Contact: Joe Karr
Email: Joe.Karr@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		**1 EA**	**SQUARE D CO.**	**LOT SQD FIELD SERVICES PER Q-4596229.**		**$20,580.00**	**1**	**$20,580.00**

Item Note: **FSR TECH SUPPORT PROPOSAL FROM SCHNEIDER SERVICES.**

ADD $1500 PER DAY FOR THIS SERVICE TO BE DONE ON SUNDAYS AND HOLIDAYS.

Total in USD (Tax not included): $20,580.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

HercRentals™

CUSTOMER COPY
ORIGINAL INVOICE
11/08/24

Invoice Number: 34953608-003

Res/Quote Number: 55904164

PAYMENT TERMS ARE DUE UPON RECEIPT
LATE CHARGES MAY APPLY
Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

AMOUNT DUE: $ 990.04

AMOUNT ENCLOSED: $ _____

SERVICE ELECTRIC CO
P.O. BOX 1489
SNOHOMISH, WA 98291-1489

CUSTOMER NUMBER: 2355975

MAIL PAYMENT TO:
HERC RENTALS INC.
PO BOX 936257
ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM:
HERC RENTALS (709)
1261 BOUSLOG RD
BURLINGTON, WA 98233
Ph: 360-707-2753
Fax:000-000-0000

SHIPPING ADDRESS:
LAKE CHAPLAIN
29316 LAKE CHAPLAIN RD
MONROE, WA 98272

RENTAL DAYS/HOURS: 21/ 5.00
INVOICE FROM DATE: 10/18/24 9:01
INVOICE THRU DATE: 11/08/24 14:00

PO# :	5513-60447
JOB NUMBER :	1 - LAKE CHAPLAIN
RENTAL START DATE:	9/20/24 9:00
DELIVERED BY:	HERC
ORDERED BY:	JACK GROVE
SIGNED BY:	WET SIGNATURE
SALES REP:	DAVID HOWATT
CLOSED BY:	BEN FUCHS

	Original	Adjustments	Total
RENTAL CHARGES	610.00		610.00
OTHER CHARGES	295.63		295.63
TAXABLE CHARGES	898.00		898.00
TAX	84.41		84.41
TOTAL CHARGES	990.04		990.04
NET DUE			**990.04**

QTY	EQUIPMENT #		HRS/	MIN	HOUR	DAY	WEEK	4 WEEK	AMOUNT
9	CABLE 4/0 50FT CAMLOCK 9400815		8/	10.00	1.67	10.00	25.00	50.00	450.00
	WA EQUIPMENT RENTAL TAX	2217999990							5.63
2	CABLE 2/0 50FT CAMLOCK 9400715		8/	10.00	1.67	10.00	20.00	40.00	80.00
	WA EQUIPMENT RENTAL TAX	2217999990							1.00
5	PIGTAIL 4/0 MALE UNDER 10FT 9400880		8/	2.00	.33	2.00	8.00	16.00	80.00
	WA EQUIPMENT RENTAL TAX	2217999990							1.00

SALES ITEMS:

QTY	ITEM NUMBER	UNIT	PRICE	AMOUNT
96	PREVENT MAINT $3.00	EA	3.000	288.00
	3770000001 - PREVENTATIVE MAINTENANCE			

For GREAT DEALS on USED EQUIPMENT - Visit us at HercRentals.com

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
34953608-002	11/01/2024
INVOICE AMOUNT	**CURRENCY**
$ 6335.35	USD
CUSTOMER NO.	**TERMS**
2355975	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

BILL TO:

SERVICE ELECTRIC CO
P.O. BOX 1489
SNOHOMISH, WA 98291-1489

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	CONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
5513-60447	55904164	2355975	DAVID HOWATT
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
JACK GROVE	HERC	WET SIGNATURE	

JOB #/SITE
1 - LAKE CHAPLAIN

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
9	CABLE 4/0 50FT CAMLOCK 9400815	8/ 10.00	1.67	10.00	25.00	50.00	450.00
2	CABLE 2/0 50FT CAMLOCK 9400715	8/ 10.00	1.67	10.00	20.00	40.00	80.00
5	PIGTAIL 4/0 MALE UNDER 10FT 9400880	8/ 2.00	.33	2.00	8.00	16.00	80.00

SALES ITEMS:

QTY	ITEMS	UNIT	PRICE	AMOUNT
96	PREVENT MAINT $3.00 3770000001 - PREVENTATIVE MAINTENANCE	EA	3.00	288.00
700	REFUEL 3741000001 - REFUEL SERVICE FEE - REVENU Delivered fuel tank full	EA	6.99	4893.00

RECEIVED
NOV 05 2024
SERVICE ELECTRIC

To ensure accurate payment processing, please include a remittance with your payment. If paying by ACH or Wire, please send remittance to HercTimeChecks@hercrentals.com.

The safest way to make payments is through our secure ProControl NextGen Website. To enroll please talk with your sales representative or call 1-877- 953-8778, opt 1, 1. You can also visit www.HercRentals.com

Effective January 1, 2025, all Certificates of Insurance (COI) must be sent electronically to HercCOI@HercRentals.com. Herc Rentals will no longer accept COI's

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
LAKE CHAPLAIN
29316 LAKE CHAPLAIN RD
MONROE, WA 98272

RENTED FROM:
HERC RENTALS 709
1261 BOUSLOG RD
BURLINGTON, WA 98233
PH: 360-707-2753

	Original	Adjustment	Total
RENTAL CHARGES	610.00		610.00
OTHER CHARGES	288.00		288.00
FUEL CHARGES	4893.00		4893.00
TAXABLE CHARGES	5791.00		5791.00
TAX	544.35		544.35
TOTAL CHARGES	6335.35		6335.35

RENTAL DAYS: 28
INVOICE FROM: 9/20/24
INVOICE TO: 10/18/24

RENTAL START DATE: 9/20/24 9:00

LATE CHARGES MAY APPLY

CUSTOMER #: 2355975 RES/QUOTE #:55904164 INVOICE #: 34953608-002 INVOICE DATE: 11/01/2024

CHANGE ORDER

TAURUS POWER & CONTROLS

9999 SW Avery St, Tualatin, OR 97062
PHONE: (800)-755-7694 PowerTest@TaurusPower.com

CO #:	1	DATE:	10/25/2024
JOB #:	24-7157	JOB PO #:	7299
		CHANGE PO #:	

FROM:	Aaron Statt	TO:	Jack Grove
	Taurus Power & Controls, Inc		Service Electric
	9999 SW Avery St		6133 Lake Chaplain Rd
	Tualatin, OR 97062		Monroe, WA 98272

DESCRIPTION	Cost	
This change order for the Everett WFP Phase 2 Capitol Improvements power study		
is to cover the additional costs of replacement of the L-3 generator, and updating		
the coordination settings for the downstream protection as well.		
Additionally included in this update is to coordinate the previous 23-5994 WFP power		
study to include in this power study as well. To have a concise power study to provide		
to the customer.		
Updating the location 3 generator breaker	$190.00	
Updating the location 3 generator	$380.00	
Writing Report V03 including existing study report documents.	$950.00	

Fixed Cost: $1,520.00

Original Contract Amount	$0.00
Previous Change Orders	$0.00
This Change Order	$1,520.00
Adjusted Contract Amount	$1,520.00

No work will be performed on this Change Order until Taurus Power & Controls', Inc. Purchasing Department receives a signed copy. The work by this order shall be performed under the same terms and conditions as that included in the original contract unless stated otherwise above. No invoice will be sent until all work and documentation has been completed.

CONTRACTOR REPRESENTATIVE DATE

Aaron Statt 10/25/2024
TAURUS REPRESENTATIVE DATE

WFP Emergency Generator - IMCO General Construction - Taurus Power SEL Relays Program and Testing

DATE:	Friday, December 20, 2024	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**Taurus power and controls to program and test SEL Relays.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	Taurus Power and Controls	LS	**1.00**	**8173.55**	**8173.55**
				TOTAL SUBCONTRACTOR $	**8173.55**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**980.83**
				SUBTOTAL EQUIPMENT $	**9154.38**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	9154.38
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:		Work witnessed but entitlement to be paid as extra work has not been determined	

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

November 20, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal **#24**
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description of work: Taurus Power & Controls to Program & Test SEL Relays

Service Provider	6,755.00
21% Markup	1,418.55
GRAND TOTAL	**$8,173.55**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove

Jack Grove - Cell: 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 24

Work Order #	N/A	Work Date	11/19/2024
Description of Work:	Taurus to program and test SEL relays		

Material	QTY	Material Price	Per	Material Extension
Taurus Quote	1	$ 6,755.00		$ 6,755.00
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
Equipment	**Qty**	**Rate**		**Equipment Extension**
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Labor	Qty	Wage Level	Shift & Type	Wage Rate	Labor Extension
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

Subcontractor	Qty			Totals		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -	Markup	
		Labor:	0	$ -	31.00%	$ -
		Material:		$ 6,755.00	21.00%	$ 1,418.55
		Equipment:		$ -	21.00%	$ -
		Subcontractor:		$ -	12.00%	$ -
		Total Costs		$ 6,755.00	$ 1,418.55	$ 8,173.55

1CCB# OR 221016
WA TAURUPC7660D

Everett Relay Testing
Everett, WA

November 12, 2024
Proposal 23-6528rev1
Page 1

Attention: Electrical Estimator

Subject: Third Party Electrical Acceptance Testing

ELECTRICAL TESTING SERVICES

Taurus Power and Controls, as a Full Member of the International Electrical Testing Association (NETA), is pleased to present you with the following proposal for third party electrical testing services.

TOTAL FIXED PRICE FOR ELECTRICAL TESTING: **$6,755.00**

I. PROJECT DESCRIPTION

The scope of work shall be to assist and perform electrical testing in accordance with the contract specifications and/ or the latest NETA testing standards. *All NETA optional tests are excluded unless specifically called out in the contract specifications.*

All work shall be performed with reference to the manufacturers and other nationally recognized testing procedures (i.e., NETA, IEEE).

All equipment must be de-energized to allow for proper testing.

This proposal is based on information derived from Drawings E701

Specific Electrical tests provided in this bid are:

- 3 Each: SEL-751 Install & Testing

(Continued on the next page)

- Taurus will *perform tests on new equipment* provided as part of this project (less any exclusions). All existing equipment is excluded, acceptance testing limited to new equipment.
- Upon completion of the completed project work a detailed final report shall be provided *within 14 working days* outlining all equipment inspected and serviced, test forms and recommendations. If progress reports are required, they will be completed on a time and material basis as requested.
- On-site testing will be provided by Taurus Power and Controls. Any services performed outside the scope of this Project Description will be billed on a time and materials basis at the applicable rate from Taurus Power and Controls' rate sheet.
- Addenda Acknowledged: no addenda

II. EXCLUSIONS

- Start-up and programming of the following equipment is to be performed by manufacturer's representative and is excluded from this quote.
  - Automatic transfer switches
  - Generators
  - Variable frequency drives
  - Fiber Optic Cables
- *Retaining a manufacturer's representative is excluded.*
- Taxes will be billed as extra, if applicable
- **Prevailing Wage:** Taurus Power and Controls is exempt from prevailing wage requirements while performing power testing in Oregon and Washington as we do not perform any prevailing wage tasks as defined by state directives.

III. CUSTOMER RESPONSIBILITIES:

- Taurus Power and Controls requires four weeks' notice for scheduling.
- ***All equipment must be de-energized to allow for testing.***
- All equipment must be made available during Normal Business hours (Monday through Friday, 7am to 5pm, excluding Holidays). Scheduling outside these hours shall be billed on a time and material basis. Rate sheet is available upon request.
- **All equipment must be made available to complete in *no more than 1 mobilization(s)* to the site comprising of the appropriate number of technicians.**
- Additional trips shall be billed on a time and material basis.
- Once at the job site it will be the customers' responsibility to make all electrical equipment under the work scope available to Taurus personnel per the agreed upon work schedule.
- Provide us with the manufacturers' documentation/ submittals on the equipment to be tested at least two weeks in advance of the actual testing.
- Provide all protective device settings prior to arrival.

- Provide an up-to-date single line diagram of the equipment to be worked on.
- *Provide power within 50 feet of the equipment to be tested*. Assist with terminating power leads if necessary.
    - **120 Volts at 15 Amps** **standard receptacle**
    - **208/ 240 Volts at 30 Amps** **L6-30R receptacle, style found on spider box**
    - **480 Volts at 100 Amps** **(*cam-lok* or breaker lugs)**
- Provide racking handles, manufacturer's tools and lifting hardware, if needed, to remove and reinstall breakers.
- Remove & install molded case circuit breakers from distribution panels if necessary.
- Provide spare parts to repair defective equipment.

IV. EXPENSES

If additional work is required beyond the project description above, the incidental expenses such as meals, lodging, commercial travel, etc., will be billed at cost plus 15%.

Travel time and mileage will be billed portal to portal from the local Taurus office
Current rate sheet available upon request

- Labor (including travel) will be billed at $200.00 per hour
- Mileage will be billed at $0.90 per mile

Expediting charges are not included in the above pricing

V. TERMS AND CONDITIONS

Terms and Conditions of Form 491 (see attached) to apply to all services rendered by Taurus Power and Controls, Inc.

Payment terms:
Progress Billing, NET 30 from Invoice Date
No Retention Fees
Credit Card Payment will incur a 3% surcharge

Proposal is valid for a period of sixty (60) days from date of presentation.

Taurus Power and Controls would like to thank you for this opportunity to present our services. If we can address any questions regarding this proposal or be of further assistance, please feel free to contact us.

Sincerely,

Shane Sarantis
Power Services Coordinator
SSarantis@tauruspower.com
971-710-4196

FORM 491

TAURUS POWER & CONTROLS (TAURUS) agrees to provide, and the CUSTOMER agrees to accept installation, repairs, and sale of parts according to the charges, terms, and conditions of this Agreement.

1.0 SERVICES
TAURUS services can consist of any or all of the following: Application assistance, Planning, Management, Technical guidance, labor, tools, new and/or renewal parts, and miscellaneous materials to renovate (including test and start-up) Purchaser's equipment. TAURUS reserves the right to subcontract any of the above noted work to one or more subcontractors.

2.0 TAURUS FEES
Prices are firm for all services performed within thirty (30) days from the date of the quote unless otherwise specified. Services rendered after said thirty (30) days will be billed at rates in effect at the time services are performed. Customer agrees to pay TAURUS for parts and services rendered as follows:

2.1 Services: Customer will pay fees according to the bid or applicable hourly rate and travel expenses, including travel, waiting and service time

2.2 Parts: Renewal parts or expendable material will be billed at current list prices. TAURUS reserves the right to bill handling charges for special part orders.

2.3 Shipping & Handling: All parts are subject to shipping and handling charges. UPS ground will be used to ship all repaired units and parts. CUSTOMER agrees to pay additional shipping incurred for all other means of transportation.

2.4 The Fee Schedule is subject to change without notice.

2.5 Outside Services, such as rental of special equipment, transportation fares for public carriers, long distance telephone calls and/or materials, tools and parking fees will be charged at cost plus handling charge of 10%.

2.6 Special Equipment not normally carried by field engineers will be charged at current rates plus handling charges.

2.7 Travel Time: The billing for Travel time shall be at applicable rates. Traveling time and expenses for each engineer will include leaving and returning to his/ her headquarters. All travel and living expenses will be billed at cost plus a handling charge of 10%.

3.0 WARRANTIES
TAURUS provides the following warranties for its services and products:

3.1 ORIGINAL MANUFACTURER PARTS AND EQUIPMENT: All parts and equipment obtained from original manufacturer shall include the manufacturer's warranty. TAURUS makes nor offers any other warranty in regard to original manufactures' Parts and equipment. Taurus specifically disclaims any and all IMPLIED WARRANTIES of MERCHANTABILITY and/ or FITNESS FOR A PARTICULAR PURPOSE.

3.2 TAURUS EQUIPMENT/SERVICES: Equipment significantly modified or created by TAURUS and all service performed by TAURUS are guaranteed against material and workmanship defect for a period of (1) year from the date as listed below. Upon prompt written notice from CUSTOMER within (10) ten days of CUSTOMER knowing or should have known of any defect; TAURUS shall promptly correct said defect. Any and all modifications or Alterations VOID any express or implied warranties offered by TAURUS. CUSTOMER agrees that failure to notify TAURUS of any warranty issues within (60) sixty days of the equipment being delivered or installed, or the services being performed constitutes a complete and absolute acceptance of all equipment, goods and services tendered by TAURUS and constitutes a complete and absolute discharge of any responsibility and all liability to CUSTOMER, CUSTOMER'S AGENTS, and third parties. In the event a third party sues TAURUS, CUSTOMER shall hold TAURUS harmless and indemnify TAURUS in the manner specified below. Specifically, TAURUS specifically disclaims any and all IMPLIED WARRANTIES of MERCHANTABILITY and/or FITNESS FOR A PARTICULAR PURPOSE.

4.0 TAXES
Prices do not include any federal, state, or local property, license, privilege, sales, use, gross receipts, or other like taxes upon or with respect to the transaction or the property, its sale, value, use, or any services performed in connection therewith. CUSTOMER agrees to pay or reimburse any such taxes which Taurus, subcontractors or suppliers are required to collect pay.

5.0 TERMS OF PAYMENT

5.1 STANDARD TERMS OF PAYMENT are net 30 days from date of invoice for services completed and equipment delivered. For services of longer duration, monthly progress payments are required.

5.2 SPECIAL PAYMENT TERMS: TAURUS shall have the right to require full or partial payment in advance at any time if, in its sole opinion, the financial condition of the CUSTOMER does not justify the terms of payment specified. If work is delayed by the CUSTOMER, TAURUS may also require payment for all materials accumulated for performance of this order.

5.3 LATE PAYMENT CHARGES, if payment is not received within thirty (30) days following the date of the invoice. Customer agrees to pay a LATE PAYMENT CHARGE of 1 ½% per month of any amount not paid in accordance with this agreement.

6.0 CUSTOMER BREACH

6.1 In the event CUSTOMER breaches this agreement, TAURUS reserves the right to withhold future services/ shipping on future calls, or orders. Additionally, all equipment delivered to the site but not installed shall be immediately returned to TAURUS, unless the equipment is a specialty item designed and manufactured specifically for CUSTOMER, in which case CUSTOMER specifically authorizes TAURUS to file a UCC and / or lien upon said equipment. Additionally, all sums due shall be deemed a Late Payment if not received within (10) ten days of default. Furthermore, on all projects in which payment is more than 55 days late, CUSTOMER authorizes TAURUS to file any LIEN and / or UCC filing as it deems necessary to protect its rights to payment. In t. event of a breach by CUSTOMER, CUSTOMER AGREES to pay all collection costs and attorney fees incurred by TAURUS in an attempt to collect all amounts due and owing.

7.0 COLLECTION COSTS AND LITAGATION

7.1 If Taurus files an action to collect any amount not paid in accordance with this agreement, CUSTOMER agrees to pay, in addition to the sum due, reasonable attorney's fees,

including attorney's fees on appeal and court fees and all other expenses incurred in collection of amounts due.

7.2 CUSTOMER agrees to pay all fees which any collection agency may charge, including but not limited to fees associated with collection of debt.

7.3 TAURUS retains the right to demand the surrender and/ or repossession of equipment sold to CUSTOMER if in its opinion, the financial condition of the CUSTOMER does not justify the terms of payment specified.

8.0 LIMITATION OF LIABILITY

8.1 TAURUS shall not be liable for loss, damage, or delay. Liability resulting from causes beyond its reasonable control or from fire, strike, or other concerted action of workmen, act or omission of subcontractor, general contractor or CUSTOMER, governmental authority or of the purchaser, insurrection or riot, embargo, wreck or delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

8.2 The liability of TAURUS whether in contract or tort, shall not exceed the price of the services rendered, equipment or parts which such liability is based. TAURUS is not liable for any SPECIAL, DIRECT, or INDIRECT, INCIDENTAL or CONSEQUENTIAL DAMAGES. Furthermore, CUSTOMER shall hold harmless and indemnify TAURUS from and against any and all liability of every kind, brought by any third party for any services TAURUS performs or equipment install for any reason whatsoever, unless TAURUS is the sole and exclusive cause of the act of omission or commission which gives rise to the liability. The duty to hold harmless includes the obligation to pay for TAURUS reasonable defense costs and attorney fees.

8.3 Any/all unclaimed goods or services over 180 days will become property of TAURUS.

9.0 CUSTOMER'S RESPONSIBILITIES

9.1 Customer must furnish at least one (1) individual to be present and act as customer's representative at all times during which Taurus technicians are working on CUSTOMER premises.

9.2 TAURUS personnel will not perform any work unless specifically requested in writing by the CUSTOMER.

9.3 TAURUS engineers and technicians are non-union professional personnel. In the event of a trade union jurisdiction dispute, the CUSTOMER shall pay for any charges or wages where IBEW personnel are required to assist or standby during testing operations.

10.0 SERVICES TAURUS WILL NOT PERFORM

10.1 Services which are impractical for TAURUS to perform because of alterations in purchaser's equipment or its connection to a power source.

10.2 Repair of damage or increase in service time resulting from failure to provide a suitable work environment, or failure to render services due to causes beyond its control.

10.3 Making specifications changes or performing services connected with relocation of equipment, adding, or removing accessories, attachments, or other devices.

11.0 TERMINATION

Any order or contract may be terminated by the CUSTOMER only upon payment of reasonable termination charges based upon expenses already incurred and commitments made by TAURUS.

12.0 EXCLUSIVE AGREEMENT

This agreement constitutes the complete and exclusive statement of agreement between the parties, superseding all oral and written communications and any prior agreements relating to its subject matter. This agreement shall prevail over any conflicting terms or proposals of any purchase order or other document which we may deliver to you or any invoice which you may send to us.

13.0 AMENDMENTS

TAURUS may from time to time amend this agreement by written notice to CUSTOMER. The amendment shall apply to any order which you place with TAURUS after the date of amendment

14.0 RIGHT TO LIEN

14.1 TAURUS reserves the right to file an Intent to lien and then to follow it up with the actual lien if necessary.

BY REQUESTING SERVICES FROM TAURUS, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Contractor:	
(Signature)	(Date)

WFP Emergency Generator - IMCO General Construction - Management Delay Costs November 2024

DATE:		**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**IMCO management costs due to project delays for November 2024, using August as the baseline**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
James Janda	Superintendent	42.0	**103.960**			**4366.32**
Mitchell Sorestad	Project Manager	42.0	**89.800**			**3771.60**
Colbi Bertrand	Field Engineer	42.0	**55.010**			**2310.42**
					TOTAL LABOR $	**10448.34**
					29% MARKUP FOR FORCE ACCOUNT LABOR	**3030.02**
					SUBTOTAL LABOR $	**13478.36**

MATERIALS DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
				TOTAL SUBCONTRACTOR $	
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	
				SUBTOTAL EQUIPMENT $	

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	13478.36
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

IMCO General Construction, Inc.

Job Name: Everett WFP Emergency Gen **Job Code: 4221**

Labor Hours Review

Print records between 11/01/2024 and 11/30/2024

Expected Values are based on completed Production Quantities and Budgeted Values.
(e.g. - If half of your Quantities are completed, then half of your Budgeted Values would be "Expected")

		Quantity				Labor Hrs				Labor Hrs / Unit		Units / Labor Hr	
Cost Code	Description	Budgeted	Placed	Unit	% Comp	Budgeted	Expected	Actual	Difference	Budgeted	Actual	Budgeted	Actual
010-10	Project Manager	880.00	42.000	HRS	5	880.00	42.00	42.00	0.00	1.0000	1.0000	1.0000	1.0000
010-25	Field Engineer	760.00	42.000	HRS	6	760.00	42.00	42.00	0.00	1.0000	1.0000	1.0000	1.0000
010-35	General Superintendent	1,408.00	42.000	HRS	3	1,408.00	42.00	42.00	0.00	1.0000	1.0000	1.0000	1.0000
	Grand Totals for the above Cost Code(s):					**3,048**	**126**	**126**	**0**				

NOTE:

Filters in effect:
Foreman = RIMASH.
All Cost Codes that have Cost or Production against them (not including Discontinued).
Dates >= 11/01/2024 and Dates <= 11/30/2024.
Summary Sort = None.
Expected values are capped at the Budgeted amount (excludes Extra Work codes and Time and Material codes)

WFP Emergency Generator - IMCO General Construction - Location 2 Electric Actuators

DATE:	Tuesday, December 3, 2024	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**Replaced the existing pnematic actuators with electric actuators at Location 2.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Shinn Mechanical	Electric Actuators	LS	**1.00**	**14656.00**	**14656.00**
				TOTAL SUBCONTRACTOR $	**14656.00**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**1758.72**
				SUBTOTAL EQUIPMENT $	**16414.72**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	16414.72
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

COE note: WCD 51 includes only charges from 11/1 -11/13 equal to $5,776.44. Remaining charges ($7,701.92) for 11/14 - 11/30 are included on WCD 54.

18802 80th Avenue South
Kent, WA 98032
Phone: (425) 203-9800
www.shinnmechanical.com

October 9, 2024

Re: IMCO – WFP Generator - Everett
Job Number 22-3706
22-3706 - COP #009 Location 2 Pneumatic to Electric Actuators

To: IMCO Construction
2116 Buchanan Loop
Ferndale, WA 98248

Attn: Mitchell Sorestad

Description: We are pleased to present you with our proposal to provide replacement of existing pneumatic actuators with Belimo electric actuators. Material and Installation of Belimo actuators and required accessories only.

Cost: $ 14,656.00

Exclusions:
- Construction Schedule Impacts
- Electrical
- Overtime or Shift Labor
- Washington State Sales Tax

If you have any questions associated with this proposal, please feel free to contact us at (425) 203-9800.

Sincerely,

Trey Shinn
Shinn Mechanical, Inc.

This is a direct cost report - not billing rates, and does no include an of their markups

Report Selections:				
	Job:	22-3706	Job Status:	Active, Inactive, Complete
	Phase:	50000009	Phase Status:	Active, Inactive, Complete
	Cost Type:	ALL	Division:	ALL
	Tran. Type:	AP, EQ, GL, IC, JC, PR, OH	Customer:	ALL
	Vendor:	ALL	Draw Appl. #:	ALL
	Employee:	ALL	A/P Contract Labor Hours?	No
	Inv. Item:	ALL	Master Job?	No

SHINN MECHANICAL, INC.

Job Cost History Report From Inception To 12/19/24

Includes Posted Transactions Only

UnPosted? Date	Tran Type	Reference	Description	Additional Information	Hours	Unit of Measure Quantity	Amount
Job: 22-3706 WFP-GENERATOR-Everett							
Phase: 5000-0009 COP #009 Pneumatic to Ele Cost Type: E EQUIPMENT							
11/03/24	EQ	V-115	2022 FORD F-150 MATT SIMMONS	Rate: 7.82	8.00		62.56
11/17/24	EQ	V-115	2022 FORD F-150 MATT SIMMONS	Rate: 7.82	8.00		62.56
11/24/24	EQ	V-115	2022 FORD F-150 MATT SIMMONS	Rate: 7.82	8.00		62.56
12/08/24	EQ	V-115	2022 FORD F-150 MATT SIMMONS	Rate: 7.82	8.00		62.56
			Subtotal for Phase: 5000-0009 COP #009 Pneumatic to Ele Cost Type: E EQUIPMENT		**32.00**	**0.00**	**250.24**
Phase: 5000-0009 COP #009 Pneumatic to Ele Cost Type: L LABOR							
11/03/24	PR	SIMMAT	MATT M SIMMONS	Check# E82223	8.00		903.52
11/17/24	PR	SIMMAT	MATT M SIMMONS	Check# E82418	8.00		903.52
11/24/24	PR	SIMMAT	MATT M SIMMONS	Check# E82517	8.00		903.52
12/08/24	PR	SIMMAT	MATT M SIMMONS	Check# E82717	8.00		931.95
			Subtotal for Phase: 5000-0009 COP #009 Pneumatic to Ele Cost Type: L LABOR		**32.00**	**0.00**	**3,642.51**
Phase: 5000-0009 COP #009 Pneumatic to Ele Cost Type: M MATERIAL							
10/28/24	AP	ATSAUT	ATS AUTOMATION	Invoice I006697 dated 10/16/24 PO 112359 5000-0009		49.00	9,417.90
11/19/24	AP	ATSAUT	ATS AUTOMATION	Invoice I006720 dated 11/11/24 PO 112359 Belimo #ZG-EFB		8.00	756.80
12/16/24	AP	HOMDEP	HOME DEPOT	Invoice 12/05/24 dated 12/ 5/24			91.28
			Subtotal for Phase: 5000-0009 COP #009 Pneumatic to Ele Cost Type: M MATERIAL		**0.00**	**57.00**	**10,265.98**
Job 22-3706 Recap			**Total for Job: 22-3706 WFP-GENERATOR-Everett**		**64.00**	**57.00**	**14,158.73**

Hours **Amount**	EQUIPMENT	LABOR	MATERIAL	**Total**
5000-0009 COP #009 Pneumatic to Ele	***32.00*** **250.24**	***32.00*** **3,642.51**	***0.00*** **10,265.98**	***64.00*** **14,158.73**
Total	***32.00*** **250.24**	***32.00*** **3,642.51**	***0.00*** **10,265.98**	***64.00*** **14,158.73**

SHINN MECHANICAL, INC.

Job Cost History Report From Inception To 12/19/24

Includes Posted Transactions Only

UnPosted?

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Unit of Measure / Amount
Report Recap by Job			11 records processed	Report Totals	64.00	57.00	14,158.73

Hours
Amount

	EQUIPMENT	LABOR	MATERIAL	Total
22-3706 WFP-GENERATOR-Everett	*32.00* 250.24	*32.00* 3,642.51	*0.00* 10,265.98	*64.00* 14,158.73
Total	*32.00* 250.24	*32.00* 3,642.51	*0.00* 10,265.98	*64.00* 14,158.73

ATS AUTOMATION
450 SHATTUCK AVE S
RENTON, WA 98057
Phone: (425) 251-9680
Fax: (425) 251-0949

INVOICE

Invoice No.	I006697
Date	10/16/2024
Order No.	O007080
Shipper ID	S006806
Order Type	Sales Order
Customer ID	SHI01

BILL TO:	PLEASE REMIT PAYMENT TO:
SHINN MECHANICAL **18802 80TH AVENUE S** **KENT, WA 98032** **subap@shinnmech.com**	**ATS AUTOMATION** **PO Box 24577** **SEATTLE, WA 98124-0577**

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.
	BEST WAY	Shinn	112359

ORDER DATE	TERMS	SALES PERSON	SITE
10/10/2024	DUE IN 30 DAYS		1 RENTON WAREHOUSE

PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	QTY BO	PRICE	DISC %	EXT. PRICE
ZZZ-2403 Belimo #EFB120-S	8.00	EA	8.00	0.00	1,005.40	0.00	8,043.20
ZZZ-2404 Belimo #AFB118	8.00	EA	8.00	0.00	74.80	0.00	598.40
ZZZ-2405 Belimo #KH8	8.00	EA	8.00	0.00	19.25	0.00	154.00

FOR INVOICE TOTALS OF $2,500 OR LESS, MASTERCARD AND VISA ARE ACCEPTABLE FORMS OF PAYMENT. CONTACT ATS AT THE ABOVE NUMBER FOR PROCESSING.

Continued

ATS AUTOMATION
450 SHATTUCK AVE S
RENTON, WA 98057
Phone: (425) 251-9680
Fax: (425) 251-0949

INVOICE

Invoice No.	I006697
Date	10/16/2024
Order No.	O007080
Shipper ID	S006806
Order Type	Sales Order
Customer ID	SHI01

BILL TO:	PLEASE REMIT PAYMENT TO:
SHINN MECHANICAL **18802 80TH AVENUE S** **KENT, WA 98032** **subap@shinnmech.com**	**ATS AUTOMATION** **PO Box 24577** **SEATTLE, WA 98124-0577**

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.
	BEST WAY	Shinn	112359

ORDER DATE	TERMS	SALES PERSON	SITE
10/10/2024	DUE IN 30 DAYS		1 RENTON WAREHOUSE

PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	QTY BO	PRICE	DISC %	EXT. PRICE
SHIP	SHIPPING CHARGES						47.00

FOR INVOICE TOTALS OF $2,500 OR LESS, MASTERCARD AND VISA ARE ACCEPTABLE FORMS OF PAYMENT. CONTACT ATS AT THE ABOVE NUMBER FOR PROCESSING.

Sales Total	9,370.90
Shipping	0.00
Misc. Charges	47.00
Tax Total	0.00
	9,417.90
Less Paid Amount	0.00
TOTAL	9,417.90

ATS AUTOMATION
450 SHATTUCK AVE S
RENTON, WA 98057
Phone: (425) 251-9680
Fax: (425) 251-0949

INVOICE

Invoice No.	I006720
Date	11/11/2024
Order No.	O007097
Shipper ID	S006825
Order Type	Sales Order
Customer ID	SHI01

BILL TO:	PLEASE REMIT PAYMENT TO:
SHINN MECHANICAL 18802 80TH AVENUE S KENT, WA 98032 subap@shinnmech.com	ATS AUTOMATION PO Box 24577 SEATTLE, WA 98124-0577

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.
	UPS 1-DAY SERVICE	Shinn	112359

ORDER DATE	TERMS	SALES PERSON	SITE
11/1/2024	DUE IN 30 DAYS		1 RENTON WAREHOUSE

PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	QTY BO	PRICE	DISC %	EXT. PRICE
ZZZ-2414 Belimo #ZG-EFB	8.00	EA	8.00	0.00	94.60	0.00	756.80

FOR INVOICE TOTALS OF $2,500 OR LESS, MASTERCARD AND VISA ARE ACCEPTABLE FORMS OF PAYMENT. CONTACT ATS AT THE ABOVE NUMBER FOR PROCESSING.

Sales Total	756.80
Shipping	0.00
Misc. Charges	0.00
Tax Total	0.00
	756.80
Less Paid Amount	0.00
TOTAL	756.80

WFP Emergency Generator - IMCO General Construction - Conduit and Wire for Electric Louvers

DATE:	Thursday, December 19, 2024	**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**The conduit and wire for the electric louvers at location 2.**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
					TOTAL LABOR $	
					29% MARKUP FOR FORCE ACCOUNT LABOR	
					SUBTOTAL LABOR $	

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Service Electric	Conduit and wire	LS	**1.00**	**4373.13**	**4373.13**
				TOTAL SUBCONTRACTOR $	**4373.13**
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	**524.78**
				SUBTOTAL EQUIPMENT $	**4897.91**

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	4897.91
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

December 19, 2024

Mr. Mitch Sorestad
IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, WA 98248
Ph: 360-305-9869

RE: Service Electric Co., Inc., SECO #5513 Proposal **#25**
Job: Water Filter Plant Emergency Generator Replacement - UP #3587

Dear Mr. Sorestad:

Service Electric Co., Inc., has performed the following work per the terms stated below:

Description of work: Conduit & Wire for Electric Louvers at Location #2 WO #910922

Foreman	22 MH @ $107.63 per hr.	$2,367.86
31% Markup		734.04
Material		390.61
21% Markup		82.03
Equipment		660.00
21% Markup		138.60
GRAND TOTAL		**$4,373.13**

Your cooperation in expediting the written change order would be appreciated, as the work above has been completed.

Very truly yours,

Jack Grove - Cell: 425-508-7273

ACKNOWLEDGEMENT: The price stated for the above proposal is acceptable for the work to be performed. The value of the work completed to the date of the next requisition will be billed on that requisition.

DATE: _____ AUTHORIZED SIGNATURE: _____

Project: WFP Emergency Generator

Job# 5513

Proposal # 25

Work Order #	910922	Work Date	11/20/2024
Description of Work:	Conduit and wire for electric louvers at location 2.		

Material	QTY	Material Price	Per	Material Extension
Platt 910922-61340	1	$ 300.18		$ 300.18
Platt 910922-61342	1	$ 90.43		$ 90.43
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Equipment	Qty	Rate		Equipment Extension
#25 GMC 2500 Extended Cab Truck with Rack	22	$ 30.00		$ 660.00
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -
		$ -		$ -

Labor	Qty	Wage Level	Shift & Type	Wage Rate	Labor Extension
Leach, Jonathan - JW	22	191 - Foreman	Straight Time	$ 107.63	$ 2,367.86
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

Subcontractor	Qty			Totals		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -	Markup	
		Labor:	22	$ 2,367.86	31.00%	$ 734.04
		Material:		$ 390.61	21.00%	$ 82.03
		Equipment:		$ 660.00	21.00%	$ 138.60
		Subcontractor:		$ -	12.00%	$ -
		Total Costs		$ 3,418.47	$ 954.66	$ 4,373.13

Service Electric

12/19/2024

PLATT

platt.com

REMIT TO:
P.O. BOX 418759 ● Boston, MA 02241-8759

Invoices & Statements
www.platt.com
ONLINE 24/7

** D U P L I C A T E **

INVOICE # 5S84802

INVOICE DATE 11/22/2024

0101 Monroe
(360) 863 - 0410 mgr101@platt.com

DATE ORDERED	DATE SHIPPED	SHIPPED VIA	BILL OF LADING	CUSTOMER PO #
11/20/2024	11/21/2024	Pickup		910922-61340

SOLD TO

Service Electric Co
Box 1489
Snohomish, WA 98291-1489

SHIP TO

16726 146th St SE Ste 197
Monroe, WA 98272-2937

ORDERED BY: JOHN LEACH

PAGE 1

CUSTOMER ACCT. #	JOB NAME	JOB #	SALES I.D.	PLATT SALESPERSON	KEYED BY
68320			605	Fischer, Bryan	Sage Reimer

QTY ORDERED	SHIPPED	BACK ORD.	EDP # / DESCRIPTION	UNIT PRICE	UNIT	DISC %	TOTAL	TAX	TERM
1	1	0	APP X27 3/4 X FM7 BODY (APP) 0003376	28.6146	EA		28.61	N	0.0

SALES TAX	0.00
INVOICE TOTAL	28.61

SUB TOTAL 28.61

MAIL REMITTANCE TO:
Platt Electric Supply P.O. Box 418759 Boston, MA 02241-8759 ● (503) 641-6121

Terms: VARIABLE 10TH PROX, NET 30
Credit sales subject to terms listed above. A credit sale charge will be computed by Periodic Rate at the maximum rate amount per month allowable by law applied to amounts of balances which are not paid within terms listed on the original invoice from the date of the original invoice. All changes are subject to approval by credit department. No credit will be issued for goods returned without our permission and a restocking charge may be made. Invoice number must accompany returned goods. All claims for shortage must be reported immediately upon receipt of shipment, otherwise will be deemed waived. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE OTHERWISE EXPRESSLY SPECIFIED HEREIN. Platt Electric Supply, sole obligation with respect to defective goods is to repair or exchange at its option, any such goods. This shall be the sole and exclusive remedy for any such defects whether in contract, tort, warranty or otherwise. In no event shall Platt Electric Supply, be liable for any direct or consequential damages in connection with or arising out of the sale of goods hereunder. Special Order Material Not Subject to Return Claims for Breakage. Shortage or Damage Must Be Filled With Carrier. Platt Electric Supply's Standard Terms and Conditions apply / available at **https://www.platt.com/terms**

1005 (6/08) **Material Safety Data Sheets Available Upon Written Request** Minimum Restocking Charge on Accepted Returns.

OVER 130 BRANCHES THROUGHOUT THE WEST

PLATT

platt.com

REMIT TO:
P.O. BOX 418759 ● Boston, MA 02241-8759

Invoices & Statements
www.platt.com
ONLINE 24/7

**** D U P L I C A T E ****

INVOICE # 5T15977

INVOICE DATE 12/05/2024

0101 Monroe
(360) 863 - 0410 mgr101@platt.com

DATE ORDERED	DATE SHIPPED	SHIPPED VIA	BILL OF LADING	CUSTOMER PO #
11/25/2024	12/04/2024	Pickup		910922-61342

SOLD TO

Service Electric Co
Box 1489
Snohomish, WA 98291-1489

SHIP TO

16726 146th St SE Ste 197
Monroe, WA 98272-2937

ORDERED BY: JOHN LEACH

PAGE 1

CUSTOMER ACCT. #	JOB NAME	JOB #	SALES I.D.	PLATT SALESPERSON	KEYED BY
68320			605	Fischer, Bryan	Juliana Fry

QTY ORDERED	SHIPPED	BACK ORD.	EDP # / DESCRIPTION	UNIT PRICE	UNIT	DISC %	TOTAL	TAX	TERM
3	3	0	APP APP270 3/4 STEEL CONBDY COVER 0003389	6.0543	EA		18.16	N	0.0
1	1	0	APP GASK572 FM7 COVER GASKET BODY GASKET 0002859	2.5715	EA		2.57	N	0.0

SALES TAX	0.00
INVOICE TOTAL	20.73

SUB TOTAL 20.73

MAIL REMITTANCE TO:
Platt Electric Supply P.O. Box 418759 Boston, MA 02241-8759 ● (503) 641-6121

Terms: VARIABLE 10TH PROX, NET 30
Credit sales subject to terms listed above. A credit sale charge will be computed by Periodic Rate at the maximum rate amount per month allowable by law applied to amounts of balances which are not paid within terms listed on the original invoice from the date of the original invoice. All changes are subject to approval by credit department. No credit will be issued for goods returned without our permission and a restocking charge may be made. Invoice number must accompany returned goods. All claims for shortage must be reported immediately upon receipt of shipment, otherwise will be deemed waived. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE OTHERWISE EXPRESSLY SPECIFIED HEREIN. Platt Electric Supply, sole obligation with respect to defective goods is to repair or exchange at its option, any such goods. This shall be the sole and exclusive remedy for any such defects whether in contract, tort, warranty or otherwise. In no event shall Platt Electric Supply, be liable for any direct or consequential damages in connection with or arising out of the sale of goods hereunder. Special Order Material Not Subject to Return Claims for Breakage. Shortage or Damage Must Be Filled With Carrier. Platt Electric Supply's Standard Terms and Conditions apply / available at **https://www.platt.com/terms**

1005 (6/08) **Material Safety Data Sheets Available Upon Written Request** Minimum Restocking Charge on Accepted Returns.

OVER 130 BRANCHES THROUGHOUT THE WEST

PLATT

platt.com

REMIT TO:
P.O. BOX 418759 ● Boston, MA 02241-8759

Invoices & Statements
www.platt.com
ONLINE 24/7

** D U P L I C A T E **

INVOICE # 5T12366

INVOICE DATE 11/25/2024

0101 Monroe
(360) 863 - 0410 mgr101@platt.com

DATE ORDERED	DATE SHIPPED	SHIPPED VIA	BILL OF LADING	CUSTOMER PO #
11/25/2024	11/25/2024	Pickup		910922-61342

SOLD TO

Service Electric Co
Box 1489
Snohomish, WA 98291-1489

SHIP TO

16726 146th St SE Ste 197
Monroe, WA 98272-2937

ORDERED BY: JOHN LEACH

PAGE 1

CUSTOMER ACCT. #	JOB NAME	JOB #	SALES I.D.	PLATT SALESPERSON	KEYED BY
68320			605	Fischer, Bryan	Juliana Fry

QTY. ORDERED	SHIPPED	BACK ORD.	EDP # / DESCRIPTION	UNIT PRICE	UNIT	DISC %	TOTAL	TAX	TERM
2	2	0	APP RB75-50 RDC BUSH STL 3/4T BUSH 0003170	1.8000	EA		3.60	N	0.0
5	5	0	APP ST-50 1/2 IN LFMC CONN 0003231	4.3616	EA		21.81	N	0.0
1	1	0	APP T27 3/4 FM7 BODY 0003273	21.7728	EA		21.77	N	0.0
2	2	0	APP GASK572 FM7 COVER GASKET BODY GASKET 0002859	2.5715	EA		5.14	N	0.0
2	0	2	APP APP270 3/4 STEEL CONBDY COVER 0003389	6.0543	EA		0.00	N	0.0
1	1	0	APP LB27 3/4 FM7 BODY 0003029	17.3817	EA		17.38	N	0.0

SALES TAX	0.00
INVOICE TOTAL	69.70

SUB TOTAL 69.70

MAIL REMITTANCE TO:
Platt Electric Supply P.O. Box 418759 Boston, MA 02241-8759 ● (503) 641-6121

Terms: VARIABLE 10TH PROX, NET 30
Credit sales subject to terms listed above. A credit sale charge will be computed by Periodic Rate at the maximum rate amount per month allowable by law applied to amounts of balances which are not paid within terms listed on the original invoice from the date of the original invoice. All changes are subject to approval by credit department. No credit will be issued for goods returned without our permission and a restocking charge may be made. Invoice number must accompany returned goods. All claims for shortage must be reported immediately upon receipt of shipment, otherwise will be deemed waived. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE OTHERWISE EXPRESSLY SPECIFIED HEREIN. Platt Electric Supply, sole obligation with respect to defective goods is to repair or exchange at its option, any such goods. This shall be the sole and exclusive remedy for any such defects whether in contract, tort, warranty or otherwise. In no event shall Platt Electric Supply, be liable for any direct or consequential damages in connection with or arising out of the sale of goods hereunder. Special Order Material Not Subject to Return Claims for Breakage. Shortage or Damage Must Be Filled With Carrier. Platt Electric Supply's Standard Terms and Conditions apply / available at **https://www.platt.com/terms**

1005 (6/08) **Material Safety Data Sheets Available Upon Written Request** Minimum Restocking Charge on Accepted Returns.

OVER 130 BRANCHES THROUGHOUT THE WEST

PLATT

platt.com

REMIT TO:
P.O. BOX 418759 ● Boston, MA 02241-8759

Invoices & Statements
www.platt.com
ONLINE 24/7

0101 Monroe
(360) 863 - 0410 mgr101@platt.com

** D U P L I C A T E **

INVOICE # 5S81368

INVOICE DATE 11/22/2024

DATE ORDERED	DATE SHIPPED	SHIPPED VIA	BILL OF LADING	CUSTOMER PO #
11/20/2024	11/21/2024	Walk In		910922-61340

SOLD TO

Service Electric Co
Box 1489
Snohomish, WA 98291-1489

SHIP TO

16726 146th St SE Ste 197
Monroe, WA 98272-2937

ORDERED BY: JOHN LEACH

PAGE 1

CUSTOMER ACCT. #	JOB NAME	JOB #	SALES I.D.	PLATT SALESPERSON	KEYED BY
68320			605	Fischer, Bryan	Sage Reimer

QTY. ORDERED	SHIPPED	BACK ORD.	EDP # / DESCRIPTION	UNIT PRICE	UNIT	DISC %	TOTAL	TAX	TERM
10	10	0	PST PS 1100 AS 3/4 EG PIPECLM 0158467	102.0100	C		10.20	N	0.0
6	6	0	APP ST-9050 1/2 IN 90DEG LFMC 0003238	6.3584	EA		38.15	N	0.0
6	6	0	APP ST-50 1/2 IN LFMC CONN 0003231	4.3616	EA		26.17	N	0.0
30	30	0	1/2-UL/LT LIQTITE 100FT 0016223	119.6800	C		35.90	N	0.0
20	20	0	CONDUIT 3/4-IN GALV STEEL 0065976	252.6200	C		50.52	N	0.0
6	6	0	APP RB75-50 RDC BUSH STL 3/4T BUSH 0003170	1.8000	EA		10.80	N	0.0
3	3	0	APP T27 3/4 FM7 BODY 0003273	21.7728	EA		65.32	N	0.0
4	4	0	APP GASK572 FM7 COVER GASKET BODY GASKET 0002859	2.5715	EA		10.29	N	0.0
4	4	0	APP APP270 3/4 STEEL CONBDY COVER 0003389	6.0543	EA		24.22	N	0.0
1	0	1	APP X27 3/4 X FM7 BODY (APP) 0003376	28.6146	EA		0.00	N	0.0

SALES TAX	0.00
INVOICE TOTAL	271.57
SUB TOTAL	271.57

MAIL REMITTANCE TO:
Platt Electric Supply P.O. Box 418759 Boston, MA 02241-8759 ● (503) 641-6121

Terms: VARIABLE 10TH PROX, NET 30
Credit sales subject to terms listed above. A credit sale charge will be computed by Periodic Rate at the maximum rate amount per month allowable by law applied to amounts of balances which are not paid within terms listed on the original invoice from the date of the original invoice. All changes are subject to approval by credit department. No credit will be issued for goods returned without our permission and a restocking charge may be made. Invoice number must accompany returned goods. All claims for shortage must be reported immediately upon receipt of shipment, otherwise will be deemed waived. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE OTHERWISE EXPRESSLY SPECIFIED HEREIN. Platt Electric Supply, sole obligation with respect to defective goods is to repair or exchange at its option, any such goods. This shall be the sole and exclusive remedy for any such defects whether in contract, tort, warranty or otherwise. In no event shall Platt Electric Supply, be liable for any direct or consequential damages in connection with or arising out of the sale of goods hereunder. Special Order Material Not Subject to Return Claims for Breakage. Shortage or Damage Must Be Filled With Carrier. Platt Electric Supply's Standard Terms and Conditions apply / available at **https://www.platt.com/terms**

1005 (6/08) **Material Safety Data Sheets Available Upon Written Request** Minimum Restocking Charge on Accepted Returns.

WFP Emergency Generator - IMCO General Construction - Management Delay Costs From November 14 to November 30 of 2024

DATE:		**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**IMCO management costs due to project delays for November 14 to November 30 of 2024, using August as the baseline**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
James Janda	Superintendent	24.0	**103.960**			**2495.04**
Mitchell Sorestad	Project Manager	24.0	**89.800**			**2155.20**
Colbi Bertrand	Field Engineer	24.0	**55.010**			**1320.24**
					TOTAL LABOR $	**5970.48**
					29% MARKUP FOR FORCE ACCOUNT LABOR	**1731.44**
					SUBTOTAL LABOR $	**7701.92**

MATERIALS DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
				TOTAL SUBCONTRACTOR $	
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	
				SUBTOTAL EQUIPMENT $	

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	7701.92
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:		Work witnessed but entitlement to be paid as extra work has not been determined	

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

IMCO General Construction, Inc.

Job Name: Everett WFP Emergency Gen

Job Code: 4221

Labor Hours Review

Print records between 11/14/2024 and 11/30/2024

Expected Values are based on completed Production Quantities and Budgeted Values.
(e.g. - If half of your Quantities are completed, then half of your Budgeted Values would be "Expected")

		Quantity				Labor Hrs				Labor Hrs / Unit		Units / Labor Hr	
Cost Code	Description	Budgeted	Placed	Unit	% Comp	Budgeted	Expected	Actual	Difference	Budgeted	Actual	Budgeted	Actual
010-10	Project Manager	880.00	24.000	HRS	3	880.00	24.00	24.00	0.00	1.0000	1.0000	1.0000	1.0000
010-25	Field Engineer	760.00	24.000	HRS	3	760.00	24.00	24.00	0.00	1.0000	1.0000	1.0000	1.0000
010-35	General Superintendent	1,408.00	24.000	HRS	2	1,408.00	24.00	24.00	0.00	1.0000	1.0000	1.0000	1.0000
	Grand Totals for the above Cost Code(s):					**3,048**	**72**	**72**	**0**				

NOTE:

Filters in effect:
Foreman = RIMASH.
All Cost Codes that have Cost or Production against them (not including Discontinued).
Dates >= 11/14/2024 and Dates <= 11/30/2024.
Summary Sort = None.
Expected values are capped at the Budgeted amount (excludes Extra Work codes and Time and Material codes)

WFP Emergency Generator - IMCO General Construction - Management Delay Costs December 2024

DATE:		**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**IMCO management costs due to project delays for December 2024, using August as the baseline**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
James Janda	Superintendent	40.0	**103.960**			**4158.40**
Mitchell Sorestad	Project Manager	40.0	**89.800**			**3592.00**
Colbi Bertrand	Field Engineer	40.0	**55.010**			**2200.40**
					TOTAL LABOR $	**9950.80**
					29% MARKUP FOR FORCE ACCOUNT LABOR	**2885.73**
					SUBTOTAL LABOR $	**12836.53**

MATERIALS DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
				TOTAL SUBCONTRACTOR $	
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	
				SUBTOTAL EQUIPMENT $	

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	12836.53
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:		Work witnessed but entitlement to be paid as extra work has not been determined	

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

IMCO General Construction, Inc.

Job Name: Everett WFP Emergency Gen

Job Code: 4221

Labor Hours Review

Print records between 12/01/2024 and 12/20/2024

Expected Values are based on completed Production Quantities and Budgeted Values.
(e.g. - If half of your Quantities are completed, then half of your Budgeted Values would be "Expected")

		Quantity				Labor Hrs				Labor Hrs / Unit		Units / Labor Hr	
Cost Code	Description	Budgeted	Placed	Unit	% Comp	Budgeted	Expected	Actual	Difference	Budgeted	Actual	Budgeted	Actual
010-10	Project Manager	880.00	30.000	HRS	3	880.00	30.00	30.00	0.00	1.0000	1.0000	1.0000	1.0000
010-25	Field Engineer	760.00	30.000	HRS	4	760.00	30.00	30.00	0.00	1.0000	1.0000	1.0000	1.0000
010-35	General Superintendent	1,408.00	30.000	HRS	2	1,408.00	30.00	30.00	0.00	1.0000	1.0000	1.0000	1.0000
	Grand Totals for the above Cost Code(s):					**3,048**	**90**	**90**	**0**				

NOTE:

See the following pages for future hours to complete December

We have forecasted hours through the pay cut-off date

Filters in effect:
Foreman = RIMASH.
All Cost Codes that have Cost or Production against them (not including Discontinued).
Dates >= 12/01/2024 and Dates <= 12/20/2024.
Summary Sort = None.
Expected values are capped at the Budgeted amount (excludes Extra Work codes and Time and Material codes)

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/02/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/03/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/04/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/05/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/06/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/09/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Attendance/Non-Use Codes included in Hours: S,H,E,V,T,W,C,K / D,S,M,R,T,W,O

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/10/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/11/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/12/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/13/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/16/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/17/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/18/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/19/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/20/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Total Production Quantity: 30.000 HRS

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
	Totals by individual items:				
Employees:					
JANJAM	JAMES JANDA	S01	30.00	0.00	0.00
	Totals:		**30.00**	**0.00**	**0.00**
Equipment:					
LT0360	2023 Ford F250		30.00	0.00	0.00
	Totals:		**30.00**	**0.00**	**0.00**

Materials:	**Cost Type**	**Units**	**Received**	**Used**

Subcontracts:	**Cost Type**	**Units**	**Received**	**Used**

Supplies:	**Cost Type**	**Units**	**Received**	**Used**

Misc 1:	**Cost Type**	**Units**	**Received**	**Used**

Misc 2:	**Cost Type**	**Units**	**Received**	**Used**

Misc 3:	**Cost Type**	**Units**	**Received**	**Used**

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

NOTE:

Filters in effect:
All Foremen.
Cost Code = 010-35.
Dates >= 12/01/2024 and Dates <= 12/31/2024.

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/02/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/03/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/04/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/05/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/06/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/09/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/10/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/11/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/12/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/13/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/16/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/17/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/18/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/19/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/20/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Total Production Quantity: 30.000 HRS

+10 hours

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
	Totals by individual items:				
Employees:					
SORMIT	MITCHELL SORESTAD	PM	30.00	0.00	0.00
	Totals:		**30.00**	**0.00**	**0.00**
Equipment:					
LT0340	2020 Ford F150		30.00	0.00	0.00
	Totals:		**30.00**	**0.00**	**0.00**

Materials:	**Cost Type**	**Units**	**Received**	**Used**

Subcontracts:	**Cost Type**	**Units**	**Received**	**Used**

Supplies:	**Cost Type**	**Units**	**Received**	**Used**

Misc 1:	**Cost Type**	**Units**	**Received**	**Used**

Misc 2:	**Cost Type**	**Units**	**Received**	**Used**

Misc 3:	**Cost Type**	**Units**	**Received**	**Used**

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

NOTE:

Filters in effect:
All Foremen.
Cost Code = 010-10.
Dates >= 12/01/2024 and Dates <= 12/31/2024.

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Date: 12/02/2024 Foreman: RIMASH Shift: 1

Time Card:

Production Quantities: 2.000

BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00

Labor Totals: Hours - 2.0
Equip Totals: Hours - 0.0

Date: 12/03/2024 Foreman: RIMASH Shift: 1

Time Card:

Production Quantities: 2.000

BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00

Labor Totals: Hours - 2.0
Equip Totals: Hours - 0.0

Date: 12/04/2024 Foreman: RIMASH Shift: 1

Time Card:

Production Quantities: 2.000

BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00

Labor Totals: Hours - 2.0
Equip Totals: Hours - 0.0

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/05/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/06/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/09/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/10/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/11/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/12/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/13/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/16/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/17/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/18/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/19/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 12/20/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

Total Production Quantity: 30.000 HRS

+10 hours

Printed on: 12/20/2024 09:29:31

x_____ Date: _____

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
	Totals by individual items:				
Employees:					
BERCOL	COLBI BERTRAND	PE	30.00	0.00	0.00
	Totals:		**30.00**	**0.00**	**0.00**
Equipment:					
	Totals:		**0.00**	**0.00**	**0.00**

Materials:	**Cost Type**	**Units**	**Received**	**Used**

Subcontracts:	**Cost Type**	**Units**	**Received**	**Used**

Supplies:	**Cost Type**	**Units**	**Received**	**Used**

Misc 1:	**Cost Type**	**Units**	**Received**	**Used**

Misc 2:	**Cost Type**	**Units**	**Received**	**Used**

Misc 3:	**Cost Type**	**Units**	**Received**	**Used**

NOTE:

Printed on: 12/20/2024 09:29:31

x_____ Date: _____

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Filters in effect:
All Foremen.
Cost Code = 010-25.
Dates >= 12/01/2024 and Dates <= 12/31/2024.

WFP Emergency Generator - IMCO General Construction - Management Delay Costs January 2025

DATE:		**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:	WFP Emergency Generator	**FORCE ACCOUNT BID ITEM OR CO #:**	20.00
CONTRACTOR PERFORMING WORK:	IMCO	**DATE WORK PERFORMED:**	NA
		REPORT #:	
REPORTED BY:	Colbi Bertrand	**CONTRACTOR TRACKING #:**	
Description of Work:	**IMCO management costs due to project delays for January 2025, using August 2024 as the baseline**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
James Janda	Superintendent	40.0	**103.960**			**4158.40**
Mitchell Sorestad	Project Manager	40.0	**89.800**			**3592.00**
Colbi Bertrand	Field Engineer	40.0	**55.010**			**2200.40**
					TOTAL LABOR $	**9950.80**
					29% MARKUP FOR FORCE ACCOUNT LABOR	**2885.73**
					SUBTOTAL LABOR $	**12836.53**

MATERIALS DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
				TOTAL MATERIALS $	
				21% MARKUP FOR FORCE ACCOUNT MATERIALS	
				SUBTOTAL MATERIALS $	

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE		BLUE BOOK RATE	RENTAL RATE	AMOUNT
					TOTAL EQUIPMENT $	
					TOTAL EQUIPMENT RENTAL TAX $	
					21% MARKUP FOR FORCE ACCOUNT EQUIPMENT	
					SUBTOTAL EQUIPMENT $	

Subcontractor					
NAME	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
				TOTAL SUBCONTRACTOR $	
				12% MARKUP FOR FORCE ACCOUNT SUBCONTRACT	
				SUBTOTAL EQUIPMENT $	

IMCO / Mitchell Sorestad	**City of Everett / Bill Fisher**	**TOTAL $**	12836.53
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - OWNER REP./ PRINT NAME		
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - OWNER REP./ SIGNATURE & DATE	GC SIGNATURE FOR SUBS (optional)	
Owner Rep to Mark if Applicable:	Work witnessed but entitlement to be paid as extra work has not been determined		

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

The owners representative verifies that this is a fair and reasonable listing of the labor, material and equipment quantities used but it is not an authorization for payment until all backup for costs are submitted, verified and approved by the Resident Engineer

IMCO General Construction, Inc.

Job Name: Everett WFP Emergency Gen

Job Code: 4221

Labor Hours Review

Print records between 12/30/2024 and 01/22/2025

Expected Values are based on completed Production Quantities and Budgeted Values.
(e.g. - If half of your Quantities are completed, then half of your Budgeted Values would be "Expected")

		Quantity				Labor Hrs				Labor Hrs / Unit		Units / Labor Hr	
Cost Code	Description	Budgeted	Placed	Unit	% Comp	Budgeted	Expected	Actual	Difference	Budgeted	Actual	Budgeted	Actual
010-10	Project Manager	880.00	36.000	HRS	4	880.00	36.00	36.00	0.00	1.0000	1.0000	1.0000	1.0000
010-25	Field Engineer	760.00	36.000	HRS	5	760.00	36.00	36.00	0.00	1.0000	1.0000	1.0000	1.0000
010-35	General Superintendent	1,408.00	36.000	HRS	3	1,408.00	36.00	36.00	0.00	1.0000	1.0000	1.0000	1.0000
	Grand Totals for the above Cost Code(s):					**3,048**	**108**	**108**	**0**				

NOTE:

See the following pages for future hours to complete January, through 1/24/25

Filters in effect:
Foreman = RIMASH.
All Cost Codes that have Cost or Production against them (not including Discontinued).
Dates >= 12/30/2024 and Dates <= 01/22/2025.
Summary Sort = None.
Expected values are capped at the Budgeted amount (excludes Extra Work codes and Time and Material codes)

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/30/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/31/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/01/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/02/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/03/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/06/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/07/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/08/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/09/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/10/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/13/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/14/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/15/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/16/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/17/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/20/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/21/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/22/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
JANJAM	JAMES JANDA	S01	2.00	0.00	0.00
LT0360	2023 Ford F250		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Total Production Quantity: 36.000 HRS

+4 hours for 1/23-1/24

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
	Totals by individual items:				
Employees:					
JANJAM	JAMES JANDA	S01	36.00	0.00	0.00
	Totals:		**36.00**	**0.00**	**0.00**
Equipment:					
LT0360	2023 Ford F250		36.00	0.00	0.00
	Totals:		**36.00**	**0.00**	**0.00**

Materials:	**Cost Type**	**Units**	**Received**	**Used**

Subcontracts:	**Cost Type**	**Units**	**Received**	**Used**

Supplies:	**Cost Type**	**Units**	**Received**	**Used**

Misc 1:	**Cost Type**	**Units**	**Received**	**Used**

Misc 2:	**Cost Type**	**Units**	**Received**	**Used**

Misc 3:	**Cost Type**	**Units**	**Received**	**Used**

Cost Code Review

Cost Code: 010-35 General Superintendent HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

NOTE:

Filters in effect:
All Foremen.
Cost Code = 010-35.
Dates >= 12/30/2024 and Dates <= 01/22/2025.

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 12/30/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 12/31/2024 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/01/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/02/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/03/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/06/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/07/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/08/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/09/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/10/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/13/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/14/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/15/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/16/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/17/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/20/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/21/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**
Date: 01/22/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
SORMIT	MITCHELL SORESTAD	PM	2.00	0.00	0.00
LT0340	2020 Ford F150		2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**2.0**

x_____ Date: _____

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Total Production Quantity: 36.000 HRS

+4 hours for 1/23-1/24

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Totals by individual items:					
Employees:					
SORMIT	MITCHELL SORESTAD	PM	36.00	0.00	0.00
	Totals:		**36.00**	**0.00**	**0.00**
Equipment:					
LT0340	2020 Ford F150		36.00	0.00	0.00
	Totals:		**36.00**	**0.00**	**0.00**

Materials:	**Cost Type**	**Units**	**Received**	**Used**
Subcontracts:	**Cost Type**	**Units**	**Received**	**Used**
Supplies:	**Cost Type**	**Units**	**Received**	**Used**
Misc 1:	**Cost Type**	**Units**	**Received**	**Used**
Misc 2:	**Cost Type**	**Units**	**Received**	**Used**
Misc 3:	**Cost Type**	**Units**	**Received**	**Used**

x_____ Date: _____

Cost Code Review

Cost Code: 010-10 Project Manager HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

NOTE:

Filters in effect:
All Foremen.
Cost Code = 010-10.
Dates >= 12/30/2024 and Dates <= 01/22/2025.

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Date: 12/30/2024 Foreman: RIMASH Shift: 1

Time Card:

Production Quantities: 2.000

BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00

Labor Totals: Hours - 2.0
Equip Totals: Hours - 0.0

Date: 12/31/2024 Foreman: RIMASH Shift: 1

Time Card:

Production Quantities: 2.000

BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00

Labor Totals: Hours - 2.0
Equip Totals: Hours - 0.0

Date: 01/01/2025 Foreman: RIMASH Shift: 1

Time Card:

Production Quantities: 2.000

BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00

Labor Totals: Hours - 2.0
Equip Totals: Hours - 0.0

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/02/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/03/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/06/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/07/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/08/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/09/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/10/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/13/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/14/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/15/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/16/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/17/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
Date: 01/20/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/21/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**
Date: 01/22/2025 Foreman: RIMASH Shift: 1					
Time Card:					
Production Quantities:	2.000				
BERCOL	COLBI BERTRAND	PE	2.00	0.00	0.00
		Labor Totals:		**Hours -**	**2.0**
		Equip Totals:		**Hours -**	**0.0**

Total Production Quantity: 36.000 HRS

+4 hours for 1/23-1/24

Printed on: 01/22/2025 09:21:42

x_____ Date: _____

IMCO General Construction, Inc.
Job Name: Everett WFP Emergency Gen

Job Code: 4221

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
	Totals by individual items:				
Employees:					
BERCOL	COLBI BERTRAND	PE	36.00	0.00	0.00
	Totals:		**36.00**	**0.00**	**0.00**
Equipment:					
	Totals:		**0.00**	**0.00**	**0.00**

Materials:	**Cost Type**	**Units**	**Received**	**Used**

Subcontracts:	**Cost Type**	**Units**	**Received**	**Used**

Supplies:	**Cost Type**	**Units**	**Received**	**Used**

Misc 1:	**Cost Type**	**Units**	**Received**	**Used**

Misc 2:	**Cost Type**	**Units**	**Received**	**Used**

Misc 3:	**Cost Type**	**Units**	**Received**	**Used**

NOTE:

Printed on: 01/22/2025 09:21:42

x_____ Date: _____

Cost Code Review

Cost Code: 010-25 Field Engineer HRS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours

Filters in effect:
All Foremen.
Cost Code = 010-25.
Dates >= 12/30/2024 and Dates <= 01/22/2025.

EVERETT City Council Agenda Item Cover Sheet

Project title: Approval of a PSA for design and engineering services to relocate the Everett Mall Bus Station Platform

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 2/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
PSA Amendment 1

Department(s) involved:
Transit/Legal

Contact person:
Mike Schmieder

Phone number:
425-257-7761

Email:
mschmieder@everettwa.gov

Initialed by:
MJS
Department head

Administration

Council President

Project:	Everett Mall Bus Station Platform
Partner/Supplier:	PACE Engineers Inc.
Location:	Everett Mall
Preceding action:	RFQ 2024-019 Council Approval of PSA on 03/27/24, PSA Amendment 1 on 8/14/2024 Authorization for Call for Bids on 1/22/25
Fund:	425/Transit

Fiscal summary statement:

The amended contract total is 345,599.25. The added scope is $238,860.15, for a new total of $584,459.40.

Project summary statement:

PACE Engineers Inc. is providing design and engineering services for the relocation of the Mall Station bus platform, located at Everett Mall. Council authorized the call for bids for the construction of the project on January 22, 2025.

PACE will support construction management of the new Everett Mall Bus Platform and driver building. The added scope includes professional services for construction inspection and administration professional services.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the PSA Amendment 2 with PACE Engineers Inc. in the amount of $238,860.15.

AMENDMENT NO. 2
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	PACE Engineers Inc.
City Project Manager	Sabina Araya
	saraya@everettwa.gov
Original Agreement Date	4/1/2024

AMENDMENTS	
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: Enter new Completion Date, if any 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	$345,599.25
Compensation Added (or Subtracted) by this Amendment	$238,860.15
Maximum Compensation Amount After this Amendment	$584,459.40

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	Enter other changes to the Agreement, if any.	
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

_____
Cassie Franklin, Mayor

_____
Date

ATTEST

_____
Office of the City Clerk

PACE ENGINEERS INC.

Signature: _____

Name of Signer: Darrell Smith, PE
Signer's Email Address: DarrellS@paceengrs.com
Title of Signer: Civil Engineering Director

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

December 30, 2024

Sabina Arays
IT Project Manager - Transit
Everett Transit
2930 Wetmore Avenue, Suite 6A
Everett, Washington 98201

Subject: **Everett Transit – Everett Mall Bus Platform**
Supplement No. 2 – Construction Inspection & Administration Services
PACE Project No. 24462

Dear Sabina:

Thank you for allowing PACE to submit a construction inspection and administration professional services scope and fee for your consideration. PACE will support construction management of the recently designed Everett Mall Bus Platform, Restroom Building and Loading Zone. The subject contract is herein amended to incorporate the following scope of services:

I. SCOPE OF SERVICES

Task 1: Project Management (Supplement)

Provide overall project management oversight

1.1 General Project Management (Communications and Project Oversight)

1.2 Prepare CM Work Plan

- Decision makers/stakeholders
- Communication protocols
- Project goals
- Project objectives
- Decision process
- Change order process
- Identify CM team roles

1.3 Meetings

Task 15: Preconstruction Activities

Organize the project prior to beginning actual construction activities. Task duration is expected to be no longer than 20 working days with a maximum effort of 108 staff hours.

- Project site photos
- Setup filing system
- Review Contractor submittals, Insurance, and DBE (City to Perform)
- Review ROM list (City to prepare ROM list if required)
- Review material submittals
- Prepare submittal and RFI logs
- Preconstruction conference agenda and facilitate meeting
- Setup project ledger

Task 16: Construction Administration

Provide Construction inspection and construction administration support for one-hundred (100) working day contract. Provide a part-time inspector (24 to 28 hours per week) who will also provide both inspection and construction administration support services.

- Prepare IDRs and field note records
- Meet weekly to review quantities with Contractor
- Fill out project ledger weekly (Work incorporated into the project)
- Review contractors pay estimates
- Facilitate weekly construction meetings
- Monitor materials testing
- Wage rate interview (City to Perform if required)
- Prepare Weekly statement of working days and issue to contractor and City
- Review and assist with the processing of change orders
- Force account documentation

Task 17: Engineering Support

PACE will provide technical support during construction such as:

- Respond to RFIs
- Review material submittals
- Review shop drawings

Task 18A: Architectural Building Support (TCF)

- **Bidding**: Provide assistance to PACE ENGINEERS for bidding services related to the restroom building to include substitution review, question and answer and other applicable items.
- **Construction**: Provide assistance to PACE ENGINEERS for construction services related to the restroom building to include responses to submittals, RFI, ASI. Review applicable cost changes and other applicable items.
- The proposed Bid and CA scope and fee are estimated and are hourly NTE. If additional efforts and fee are needed to complete the work TCF will request additional fee before proceeding with additional efforts.

Task 18B: Building Design Modification (TCF)

- **Architectural Drawings:** After the cost estimate of the original design was complete it was determined that cost saving design modifications efforts were required. These adjustments included changing the roof structure to exposed glu lams, changing to CMU veneer, removing windows, expanding the building footprint, and other adjustments which impacting the drawings and specifications. Design modifications were not included as part of the original scope and fee.
- **Structural Drawings:** After the cost estimate of the original design was complete it was determined that cost saving design modifications efforts were required. These adjustments included changing the roof structure to exposed glu lams, changing to CMU veneer, removing windows, expanding the building footprint, and other adjustments which impacting the drawings and specifications. Design modifications were not included as part of the original scope and fee.

Task 19: Material Testing Coordination (Testing will be performed by the City).

Task 20: Security System Support (Transpo)

Transpo will provide up to $1,000 of technical support billed out at their standard rates.

Task 21: Project Closeout

Assist the City of Everett closing out the project over twenty (20) working days.

- Prepare Draft and Final Punchlist
- Collect record drawings from contractor
- City Council acceptance (City will lead this effort)
- Post construction photos
- Support project closeout

Task 22: As-Built Drawings

PACE will provide record drawings of the proposed improvements. Contractor will redline record drawings and provide measure downs of stormwater, water, and sanitary sewer improvements to PACE. PACE will update CAD files to reflect changes to the design.

City will provide the following materials and/or services:

- City approved Change Order form
- Preconstruction kickoff meeting agenda template. Otherwise, PACE standard kickoff meeting agenda template will be utilized
- Emergency contact list
- Change Order protocols and signing authority
- Wage Rate Interviews

General Assumptions

- PACE will support the construction inspection and administration activities over 140 working days (approximately six months). This total project duration also includes preconstruction and project closeout activities.

II. FEE

All services provided within the scope of **Supplement No. 2 – Construction Inspection & Administration Services** will be performed as per the terms and conditions approved under the above-mentioned base contract for the project, unless stated in the scope within this document. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Authorized PACE Representative Signature

Darrell Smith, PE

Printed Name

Civil Department Director

Title

December 30, 2024

Date

Attachments: Budget Fee Sheet

Select this column when adding more

Rev. 12/15/2023

Project Estimates should consider a 10% to 15% contingency for unknown conditions where applicable.
Project Estimates should consider escalation for projects extending over one calendar year.

Fee Schedule: STANDARD

Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required
Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers

Project Budget Worksheet - 2024

Project Name: Everett Mall Bus Platform
Project #: 24462
Billing Group #:
Location: Everett
Task #:
Prepared By: Darrell S.
Date: 12/30/2024

Labor Hours by Classification

Staff Type # (See Labor Rates Table)	Labor Code	1	91	68	68	68	15	26	16	92					
Staff Type Hourly Rate		$288	$136	$181	$181	$181	$194	$166	$166	$120					
Drawing/Task Title	Job Title	Sr. Principal Engineer	Project Administrator	Engineering Staff III	Engineering Staff III	Engineering Staff III	Engineering Staff IV	Designer III	Engineering Staff II	Sr. Office Tech				Hour Total	Dollar Total
Task 1: Project Management															
General PM		50												50.0	$14,400.00
CM Work Plan		8								6				14.0	$3,024.00
Meetings		50	4											54.0	$14,944.00
Task 15: Preconstruction Activities		12	80		16		16							124.0	$20,336.00
Taskt 16: Construction Administration		40	560	24		24								648.0	$96,368.00
Task 17: Engineering Support		40					40	16	16					112.0	$24,592.00
Task 18: Architectural Building Support		2					4							6.0	$1,352.00
Task 19: Material Testing Coordination		2					4							6.0	$1,352.00
Task 20: Security System Support		4					4							8.0	$1,928.00
Task 21: Project Closeout		24	80											104.0	$17,792.00
Task 22: As-Built Drawings		2	6				4	16						28.0	$4,824.00
Hours Total		234.0	730.0	24.0	16.0	24.0	72.0	32.0	16.0	6.0				1154.0	
Labor Total		$67,392	$99,280	$4,344	$2,896	$4,344	$13,968	$5,312	$2,656	$720					**$200,912.00**

Expenses		Reimbursable	
	rate/unit	Quantity	Cost
Project Support Services			$1,400.00
Total			$1,400.00

Subconsultants	
Architect (TCF)	$21,421
Building Design Modifications	$9,360
Transpo	$1,000
Subconsultant Subtotal	31,781.00
Markup	15%
Total	$36,548.15

PACE Billed Labor Total	$200,912.00
Reimbursable Expenses	$1,400.00
Subconsultants	$36,548.15
Total Project Budget	**$238,860.15**

EVERETT City Council Agenda Item Cover Sheet

Project title: Authorize Mayor to Sign Professional Services Agreement with Bayley Construction LP for Initial Work Related to the Outdoor Multipurpose Stadium Project

Council Bill # *interoffice use*

Agenda dates requested:

Action 02/12/25
Proposed action
Consent
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
PSA

Department(s) involved:
Administration
Economic Development

Contact person:
Scott Pattison

Phone number:

Email:
spattison@everettwa.gov

Initialed by:
SP
Department head

Administration

Council President

Consideration:	Authorize Mayor to Sign Professional Services Agreement with Bayley Construction LP
Project:	Outdoor Multipurpose Stadium Project
Preceding action:	Authorization of Progressive Design Build RFQ/RFP: 10/9/24 Site Selection: 12/18/24
Fund:	145

Fiscal summary statement: The fiscal impact of this action is $200,000.

Project summary statement: In October 2024, the City Council authorized the City to use the Progressive Design Build (PDB) delivery method for the Outdoor Multipurpose Stadium Project. This authorized issuance of an RFQ and RFP to procure a design builder, through a competitive PDB process. PDB allows the City to contract with a single design builder who will be responsible for design and construction.

The evaluation portion of the PDB procurement process has been completed, with the Bayley Construction LP and DLR Group team as the finalist with the highest scored proposal. The next step is to negotiate a PDB contract with Bayley. Although the PDB contract itself is an already existing template, there are certain exhibits, scopes, rates and schedules that must be developed with Bayley, as well as estimated design and pre-construction costs that must be negotiated. This is likely to take several weeks. Once the proposed PDB contract is finalized, the project will be presented to City Council for formal design-builder selection and award of the PDB contract for design and pre-construction work. Actual construction is not authorized until Council approves another amendment to the PDB contract, which will occur several months from now, after progress on design.

Because of the condensed time schedule for this project, project staff believes that some design and investigation work must begin now and should not wait several weeks for contract finalization and formal selection and award. This critical work includes items such as getting ready for site investigation (utilities, survey, geotechnical/soils, environmental, hazardous materials), surveying, and development of preliminary project schedules, conceptual designs and work plans. This limited early work is estimated to cost $200,000. Project staff recommends that Bayley begin this early work now under the City's standard professional services agreement. This professional services agreement is an interim step and will be superseded by the PDB contract once the PDB contract is approved.

Recommendation (exact action requested of Council): Authorize the Mayor to Execute a Professional Services Agreement with Bayley Construction LP for the Outdoor Multipurpose Stadium Project in the amount of $200,000, in substantially the form provided.

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	Bayley Construction, LP
	8005 SE 28th St Mercer Island, WA 98040
	hans.hansen@bayley.net
City Project Manager	Scott Pattison
	City of Everett – Mayor's Office 2930 Wetmore 10-A Everett, WA 98201
	spattison@everettwa.gov
Brief Summary of Scope of Work	Interim contract for preliminary project planning and preconstruction work by the Design-Builder for the Everett multipurpose stadium project
Completion Date	April 30, 2025
Maximum Compensation Amount	$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Tamra L. Johnson-Hicks, ARM
	425-709-3740
	Tamra.johnsonhicks@imacorp.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? **Answer**: Yes 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? **Answer**: N/A - Service Provider has 25 or more employees "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). "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.
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.
Additional Provisions	The Work under this Agreement is for the City's Outdoor Multipurpose Facility Stadium Project. The City is procuring a design builder for the Project under RCW 39.10. If the Service Provider is selected as the Project design builder, the awarded design-build contract will include the Work under this Agreement and will supersede this Agreement. If the Service Provider is not selected as the Project design builder, the City will terminate this Agreement and the Service Provider will promptly thereafter provide to the City all reports, drawings, plans, specifications and any other intangible property related to the Project created under this Agreement.

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

_____
Cassie Franklin, Mayor

_____
Date

ATTEST

_____
Office of the City Clerk

BAYLEY CONSTRUCTION, LP

Signature: _____

Name of Signer: Stephen Grasso
Signer's Email Address: steveg@bayley.net
Title of Signer: CEO

EVERETT
STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 13, 2025

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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 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, 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/epls/search.do. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts**. This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature 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.1.13.25)

EVERETT
STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 13, 2024

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

SCOPE OF WORK

This scope of work is for immediate priorities necessary to advance project planning and preconstruction activities, including:

- Hold weekly coordination meetings with the City and SOJ;
- Organize/schedule project kickoff sessions and stakeholder engagement workshops with the City, SOJ, Everett AquaSox, United Soccer League (USL) and others;
- Start procurement of site investigation sub-contractors and sub-consultants (potholing utilities, survey, geotechnical/soils, environmental, hazardous materials);
- Survey work;
- Refine preliminary project schedule and work plan developed during RFP process;
- Refine conceptual layouts/design ideas developed during RFP process;
- Refine preliminary target value estimate developed during RFP process;
- Develop preliminary subcontracting plan;
- Develop preliminary basis of design;

This interim contract will be superseded by the contract for Phase 1 Preconstruction and Design Services.

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
Stewart Potter	Senior Project Manager, Bayley	$140
Erica Loynd	Senior Design Project Manager, DLR	$265
Greg Garlock	Lead Designer,DLR	$350
Wade Meyer	Director of PreCon & Estimating, Bayley	$149
Andy West	Design Project Manager, DLR	$175
Chris Coleman	Senior Project Superintendent, Bayley	$126
See attached other rates with RFP.	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.

EVERETT | City Council Agenda Item Cover Sheet

Project title: Greater Everett Chamber of Commerce

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 02/12/25
Proposed action
Consent
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Presentation

Department(s) involved:
Community Development, Economic Development

Contact person:
Julie Willie

Phone number:

Email:
jwillie@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project:	Greater Everett Chamber of Commerce
Partner/Supplier:	Greater Everett Chamber of Commerce
Location:	NA
Preceding action:	Approval of use of Covid Relief Funds
Fund:	Covid Relief Funds

Fiscal summary statement: NA

Project summary statement:

Staff will provide an update on the establishment of the Greater Everett Chamber of Commerce.

Recommendation (exact action requested of Council):

Receive briefing on the Greater Everett Chamber of Commerce.

Everett Chamber of Commerce Update

Everett City Council Briefing | February 12,2025

Tyler Chism, Program Manager, City of Everett

Wendy Poischbeg, CEO, Greater Everett Chamber of Commerce

EVERETT
WASHINGTON

BUILDING EVERETT'S BUSINESS NETWORK

Wendy Poischbeg, Project Lead

Building the Chamber

Greater Everett Chamber:
Progress and Next Steps

About Me
How we got here. 1

Phase 1
Formation 2

Phase 2
Legal Establish. 3

Phase 3
Operations 4

Phase 4
Member Recruit. 5

Progress
Current Status 6

Wendy Poischbeg

Guiding the Chamber's Formation and Future Growth

Entrepreneurial Roots

Former small business owner, passionate about supporting local entrepreneurs

Public Leadership

30 yrs. in government, driving economic growth and community development.

Chamber Visionary

Former CEO OF EASC, building a stronger, more connected business community

Everett Area Chamber of Commerce

A legacy of business leadership in Everett

1892
Originally established

1943
Boeing began operations in Everett

2012
Year of Merger

750
Number of members

2025
Reestablishment

Planning and Formation

Establish foundational elements, including mission, vision, stakeholder strategy, and initial board development.

Implementation Plan

Create a detailed plan outlining project phases & timeline.

Formation Committee

Recruit community 6-8 community members.

Mission & Vision

Collaboratively recommend direction for chamber core values.

Membership Structure

Develop membership levels and marketing materials.

Mission

To champion Everett's economic vitality by providing powerful advocacy, fostering meaningful connections, and delivering resources that help businesses thrive.

Vision

To be the leading advocate for a dynamic and prosperous business community that fuels Everett's growth and quality of life.

Legal Establishment

Complete all necessary legal requirements to establish the Chamber as a nonprofit entity.

Governance Structure

Recommend fiscal mngmt, programs, and operations.

3 Yr. Ops Budget

Recommend operational and programmatic plan.

File Incorporation

Apply for 501(c)(6) tax-exempt status and legal documents.

Compliance

Draft bylaws and conflict of interest policies.

Operational Setup

Establish operational systems and communication channels for the Chamber

Financial Accounts

Setup banking and financial accounts.

Accounting & Finance

Establish basic accounting and reporting systems.

Website & Social

Establish primary communication channels, domains and platforms.

Implement CRM

Implement a Customer Relationship Management system.

Membership Development

Launch a membership structure and pre-launch program to secure early members and community partnerships.

Member Recruitment

Signup program to attract early members.

Info Sessions

Engage the business community through interactive info sessions.

Marketing Materials

Produce marketing materials to promote the Chamber.

Onboarding Process

Create welcome messages and orientation materials for new members.

Our Pillars

Empowering Everett's Business Future

Community Engagement

Bringing businesses, leaders, and locals together to create a connected, thriving city.

Business Advocacy

Amplifying the voice of local businesses to shape policies that fuel success.

Four key focus areas drive our impact—connecting businesses, providing resources, advocating for growth, and making Everett a destination.

Business Resources

Providing tools, education, and support to help businesses grow, innovate, and succeed.

Placemaking and Tourism

Boosting business attraction and marketing by creating a dynamic destination where people want to visit, work, and invest.

Member Growth

In just one month, the Greater Everett Chamber has already reached 25% of our year-end goal, demonstrating strong community interest and engagement.

100 members secured
25% of goal in 30 days

400 by Q4
By December 2025, aim to grow to 400 members.

Board Development

Providing strategic leadership and guidance to drive the Chamber's mission forward.

Rich White

The Boeing Company

John Carswell

APEX Everett

Sharon Gomez-Pascual

Hotel Indigo

Get Involved

Committees form to address relevant issues to advise and make recommendations to the board. Committees may be made up of board members, community members, or a combination of both.

Advocacy Committee

Shape and advance advocacy efforts on behalf of the business community.

1

Events & Programs

Plan and execute programs and events that deliver value to members & bus. community.

3

Finance Committee

Provide oversight of the Chamber's financial health.

2

Industry & Workforce

Address challenges and strategies that support training, development, and retention.

4

Get Involved

Committees form to address relevant issues to advise and make recommendations to the board. Committees may be made up of board members, community members, or a combination of both.

Membership Committee

Drive membership growth, retention, and engagement.

5

Placemaking Committee

Identify and support projects, such as public art installations & streetscape improvements.

7

Mentor Committee

To connect experienced business leaders with emerging entrepreneurs.

6

Hispanic Business Committee

Focus on advocating for and supporting Hispanic-owned businesses.

8

Revenue

Membership is our primary revenue source, complemented by grants, events, and sponsorships to fund programs, training, and advocacy.

1

Membership

Primary revenue source driving operations, programs, and advocacy.

2

Grants

Seed funding to support strategic initiatives and business development.

3

Events & Sponsorships

Revenue from programming, networking events, and corporate partnerships.

Upcoming Events & Programs

FEBRUARY 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	WOMEN 18	LUNCH 19	20	21	22
23	24	LATINX 25	26	27	28	1
2	3	4	5	6	KICKSTART 7	8

Women's Network
Obsidian Beer Hall
18

Everett Rising
APEX Everett
19

Latinx Network
Corner Convention Center
25

Kickstart Morning
Courtyard by Marriott
7

Next Steps:

Building Momentum for 2025

START

01

Member Recruitment
Expand to strengthen Chamber's foundation

02

Program Development
Creating valuable resources and training for business success.

03

Advocacy Initiatives
Champion policies that support local growth.

04

Partnership Expansion
Build strategic collaborations to enhance impact.

Next Steps

Building Momentum in 2025

05

Marketing and Outreach

Increasing visibility through branding and communication efforts

06

Event Execution

Hosting signature events to foster connections and engagement

07

Sponsorship & Grant Development

Secure funding to sustain and expand operations

08

Performance Tracking

Measuring progress and refining strategies for long-term success

END

Contracting Update

EVERETT
WASHINGTON

Recap: Why Reestablish a Chamber

Businesses are asking for an Everett Chamber

Without a Chamber we're at a competitive disadvantage

Chambers are critical for a thriving business ecosystem

Continue to generate economic momentum

Generates revenue for the City

Professional services agreement

The City will enter into a **professional services agreement** with the Everett Chamber of Commerce.

The agreement is on the **2/19/25 council meeting agenda.**

The Chamber will provide services to support the **City's economic development initiatives**.

Scope of work activities

Activity	Deliverable Highlights
Business Outreach & Engagement	Outreach to businesses, maintain a business directory, emphasis on historically disadvantaged businesses.
Events & Programming	Host monthly networking events and four signature events, including Everett's State of the City.
Marketing & Promotions	Promote Everett's business-friendly environment, share business updates, and support ribbon-cutting events.
Advocacy	Engage in policy initiatives affecting Everett businesses.
Technical Assistance	Provide business resources, funding guidance, and launch a bilingual digital resource center.

Contract term and oversight

Term until 12/31/25 with **optional 1-year extension.**

Annual **workplan due 30 days** from signed agreement. **Workplan becomes part of scope** of work.

Quarterly performance reports to staff.

Annual briefing to City Council.

Funding structure 2025

$290,000 in 2025 distributed quarterly

$75,000 – Initial work plan due 30 days from start (mid March)

$75,000 –Second quarterly report (June 2025)

$70,000 – Third quarterly report (Sept 2025)

$70,000 – Fourth quarterly report & final summary (December 2025)

Termination and renewal

City has **sole discretion** to extend for 2026 at $240,000.

Annual work plan due **Jan 1, 2026**, if extended.

City may terminate contract with written notice.

Chamber compensated for completed work & expenses if terminated.

Performance tracking and accountability

Chamber will track & report

- Event attendance, marketing reach & impact
- Number of businesses engaged and served
- Success stories & testimonials
- Membership growth and financials

City Oversight

- Economic development staff as ex officio board member
- Responsible for contract management & accountability
- Quarterly performance reviews to ensure deliverables are met and chamber is viable

THANK YOU

EVERETT City Council Agenda Item Cover Sheet

Project title: Adopting an Ordinance amending Noise Ordinance, Chapter 20.08 of the Everett Municipal Code.

Council Bill # *interoffice use*
CB 2501-11

Agenda dates requested:

Briefing &
Proposed Action: 2/12/25
Proposed action: 2/19/25
Consent
Action: 2/26/25
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
EMC 20.08 Noise Ordinance Update

Department(s) involved:
Legal, Police, Human Resources, Public Works

Contact person:
Hil Kaman, Legal

Phone number:
425-257-8762

Email: hkaman@everettwa.gov

Initialed by:
Department head
David Hall
Administration
Jennifer Gregerson
Council President

Project:	Adopting Ordinance amending Noise Ordinance, Chapter 20.08 of the Everett Municipal Code.
Partner/Supplier:	NA
Location:	NA
Preceding action:	11/20/2024 Briefing to Parks and Quality of Life Committee 01/08/25 Briefing to Safe Communities Committee
Fund:	NA

Fiscal summary statement:

NA

Project summary statement:

The Noise ordinance, EMC 20.08, has not been updated in 10 years. Our community has experienced an increase in noise related disturbances. At Council's request, a multi-departmental team put together an update to the ordinance that brings our code in line with state law changes and makes our enforcement more effective. Some of the changes include:

- Moving noise enforcement from Human Resources to code enforcement.
- Updating definitions and making distinction for noise that is episodic vs. ongoing.
- Updating the allowable noise levels for different City zones.
- Changing the ways to measure sound level to adapt to changes of technology and make it easier for more people to take measurements based on advancements and ease of technology.
- Creating a tiered enforcement system with increasing sanctions for ongoing violations.
- Updating the section on public disturbance noise to make it easier for police to enforce.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Chapter 20.08 Everett Municipal Code relating to Noise Control.

EVERETT
WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE relating to Noise Control, repealing, amending, and recodifying certain sections of Chapter 20.08 of the Everett Municipal Code.

WHEREAS,

A. Chapter 20.08 EMC has not been updated in almost ten years. One purpose of this ordinance is to repeal those.

B. Chapter 20.08

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The following sections of chapter 20.08 EMC are repealed:

20.08.030 (Environmental sound—Unlawful sounds designated);

20.08.050 (Environmental sound—Modifications to maximum permissible noise levels);

20.08.130 (Administrator established—Qualifications, powers and duties);

20.08.220 (Enforcement Violation--Penalty);

Section 2. EMC 20.08 is amended as follows:

20.08.005 Purpose—Liability.

A. It is expressly the purpose of this chapter 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 chapter.

B. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the city, its officers, employees or agents, for any injury or damage resulting from the failure of anyone to comply with the provisions of this chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement pursuant to this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees or agents.

20.08.010 Declaration of policy—Findings of special conditions.

A. Declaration of Policy. It is hereby declared to be the policy of the city to minimize the exposure of citizens to the harmful physiological and psychological effects of excessive noise. It is the express intent of the city council to control the level of noise and to promote and preserve the public health, safety, and welfare while affording protection to free speech activity as required by applicable constitutional law. It is the express intent of the city council to control the level of noise in a manner which promotes commerce; the use, value, and enjoyment of property; sleep and repose; the quality of the environment; and which enables all residents of the city to peacefully coexist in a manner which is mutually respectful of the interests and rights of others.

B. Findings of Special Conditions. The problem of noise in the city has been studied since 1972 by the city. On the basis of this experience and knowledge of conditions within the city, the city council finds that special conditions exist within the city which makes necessary any and all differences between this chapter and the regulations adopted by the Department of Ecology.

C. Types of Noise.

1. The City's different zoning districts establish lawful uses which can be anticipated to produce noise at certain reasonable levels associated with these uses. The provisions of EMC Section 20.08.050 utilize thresholds consistent with those set forth in Chapter 70A.20 RCW entitled "Noise Control" and Chapter 173-60 WAC entitled "Maximum Environmental Noise Levels." Regulation of noise due to the use of property for commercial and industrial purposes or operation of fixed equipment in any zone is appropriate for the use of noise measuring devices and a decibel-based approach. Properly trained and certified City staff or a certified consultant trained in the field of sound level measurement can be utilized in these situations when warranted.

2. Sporadic noise that is loud and raucous, such as noise due to social gatherings, car repair, landscape maintenance, or amplified music, and noise generated for the purpose of annoyance, is episodic in nature and subject to the plainly audible standard. The provisions of EMC Section 20.08.090 are aimed at those situations that are difficult or impossible to address through sound level measurement. In this instance, the plainly audible standard is warranted.

C. Enforcement. In any proceeding under this chapter, unless specifically required by regulations adopted herein by reference, evidence of sound level through the use of a sound level meter reading shall not be necessary to establish the commission of the violation.

D. Administration. The administrator shall have the authority to administer and enforce this chapter and is authorized to adopt procedures, policies, rules or guidelines; and conduct inspections.

20.08.015 Adoption of state laws and regulations by reference.

Chapters 46.37 and 70A.20 RCW, Chapters 173-58, 173-60 and 173-62 WAC as existing on the date of enactment of the ordinance codified in this chapter or as hereafter amended by the

state of Washington or applicable agencies, is hereby adopted by reference as if fully set forth herein.

20.08.020 Definitions.

All technical terminology used in this chapter not defined herein shall be interpreted in conformance with American National Standards Institute Specifications Section 1.4-2014 as it currently exists or is later amended. For purposes of this chapter, the words and phrases used herein shall have the meaning indicated below:

A. "Administrator" means ~~the noise control administrator as established in Section 20.08.130, or designee~~ the Chief of Police or Building Official of the City of Everett, as applicable, or their designee.

B. "dB(A)" means a sound level, measured in decibels, using the A frequency-weighting network of a sound level meter.

C. "City" means the City of Everett, Washington.

~~C.~~ D. "District" means the land use zones to which the provisions of this chapter are applied. For the purposes of this chapter the following noise control districts shall be established which include land use zones designated in the Everett zoning code as follows:

Noise Control District	Land Use Zones
1. District I	All residentially zoned districts including but not limited to R.S., R-1, ~~R-1A~~ R-2, R-2A, ~~R-3, R-3L, R-4, R-5~~, and UR3 and UR4.
2. District II	All business and commercially zoned districts including but not limited to NB, B, MU, LI1, LI2 and HI ~~B-1, B-2, UM, BMU, E1, E-1 MUO, C-1, C-1R, C-2 and ULI.~~
3. District III	All agricultural and manufacturing zoned districts including but not limited to ~~A, M-M, M-1, M-S, W-C and all other~~

Noise Control District	Land Use Zones
	~~nonresidential, nonbusiness and noncommercially zoned districts~~P-0S, and WRM (See EMC 19.03.010 as currently enacted or hereafter amended for all current zones).

For any land use zone not listed in this subsection C, the Administrator may determine that the zone is substantially similar to a zone listed in this subsection C and may classify it similarly for purposes of this chapter.

~~D.~~ F. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities for providing or restoring immediately necessary utility service.

G. "Impulse sound" means sound having the following qualities: the peak of the sound level is less than one (1) second and short compared to the occurrence rate; the onset is abrupt; the decay rapid; and the peak value exceeds the ambient level by more than ten (10) dB(A).

H. "Leq" means the equivalent sound level, which is the constant sound level in a given time period that conveys the same sound energy as the actual time-varying A-weighted sound. The applicable time period for the Leq must be specified.

~~E. "Gross vehicle weight rating" means the value specified by the manufacturer as the recommended maximum loaded weight of a single vehicle.~~

~~F.~~ I. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

~~G.~~ J. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be licensed under RCW 46.16A.030. (Aircraft, watercraft, and vehicles used on rails or tracks are not motor vehicles as that term is used herein.)

~~H.~~ K. "New motor vehicle" means a motor vehicle manufactured after December 31, 1976, the

equitable or legal title of which has never been transferred to a person who, in good faith, purchases the new motor vehicle for purposes other than resale.

~~I.~~ L. “Noise” means the intensity, duration and character of sounds from any and all sources. The terms "noise" and "sound" can be used interchangeably for purposes of this chapter.

~~J.~~ M. “Off-highway vehicle” means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be licensed under RCW 46.16A.030.

N. “Officially sanctioned” means written approval given by the City.

O. “Owner” shall mean any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the personal representative or executor or administrator of the estate of such person if ordered to take possession of real property by a court, as well as a bankruptcy trustee.

P "Plainly audible" means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using their unaided hearing faculties. For the purposes of enforcement of this code, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using their unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for such person to determine the title, specific words or artist of music, or the content of any speech.

~~K.~~ Q. “Person” means any individual, firm, association, partnership, corporation or any other entity, public or private.

~~L.~~ R. “Property boundary” means the survey line at ground surface which separates the real property owned, rented or leased by one or more other persons and its vertical extension.

~~M.~~ S. “Public highway” means the entire width between the boundary lines of every way publicly maintained by the department of highways or any county or city when any part thereof is generally open to the use of the public for purposes of vehicular travel as a matter of right.

~~N. “Public nuisance noise” means any sound which annoys, injures, interferes with or endangers the comfort, repose, health or safety of others and affects the rights of a community or neighborhood although the extent of the damage may be unequal.~~

~~O.~~ T. “Receiving property” means real property within which sound originating from sources outside the property boundary is received.

~~P.~~ U. “Sound level” means a weighted sound pressure level obtained by the use of a sound level meter and weighted as specified in American National Standards Institute Specifications, Section 1.4-2014.

~~Q.~~ V. "Sound level measurement procedures" means standardized procedures for the measurement of sound levels of sources regulated by this chapter and performed in accordance with the Washington State Department of Ecology rules, Chapter 173-58 WAC.

~~R.~~ W. "Sound level meter" means a sound level measuring device, either Type I or Type II, as defined by American National Standards Institute Specifications, Section 1.4-2014, or other instruments, or assemblages of instruments, that (1) result in an overall accuracy of ± 2 dBA; tested according to standards in a reverberant chamber at the NIOSH acoustics laboratory (2) meets Type 2 requirements of IEC 61672:3 SLM standard when used with calibrated external microphone.

~~S.~~ X. "Temporary construction site" means any location where site clearing, construction of plat improvements, or construction or remodeling of a structure, facility, improvement or other feature attached to the land occurs. This includes roadway, bikeway, trail, sidewalk or other similar construction, repair or improvement.

~~T.~~ Y. "WAC" means the Washington Administrative Code as currently enacted or hereafter amended.

~~U.~~ Z. "Watercraft" means any contrivance, excluding aircraft, used or capable of being used as a means of transportation or recreation on water.

~~V.~~ AA. "Weekend" means Saturday and Sunday or any legal holiday observed by the state of Washington.

20.08.040 Environmental sound—Maximum permissible levels.

A. *Maximum permissible noise levels.* For sound sources located within the city of Everett, the maximum permissible exterior noise levels are as follows:

District Sound Source	District of Receiving Property within the City of Everett		
	I	**II**	**III**
I	55 dB(A)	57 dB(A)	60 dB(A)
II	57 dB(A)	60 dB(A)	65 dB(A)
III	60 dB(A)	65 dB(A)	70 dB(A)

B. Modifications to maximum noise levels. The maximum permissible sound levels established by this chapter shall be modified as follows:

1. Between the hours of ten p.m. and seven a.m. during weekdays, and between the hours of ten p.m. and nine a.m. on weekends, the levels established in Section 20.08.050 are reduced by ten dB(A) where the receiving property lies within District I of the city of Everett.

2. At any hour of the day or night, for any source of sound which is an impulse sound, the levels established by this chapter are increased by:

i. Five dB(A) for a total of fifteen minutes in any one-hour period; or

ii. Ten dB(A) for a total of five minutes in any one-hour period; or

iii. Fifteen dB(A) for a total of one and one-half minutes in any one-hour period.

C. Noise levels based on Leq. The exterior noise level limits are based on the Leq, as defined in EMC 20.08.040, during the measurement interval, using a minimum interval of one (1) minute for a constant sound source, or a one (1) hour measurement for a noncontinuous sound source. The standard of measurement shall be a one (1) hour Leq. Leq may be measured for times not less than one (1) minute to project an hourly Leq.

D. Split district properties. Where a receiving property lies within more than one district, the most restrictive maximum permissible noise level shall apply to the receiving property.

E. Violation, enforcement; habitual violators.

1. It shall be a violation of this chapter if at any hour of the day or night, the applicable noise limitations in subsection A and B of this section are exceeded for any receiving property.

2. Sound levels taken by the administrator, or trained and certified designee, with a sound level meter, or equivalent instrument, shall be determinative for purposes of establishing violations.

3. Violation of this section is a civil violation and enforceable as set forth in Chapter 1.16 EMC with the penalty amount(s) established in EMC Section 1.20.190.

4. Any person, after receiving three or more notice and orders, for prior violations of this chapter within a three hundred sixty five (365) day period, shall be guilty of a misdemeanor upon a subsequent violation within said three hundred sixty five (365) day period.

20.08.060 Motor vehicle noise~~—Maximum permissible levels.~~

A. It is unlawful for any person to operate any motor vehicle upon any public highway or any combination of such vehicles under any conditions of grade, load, acceleration, or deceleration in such a manner as to exceed the maximum permissible sound levels for the category of vehicle, as measured at a distance of fifty feet from the center of the lane of travel within the speed limits specified, under procedures set forth in Chapter 173-62 WAC, Motor Vehicle Noise Performance Standards, including:

Vehicle Category Type	45 MPH or Less	Over 45 MPH
Motor vehicles over 10,000 pounds GVWR	86 dB(A)	90 dB(A)
Motorcycles	78 dB(A)	82 dB(A)
All other motor vehicles	72 dB(A)	78 dB(A)

B. Violation of this section is a traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.070 Motor vehicle noise~~—Maximum levels for new vehicles.~~

A. It is unlawful for any person to sell or offer for sale a new motor vehicle, except an off-highway vehicle, which produces a maximum noise exceeding the following noise levels at a distance of fifty feet under acceleration test procedures set forth in Chapter 173-62 WAC.

Vehicle Category	Date of Manufacture	Maximum Sound
Any motor vehicle over 10,000 pounds GVWR excluding	Before January 1, 1978	86 dBA

Vehicle Category	Date of Manufacture	Maximum Sound
buses		
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1978	83 dBA
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1982	80 dBA
All buses over 10,000 pounds GVWR	After January 1, 1980	85 dBA
All buses over 10,000 pounds GVWR	After January 1, 1983	83 dBA
All buses over 10,000 pounds GVWR	After January 1, 1986	80 dBA
Any motor vehicle 10,000 pounds GVWR or less	After January 1, 1976	80 dBA
Motorcycles	After January 1. 1976	83 dBA
Motorcycles	After January 1, 1986	80 dBA

C. Violation of this section is a traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.080 Motor vehicle noise—Specific prohibitions.

A. *Mufflers and Exhaust Systems*. It is unlawful for any person to operate any motor vehicle upon any public highway that is not ~~Every motor vehicle operated upon the public highways shall~~ at all times ~~be~~ equipped with an exhaust system and a muffler in good working order and constant operation to prevent excessive or unusual noise.

B. *Tire Noise*. It is unlawful for any person to operate a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching or other such noise from the tires in contact with the ground because of rapid acceleration or excessive speed around corners or other such reason, except that noise resulting from emergency braking to avoid imminent danger shall be exempt from this section.

C. *Alteration of Motor Vehicles*. It is unlawful for any person to modify the exhaust system of a motor vehicle in a manner which will amplify or increase the noise emitted by the engine of such vehicle ~~change or modify any part of a motor vehicle or install any device thereon in any manner that permits sound to be emitted by the motor vehicle~~ in excess of the limits prescribed in Sections 20.08.060 and 20.08.070.

D. *Violation*. Violation of this section is a ~~misdemeanor~~ traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.090 Public nuisance ~~and disturbance~~ noises.

A. *Public Nuisance Noises.*

1. The administrator may determine that a sound constitutes a public nuisance noise as defined herein.

2. It is unlawful for any person to cause or allow to be emitted a noise or sound which has been determined a public nuisance noise as defined herein, or refuses or intentionally fail to cease a public nuisance noise when directed to do so by an enforcement officer. The content of the sound will not be considered in determining any violation of this section.

3. It is unlawful and declared a public nuisance for any person to cause, or for any person in possession of property to allow to originate from the property, public nuisance noise as defined

herein. For prosecution under this section, evidence of sound level through the use of a sound level meter reading shall not be necessary to establish a commission of the offense.

4. Sounds which do not exceed the maximum environmental noise levels set forth in EMC 20.08.050 may constitute public disturbance noises.

5. For purposes of this section, any noise or sound emanating from a business or other source on the property shall be presumed to be with knowledge, permission or consent of the owner or legal occupant of the property, which presumption may be rebutted by reasonable evidence to the contrary.

B. *Public ~~Disturbance~~ Nuisance ~~Noises Originating from Real or Personal Property~~Plainly Audible Across a Real Property Line Or Fifty Feet from the Source.* ~~Unless specifically exempted, public disturbance noises emanating from real or personal property possessed or controlled by the person causing or permitting the public disturbance noise are prohibited at all times. These include but are not limited to the following sounds~~ The following sounds, unless specifically exempted from this chapter are prohibited if the sound is plainly audible across a real property line or fifty feet from the source, whichever is less: ~~.~~

1. The frequent, repetitive and/or continuous sounding of any horn, siren or alarm attached to a motor vehicle, except when used as a warning of danger or as specifically permitted or required by law.

2. The frequent, repetitive and/or continuous sounds in connection with the starting, operation, repair and/or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine.

3. The ~~creation of~~ frequent, repetitive and/or continuous sounds ~~which emanate from real property possessed or controlled by the person causing or permitting the sound~~, such as sounds from audio equipment, television, video equipment, musical instruments, band sessions, outdoor events and/or social gatherings.

4. ~~Violations of this section is a misdemeanor.~~ The frequent, repetitive and/or continuous sounds caused by operating or playing, or permitting the operating or playing, of motor vehicle audio equipment such as speakers, tape players, radios, and compact disc players, whether portable, or stationary, or mounted on or within a motor vehicle.

C. *Public Disturbance Noises Plainly Audible One Hundred Feet from the Source. ~~Originating from Public Property.~~* ~~Unless specifically exempted, public disturbance noises originating from a person or personal property while on public property or a public right-of-way are~~

~~prohibited at all times. In addition to public disturbance noises defined in subsection B of this section, the following are public disturbance noises:~~ The following sounds, unless specifically exempted from this chapter are prohibited if the sound is plainly audible one hundred feet or more from the source: 1. The frequent, repetitive, and/or continuous sounds with the human voice, whether by amplification equipment, such as a microphone.
2. The creation of any loud noises which emanate frequently, or repetitively or continuously from any building, structure or property which unreasonably disturbs the peace, comfort and repose of others.

~~1. A person or performer creating a sound, whether amplified or unamplified, between the hours of ten p.m. and seven a.m. so as to be plainly audible across a real property boundary which is not the source of sound;2. A person or performer creating a sound, whether amplified or unamplified, between the hours of seven a.m. and ten p.m.~~

~~3. The use of a sound amplifier or other device capable of producing or reproducing amplified sound upon public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property or the contents therein, except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;~~

~~4. Sound from the frequent, repetitive and/or continuous operating or playing of motor vehicle audio equipment, whether portable or stationary or mounted on or within a motor vehicle.~~

~~5. Violation of this section is a misdemeanor.~~

D. *Violation; enforcement; habitual violators*.
1. It is unlawful to intentionally fail to cease a public disturbance noise when directed to do so by a law enforcement officer. The content of the sound will not be considered in determining any violation of this section. Violation of this EMC section 20.08.090 is a misdemeanor. For enforcement purposes, each day, defined as a twenty-four (24) hour period beginning at 12:01 a.m. in which violation of this chapter occurs, shall constitute a separate violation.
2. This section shall be enforceable by enforcement officer(s).
3. Any person, after receiving three or more misdemeanors, for prior violations of this chapter within a three hundred sixty five (365) day period shall be guilty of a gross misdemeanor upon a subsequent violation within said three hundred sixty five (365) day period.

20.08.100 Noises exempt—At all times.

A. The following noises are exempt at all times from this chapter:

1. Noise originating from aircraft in flight, and sounds which originate at airports and are directly related to flight operations;

2. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad;

3. Noises created on property of federal military facilities;

4. Noise created by watercraft and float planes in operation;

5. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety release intent of the device;

6. Noise created by fire alarms being used for their intended purpose;

7. Noise created by emergency equipment, including, but not limited to, emergency standby or backup equipment, and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community; and including, but not limited to, any emergency work necessary to replace or repair essential utility services;

8. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;

9. Noise originating from officially sanctioned events, parades, and sporting events ~~and other public events~~;

10. Noise created by motor vehicles when regulated by Sections 20.08.060 through 20.08.80;

11. Noise caused by natural phenomena;

12. Noise originating from motor vehicle racing events at existing ~~authorized~~ official sanctioned facilities;

13. Noise created by existing stationary equipment used in the conveyance of water by a utility and noise created by existing electrical substations;

14. Noises in compliance with a lawfully issued ~~conditional use~~ noise variance permit or SEPA determination.

20.08.110 Noises exempt during daytime hours.

The following noises shall be exempt from the provisions of this chapter between the hours of seven a.m. and ten p.m. on weekdays and nine a.m. and ten p.m. on weekends and holidays:

A. Noise created by powered equipment used in temporary or periodic maintenance or repair of residential property.

B. Noise created by aircraft engine testing and maintenance not related to flight operations.

C. Noise created by the discharge of firearms on authorized shooting ranges.

D. Noise created by the installation or repair of essential utility services.

E. Noise created by blasting WAC 296-52-64005.

F. Noise created by bells, chimes or carillons not operating for more than five minutes in any one hour.

G. Noise originating from forest harvesting and silvicultural activity.

H. Noise originating from temporary construction sites, excepting that noise from a temporary construction site that is received in a District I property is exempt between seven a.m. and ten p.m. on weekdays and between eight a.m. and six p.m. on weekends and holidays.

I. Noise emanating from marine-oriented construction sites except between the hours of ten p.m. and seven a.m. on weekdays and weekends if the receiving property is located in District I of the city.

20.08.140 Measurement of sound.

A. If the measurements of sound are made with a sound level meter, it shall be either: (i) an instrument in good operating condition meeting the requirements for a Type I or Type II instrument, as delineated in American National Standards Institute Specifications (ANSI) Section 1.4-2014, as it now exists or is hereafter amended, or (2) other instruments, or assemblages of instruments, that result in an overall accuracy that meets the requirements in Section 1.4-1983 ANSI for Type II instruments.

B. Sound measurements shall be taken using the guidance of Chapter 173-58 WAC, Sound Level Measurement Procedures, and using any additional methods recognized as best practice by the noise industry.

C. Any sound measurements ~~performed by a third party may be considered by the noise administrator~~ shall be considered definitive for purposes of establishing compliance or violation with this chapter, provided they are taken in accordance with this section and performed by an individual trained to operate Type I and Type II sound level meters or other instruments or assemblages of instruments that meet the requirements for Section 1.4-1983 ANSI for Type II instruments.

20.08.150 Variances.

A. The City, or other public agencies, or a private entity fulfilling a requirement imposed by the City or other public agencies ~~A person~~ may request a variance from compliance with this chapter by making an application with the ~~administrator~~ Planning Director at least thirty days before the

time period for the variance is to take effect. The application shall be in writing on a form as prescribed by the City, and shall be accompanied by a fee in the amount ~~of one hundred dollars~~ established by the Planning Director ~~The variance may not be used for private activities (weddings, parties, etc.)~~. The application ~~nt~~ shall ~~explain the~~ include the following information:

1. Nature of the noise.
2. Source of the noise.
3. Duration for which the noise will be created.
4. Time period for which the variance will be necessary.
5. Reason why the noise violation cannot be avoided, and
6. Mitigating conditions the applicant will implement to minimize the noise level violations.

7. The applicant shall list all property owners ~~who adjoin the subject property per county assessor records, except that (a) the administrator may waive this property owner list requirement if the administrator determines that the granting of the variance would have no significant effect on adjoining property owners, and (b) the administrator may increase the required property owner list to include all property owners~~ within five hundred feet of the subject property per county assessor records if the administrator determines that the granting of the variance would have a significant impact on such property owners.

B. The ~~administrator~~Planning Director, after informing the affected city departments, and after considering the relative interests of the applicant~~, of the other owners or possessors of property likely to be affected by the noise~~, and of the general public, may grant a variance if the Planning Director ~~administrator~~determines that the noise level violations:

1. Cannot be avoided,
2. Will exist for a specific period of time not to exceed 5 occurrences within a 30 day period,
3. Will not endanger public health, safety or welfare, and
4. Have been mitigated to the greatest extent reasonably possible.

C. Variances granted pursuant to this chapter shall be in writing and must include the time period the variance will be in effect and the location of the variance.

D. The ~~administrator~~ Planning Director may deny a variance application if:

1. The ~~administrator~~ Planning Director determines that the applicant does not meet the criteria listed in subsection B of this section; or
2. The variance was obtained with false or misleading information.

E. The ~~administrator~~ Planning Director may revoke a variance if:

1. At any time during the variance the ~~administrator~~ Planning Director determines that the

variance holder no longer meets the criteria listed in subsection B of this section;

2. The variance holder causes or permits noise that fails to comply with the variance or other provisions of this chapter not affected by the variance and the issuance of a violation citation or stop work order has been or would be ineffective to secure compliance; or

3. The variance was obtained with false or misleading information.

F. The variance holder must post the variance in a viewable area at the location of the variance site ~~or keep it on their person~~ during the effective period of the variance.

G. If the ~~administrator~~ Planning Director grants a variance, notice shall be delivered via ~~mailed by~~ first class mail or hand delivered via a doorhanger to those property owners appearing on the list ~~provided by the applicant per the application requirement herein~~ established pursuant to Section A(7) above. The applicant shall be responsible for paying all printing, mailing, and/or delivery costs, which shall be in addition to the variance application fee.

H. Any variance granted by the ~~administrator~~ Planning Director shall be restricted to no more than 5 occurrences in a 30 day period ~~in duration~~ and an implementation schedule for achieving compliance with this chapter shall be incorporated therein. ~~No variance shall exceed thirty days. Variances may be renewed, but no renewal shall be granted unless application is made at least sixty days prior to expiration of the issued variance and the applicant complies with all other requirements of this section.~~

~~I. Any person aggrieved by a variance decision may file an appeal in writing with the land use hearing examiner within ten days of issuance of the administrator's decision. The appeal shall be a proceeding pursuant to Title 15, Review Process IIIA. The appellant must prove by clear and convincing evidence that the administrator abused his or her discretion in a decision made pursuant to this section. Any appeal of a variance decision by the administrator may be affirmed, reversed, or modified by the hearing examiner. The decision of the hearing examiner shall be final. The applicable provisions of Title 15 shall govern procedure and process of any appeal of an administrator's decision, except that public notice requirements established in Section 15.24.110 do not apply to this appeal process. Further, where a provision of Title 15 conflicts with a provision of this section, this section controls.~~

20.08.210 Provisions not exclusive.

The provisions of this chapter shall be cumulative and nonexclusive, and shall not affect any other claim, cause of action or remedy; nor, unless specifically provided, shall this chapter be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise, but shall be deemed additional to existing legislation and common law on noise.

Section 3. The following is provided for reference and may not be complete:

EMC Repealed/Recodified by this Ordinance	Ordinance History of EMC Repealed/Recodified by this Ordinance
EMC 20.08.010	(Ord. 3509-16 § 1, 2016; Ord. 534-78 § 1, 1978.)
EMC 20.08.020	(Ord. 3617-18 § 73, 2018; Ord. 3509-16 § 2, 2016; Ord. 3440-15 § 3, 2015; Ord. 1556-89 § 1, 1989; Ord. 690-80 § 2, 1980; Ord. 534-78 § 2, 1978.)
EMC 20.08.030	(Ord. 3509-16 § 3, 2016; Ord. 534-78 § 3(a), 1978.)
EMC 20.08.040	(Ord. 3509-16 § 4, 2016; Ord. 534-78 § 3(b), 1978.)
EMC 20.08.050	(Ord. 3509-16 § 5, 2016; Ord. 534-78 § 3(c), 1978.)
EMC 20.08.060	(Ord. 3509-16 § 6, 2016; Ord. 534-78 § 4(a), 1978.)
EMC 20.08.070	(Ord. 3509-16 § 7, 2016; Ord. 534-78 § 4(b), 1978.)
EMC 20.08.080	(Ord. 3509-16 § 8, 2016; Ord. 534-78 § 4(c), 1978.)
EMC 20.08.090	(Ord. 3509-16 § 9, 2016; Ord. 2394-99 § 11, 1999; Ord. 1971-93 § 1, 1993; Ord. 690-80 § 2, 1980; Ord. 534-78 § 5, 1978.)
EMC 20.08.100	(Ord. 3509-16 § 10, 2016; Ord. 1971-93 § 2, 1993; Ord. 1556-89 § 2, 1989; Ord. 564-78 §§ 1—3, 1978; Ord. 534-78 § 6(a), (b), 1978.)
EMC 20.08.110	(Ord. 3509-16 § 11, 2016; Ord. 534-78 § 6(c), 1978.)
EMC 20.08.130	(Ord. 3509-16 § 12, 2016; Ord. 534-78 § 7, 1978.)
EMC 20.08.140	(Ord. 3509-16 § 13, 2016; Ord. 534-78 § 8, 1978.)
EMC 20.08.150	(Ord. 3509-16 § 14, 2016; Ord. 534-78 § 9, 1978.)
EMC 20.08.220	(Ord. 3509-16 § 15, 2016; Ord. 690-80 § 3, 1980; Ord. 534-78 § 12, 1978.)

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: _____

EVERETT | City Council Agenda Item Cover Sheet

Project title: Resolution Approving the Everett Station District Business Improvement Area 2025 Budget.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed Action
Consent
Action 02/12/25
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Resolution, ESD BIA 2025 Budget

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:	Everett Station District Business Improvement Area 2025 Budget
Partner/Supplier:	NA
Location:	NA
Preceding action:	Ordinance 3919-22
Fund:	NA

Fiscal summary statement:

This action has no impact on the City of Everett's budget.

Project summary statement:

The Resolution approves the Everett Station District Business Improvement Area's 2025 budget as adopted by its Board of Directors. Ordinance 3919-22 which established the Everett Station District Business Improvement Area, requires annual budget approval by the City Council or Finance Director.

The total proposed 2025 budget is $394,384.

Recommendation (exact action requested of Council):

Adopt a Resolution approving the Everett Station District Business Improvement Area 2025 budget.

EVERETT
WASHINGTON

RESOLUTION NO. _____

A RESOLUTION of the City of Everett approving the Everett Station District Business Improvement Area 2025 Budget

WHEREAS,

1. Ordinance 3919-22 requires the City of Everett City Council or Finance Director to approve the Everett Station District Business Improvement Area annual budgets.

2. The Everett Station District Business Improvement Area has submitted its 2025 budget for approval.

3. The 2025 budget submitted by the Everett Station District Business Improvement Area has been approved by its Board of Directors.

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

The City of Everett City City Council approves the Everett Station District Business Improvement Area 2025 budget as submitted.

_____
Councilmember introducing resolution

Passed and approved this _____ day of _____, 2025.

_____
Council President

2025 ESDA BIA Budget

FUNDING		Notes
BIA Assessments		
2025 Assessments	353,501	The monthly invoice from ESDA to the City of Everett will be $29,456.45.
Spenddown of 2023 & 2024 Assessments	40,882	
Total Funding	**394,384**	

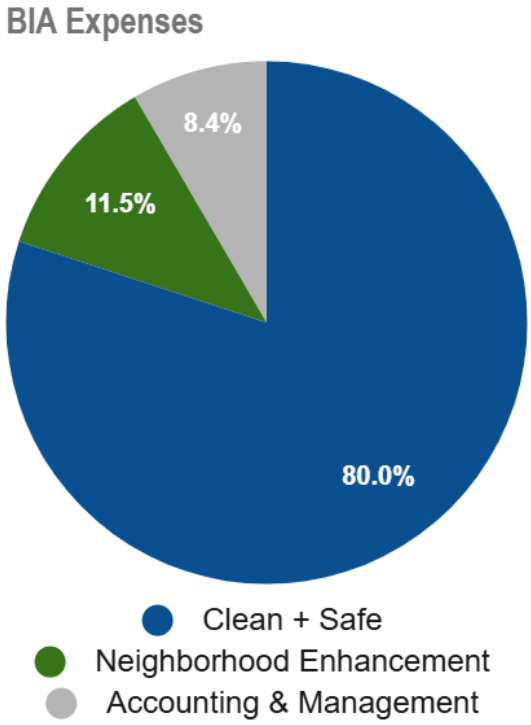
EXPENSES	Clean + Safe	Neighborhood Enhancement	Accounting & Management	Total	
Payroll	**60,000**	**25,000**	**20,000**	**105,000**	Supports 1.5 FTE staff
Program Expenses	**250,409**	**20,000**	**0**	**270,409**	
Community Development	-	20,000	0	20,000	Supports activitation events and placemaking, e.g. street pole banners.
Neighborhood Services	250,409	0	0	250,409	Primarily for contracted services for Ambassadors and overnight patrol.
Operating Expenses	**5,250**	**450**	**13,275**	**18,975**	
Total Expenses	**315,659**	**45,450**	**33,275**	**394,384**	

NET REVENUE/LOSS	0

Everett Station
DISTRICT ALLIANCE

2025 ESDA BIA Work Plan

Narrative



Safe & Clean Program

ESDA contracts with Pacific Security to provide two daytime Neighborhood Ambassadors, Monday-Saturday, and an overnight vehicle patrol every night 10pm-5am. The ambassadors walk and bike the neighborhood, addressing litter, graffiti, and safety concerns. Ambassadors also help people in need by directing them to social services. The Safe & Clean program is overseen by ESDA's Neighborhood Services Program Manager, who is able to work directly with property and business owners, the police department, social services, and other agencies to address issues as they arise.

Neighborhood Enhancement Program

Funds are used to support events and physical improvements to the neighborhood. In 2025, we will be installing street pole banners along Hewitt and Broadway, holding a neighborhood street fair on June 18, leading 3 community cleanups, hosting a free vaccination clinic, and hosting a free "photos with Santa" event. In 2025, funding permitting, ESDA will work with community to install a mural on a gateway portal under I-5 into the neighborhood. ESDA will continue to convene a monthly meeting of its Workforce Development Work Group, which helps connect our businesses to existing workforce development programs at EvCC, WSU Everett, HopeWorks, and others.

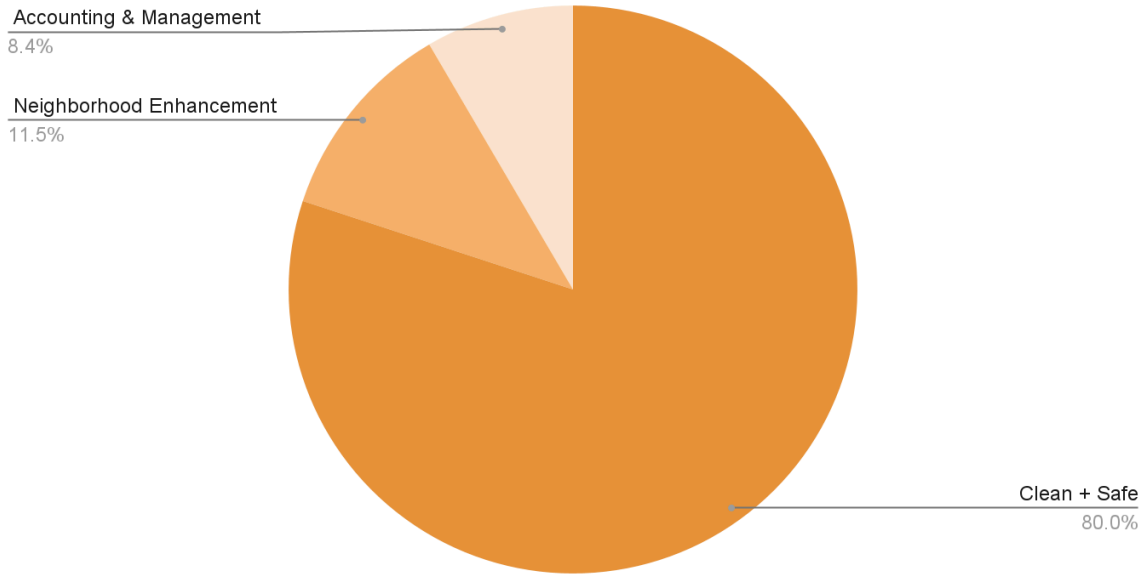
Accounting & Management

In addition to basic accounting and management costs for the organization, ESDA convenes the BIA Ratepayer Advisory Board four times per year and the Annual Ratepayer Meeting held in December. ESDA also publishes an Annual Report to the ratepayers.

Notes on 2025 ESDA BIA Budget

- The BIA revenue is based on the ordinance-set CPI adjustment to the assessments. For 2025, that's a 3.8% increase to the 2024 assessments.
- At the end of 2023, ESDA reported that he had $174,801 in unexpended BIA funds. This was because the BIA programming started midway through 2023, so there were approximately half of the otherwise expected expenditures for the year. This rollover continues into 2025. The 2025 budget expends $40,883 of this rollover.
- In addition, the 2023 and 2024 budgets included an assumption of a sum of $21,030.36 in estimated uncollectable assessments. The 2025 budget does not have an estimated uncollectable assessment dollar amount.
    - Only one property owner has not paid their 2023 and 2024 assessments, and we expect this property owner will eventually pay in full. When full payment of the 2023 and 2024 assessments are made, we will be able to budget that funding to a future year.
    - Although the 2025 budget does not include an estimation for uncollectable assessments and this may mean the City is unable to pay one or two invoices to ESDA, this is not a major concern to ESDA. The sizable rollover funds from 2023 provides ESDA with sufficient cashflow to continue operations without the payment. This has already been the experience in 2023 and 2024.
- Payroll costs are increased to account for cost-of-living adjustments and for providing healthcare.
- BIA accounts have been simplified by adding the "Parking" account to the "Safe & Clean" account, and the "Promotion & Economic Development" account to the "Neighborhood Enhancement" account. In practice, these accounts functioned this way given the amount of overlap between the respective programming. In addition, maintaining several different accounts makes accounting and presenting the information to the Ratepayer Advisory Board overly complicated.
- The percentage of the BIA funding directed toward the Clean & Safe program continues to increase year over year, up to 80%.

2025 ESDA BIA Expenditure Budget



EVERETT | City Council Agenda Item Cover Sheet

Project title: 2025 Lodging Tax Funding Allocations

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 2/12/25
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Funding Resolution

Department(s) involved:
Community Development

Contact person:
Tyler Chism

Phone number:
425-257-7107

Email:
tchism@everettwa.gov

Initialed by:
JW
Department head

Administration

Council President

Project: 2025 Lodging Tax Funding Allocations

Partner/Supplier: *N/A*

Location:

Preceding action: 2025 Budget Approval
Lodging Tax Advisory Committee Public Meeting 1/8/2025

Fund: 138 hotel/motel tax

Fiscal Summary Statement:

The City of Everett annually allocates hotel/motel tax revenues, generated from paid accommodations to tourism-related projects in accordance with RCW 67.28.1816. The Lodging Tax Advisory Committee (LTAC) recommends a 2025 expenditure of $1,214,305, leaving an ending fund balance of $500,000.

Project Summary Statement:

On January 8, 2025, the Lodging Tax Advisory Committee reviewed the annual long-term obligations of the Hotel/Motel Fund and grant applications for the 2025 LTAC grant cycle. The committee recommended the following allocations for 2025 funding:

- $278,314 for grants supporting programs and events that promote tourism and encourage overnight stays in paid accommodations.
- $150,000 for tourism promotion and marketing via Visit Everett, the City's destination marketing organization (DMO).
- $100,000 for tourism programming through the City's placemaking and events initiatives.
- $100,000 for support of the Public Facilities District (Everett Events Center).
- $585,924 for transfer to Municipal Arts Fund 112 to cover special events and cultural arts labor, maintenance, and operations.
- The attached resolution includes these recommended funding allocations for 2025, with total expenditures not to exceed $1,214,305.

Recommendation:

Adopt a Resolution authorizing 2025 Lodging Tax expenditures as recommended by the Lodging Tax Advisory Committee.

EVERETT
WASHINGTON

RESOLUTION NO. _____

A RESOLUTION concerning Allocations of 2025 Lodging Tax Funds

WHEREAS, in compliance with RCW 67.28.1816 and EMC 2.130.040, the Lodging Tax Advisory Committee of the City of Everett annually submits recommendations to the Everett City Council regarding the allocation of the lodging tax fund.

WHEREAS, the City operates an annual competitive grant program, allowing non-profits to seek funding dedicated to promoting tourism within the City of Everett.

WHEREAS, the City designates a portion of the allocation for tourism promotions and marketing, programs fostering tourism, and operational expenses for a Public Facilities District.

WHEREAS, the Lodging Tax Advisory Committee (LTAC) meticulously assessed the 2025 LTAC Grant applications, conducting a public meeting on January 8, 2025 to deliberate and reach a consensus on recommendations for the 2025 Lodging Tax Fund allocations.

WHEREAS, the City Council of the City of Everett has duly examined the recommendations put forth by the Lodging Tax Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:

1. Approve funding in the total of $278,314 for 2025 LTAC Grants

	Organization	Program	Grant Award Amount
1	**AMGRAF**	AMGRAF Concert Series	**$ 15,000.00**
2	**Courtyard Media**	GeekFest West 2025	**$ 30,000.00**
3	**Cruzin to Colby**	Rock the Boat Concerts	**$ 5,000.00**
4	**Cruzin to Colby**	Cruzin to Colby Car Show 2025	**$ 30,000.00**
5	**Downtown Everett Association**	Salty Sea Days Festival	**$ 10,000.00**
6	**Downtown Everett Partners**	Downtown Flower Program	**$ 4,000.00**
7	**Eventuris**	Everett 3 on 3 Basketball Tournament	**$ 22,500.00**
8	**Everett Comedy/Historic Evt Theatre**	Everett Comedy Shows	**$ 15,500.00**
9	**Everett July 4th Foundation**	4th of July Parade	**$ 6,500.00**
10	**Everett Pride**	Everett Pride Block Party	**$ 15,000.00**
11	**Evergreen Arboretum**	Wintertide Lights	**$ 15,000.00**
12	**Port of Everett**	2025 Waterfront Place Winter Festivities	**$ 13,500.00**
13	**Revo Racing**	Everett Performance Omnium	**$ 18,000.00**
14	**Run Super Series**	Snohomish Women's Run	**$ 13,500.00**
15	**SnoCo Music Project**	Fisherman's Village 2025	**$ 30,000.00**
16	**Snohomish County Sports Commission**	2025 World Breaking Classic USA Open Qualifier	**$ 10,500.00**
17	**Space 802**	Milltown Marathon	**$ 4,500.00**
18	**The Historic Everett Theatre**	2025 Programming	**$ 4,814.00**
19	**USA Softball Seattle**	2025 Fastpitch Tournament Season	**$ 15,000.00**

2. Approve a total funding allocation of $150,000 for 2025 tourism promotions and marketing, to be executed by the City's marketing and communications departments.

3. Approve a total funding of $100,000 for 2025 programs, events and activities promoting tourism and encouraging overnight stays in the City of Everett.

4. Approve $100,000 for funding the operations of the Everett Events Center Public Facility District.

5. Approve $585,924 transfer to Municipal Arts Fund 112 for special events and cultural arts labor, maintenance, and operations.

6. The Mayor is authorized to execute all contracts and take all other actions necessary to implement the funding in accordance with this resolution, including without limitation, grant agreements, professional service agreements, and other associated expenses.

_____

Councilmember Introducing Resolution

PASSED and APPROVED this _____ day of _____, 2025.

_____

Council President

City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049, to Accumulate All Costs for the Project

Council Bill #
CB 2501-08

Agenda dates requested:

Briefing
Proposed Action 1/29/2025
Proposed Action 2/05/2025
Consent
Action 2/12/2025
Ordinance **X**
Public hearing
Yes **X** No

Budget amendment:
Yes **X** No

PowerPoint presentation:
Yes **X** No

Attachments:
Funding Ordinance

Department(s) involved:
Parks & Facilities

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
BLeonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Animal Shelter HVAC Controls Update

Partner/Supplier: DK systems

Location: 333 Smith Island Rd, Everett

Preceding action: None

Fund: Fund 342, Program 049

Fiscal summary statement:

The proposed Ordinance will provide funding for the update to the Animal Shelter HVAC controls. The source of the funds for the project is Fund 342, Program 049. Total cost for the project is estimated at $100,000.

Project summary statement:

The Animal Shelter HVAC controls are at the end of their useful life and need updating. Facilities currently has temporary solutions in place to keep the building functioning, but to maintain long term occupational and building function an update is needed. This project will replace building controllers and update software so that remote access is possible for maintenance and ensure the HVAC system functions as intended.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049 to accumulate all costs for the project.

EVERETT
WASHINGTON

ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049 to accumulate all costs for the project.

WHEREAS,

A. The City Council recognizes the need to maintain City infrastructure.

B. The City Council recognizes that the Animal Shelter HVAC controls system is at the end of its useful life and is in need of updates.

C. The City Council recognizes that these repairs were identified in the 2019 Facilities Condition Assessment.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 342, Program 049 and shall be entitled "Animal Shelter HVAC Controls Update" to accumulate all costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 049 for the special improvement project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of $100,000.00 is hereby appropriated to Fund 342, Program 049, "Animal Shelter HVAC Controls Update" as follows:

A. Use of Funds

HVAC Controls Updates	$100,000
Total	$100,000

B. Source of Funds

Fund 342, Program 049	$100,000
Total	$100,000

Section 5. 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 6. 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 7. 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 8. 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:

_____
City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

EVERETT | City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a special improvement project entitled "36th Street CSO Storage and Regulator Modifications" Fund 336, Program 022, and repealing Ordinance No. 3902-22.

Council Bill #
CB 2501-09

Agenda dates requested:

Briefing
Proposed action 01/29/25
Proposed action 02/05/25
Consent
Action 02/12/25
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:
Souheil Nasr

Phone number:
425-257-7210

Email:
SNasr@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: 36th Street CSO Storage and Regulator Modifications

Partner/Supplier:

Location: 36th Street east of Smith Avenue

Preceding action: Ordinance 3812-21, approved on 7/14/21
Ordinance 3902-22, approved on 10/26/22

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

Ordinance 3902-22 authorized an appropriation of $3,500,000 for the design phase of the project.

Additional funding in the amount of $39,000,000 is required to complete the project. This new ordinance is necessary to program the additional funds needed for construction of the project.

This Ordinance will repeal Ordinance 3902-22, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	$ 3,500,000
Construction Phase (newly programmed)	$39,000,000
Total Project Costs	$42,500,000

The funding sources for this project will be as follows:

Fund 401 - Water and Sewer Utility	$42,500,000
Total source of funds	$42,500,000

Project summary statement:

This project, in conjunction with the Sewer "O" Phase 2 project, will control/eliminate combined sewer flooding at 36th Street and McDougall Ave and reduce combined sewer overflow (CSO) discharges at Snohomish River Outfalls (SRO) SRO7 and SRO8 to comply with Department of Ecology requirements.

Design is nearly complete, and construction is expected to begin in 2025.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "36th Street CSO Storage and Regulator Modifications" Fund 336, Program 022, and repealing Ordinance No. 3902-22.

EVERETT
WASHINGTON

ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled "36th Street CSO Storage and Regulator Modifications" Fund 336, Program 022, and repealing Ordinance No. 3902-22.

WHEREAS,

A. The City of Everett is committed to a planned sewer infrastructure replacement program.

B. The City of Everett has identified the need and obtained funds to construct certain improvements to reduce or eliminate combined sewer flooding at 36th Street and McDougall Avenue.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 022, entitled "36th Street CSO Storage and Regulator Modifications" to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3902-22 is hereby repealed.

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 $42,500,000 is hereby appropriated to Fund 336, Program 022, "36th Street CSO Storage and Regulator Modifications" as follows:

A. Estimated Project Design and Construction Costs	$ 42,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	$ 42,500,000

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: _____

EVERETT | City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvements Project Entitled "Drew Nielsen Park Playground Replacement", Fund 354, Program 102, to Accumulate All Costs for the Project in the Amount of $345,000

Council Bill #
CB 2501-10

Agenda dates requested:

Briefing
Proposed action 1/29/2025
Proposed action 2/05/2025
Consent
Action 2/12/2025
Ordinance X
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Funding Ordinance

Department(s) involved:
Parks and Facilities

Contact person:
Bob Leonard

Phone number:
425 257-8335

Email:
Bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project:	Drew Nielsen Park Renovation Project
Partner/Supplier:	King County Directors' Association (KCDA)
Location:	Colby & 13th St, Everett, WA 98201
Preceding action:	None
Fund:	Fund 354, Program 102 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the Drew Nielsen Park playground equipment replacement and surfacing material at an estimated cost of $345,000.

This project is identified in the CIP-3 financial model. Equipment procurement and installation will be through King County Directors Association (KCDA) Cooperative.

Project summary statement:

This project will renovate the playground area at Drew Nielsen Park. The playground has reached its end of life and exceeds the City of Everett Park's life-cycle standard of 15 years. Replacement of the existing playground equipment will update the playground to current industry standards and add options for accessible play. Playground replacement work includes demolition of the existing playground, construction of new forever lawn safety surfacing system, installation of the new playground equipment, expansion of play area, and certification of the design and installation.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Drew Nielsen Park Playground Replacement", Fund 354, Program 102 to accumulate all costs for the project in the amount of $345,000.

EVERETT
WASHINGTON

ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled "Drew Nielsen Park Playground Replacement" Project, Fund 354, Program 102, to accumulate all costs for the project.

WHEREAS,

A. The City Council is committed to a planned parks capital improvement program as part of the City of Everett Parks and Recreation Open Space (PROS) Plan adopted in 2022.

B. The playground at Drew Nielsen Park is 18 years old and exceeds the City of Everett Park's life-cycle standard of 15 years.

C. The City Council recognizes the need to replace the playground and playground surfacing at Drew Nielsen Park.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled Drew Nielsen Park Renovation Project, Fund 354, Program 102

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 102 for the special improvement project.

Section 3. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 4. The sum of $345,000 is hereby appropriated to Fund 354, Program 102, "Drew Nielsen Park Playground Replacement" project**.**

A. Use of Funds

Construction and Related Costs	$345,000
Total	$345,000

B. Source of Funds

CIP 3	$345,000

Total	$345,000

C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. 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 6. 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 7. 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 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the 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:

_____
City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

OFFICIAL PETITION
TO
COUNCIL MEMBERS
EVERETT, WA

City of Everett
2930 Wetmore Ave
Ste 100
Everett, WA 98201-4044

To Members of the Everett City Council:

There is a national movement underway to cut back on quality-of-life policing methods such as making arrests for vandalism, littering, loitering, vagrancy, public intoxication, and other quality of life violations.

As a registered voter in Everett, I urge you to maintain all quality-of-life policing methods, vigorously defend these methods, support our police in enforcement of quality-of-life violations, and make sure our district attorney is fully behind quality-of-life policing methods.

Quality of life policing, as well as pro-active policing methods, have cleaned up and maintained order in many neighborhoods in our city and helped reduce more serious crime nationwide between 1985 and 2015 by over 50%.

Mr William Renfro

Mrs Mary Ann Mclamb

Mr Alvin Griffin

Ms Margaret Osborn

Ms Margaret Dildine

Mrs Virginia Roberts

Mrs Barbara Mckeon

Ms Jolene Leventin

Mr Darrell Plouffe

Ms Christine Todd

Mr Rodney Deniston

SeaCom
CABLING TECHNOLOGY SOLUTIONS

1/30/2025

SeaCom cabling Inc
3014 Hoyt Ave
Everett, WA 98201
sbye@callseacom.com

City of Everett
2930 Wetmore Ave
Everett, WA 98201

Subject: Business Activity in Our Vicinity

Dear City of Everett

I am writing to provide feedback regarding Jasmine Donahue's business in our vicinity. We have observed her Hope N Wellness business and its activities and have found no issues arising from its operations. On the contrary, we understand that she has been actively and meaningfully assisting those in need in the community.

Through our interactions and observations, it is evident that Hope n Wellness has been a beneficial presence, supporting individuals in need and contributing to the community's well-being. As neighbors of this business, we have not encountered any disturbances or negative impacts related to any activities.

We appreciate the city's efforts to ensure responsible business practices, and we wanted to take this moment to express our perspective. Please feel free to reach out if additional information is needed.

Sarah R Bye

Sincerely,
Sarah Bye
Office Manager/Co-Owner with husband Chris Bye
425-317-8259

SCHROEDER LEGACY

City of Everett
2930 Wetmore Ave
Everett, WA 98201
Subject: Business Activity in Our Vicinity

To Whom it may concern

Hope N Wellness is the business that I donate space to in my building at 3021 Rucker Avenue. I do this because I believe in the work they are doing in this community.

Not only do they care for the property, but they also have respect from the people they serve. I have not only heard the testimonies of the help from those who are receiving it, but I have also heard the people being served serve to keep an eye on the facilities.

I believe that the services of Hope N Wellness are making Everetts streets safer for everyone!!!

The city of Everett should be grateful to Hope N Wellness for providing service that the city and county are not. You all say you want to have a thriving downtown, but you think that making it hard on the marginalized will eliminate their presence, it won't. The city center is where the jail and the court system are, how you deal with them is all centered downtown. I really wish the people making some decisions would realize who are assets to the city.

Kristie McBride

Kristie McBride
Schroeder Legacy
425-971-1380
consultkristie@hotmail.com

EVERETT
WASHINGTON

To: City Council Members

From: Cassie Franklin, Mayor

Re: Appointment to Boards and Commissions

Date: February 10, 2025

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, February 12, I will be asking for your concurrence on the following appointments:

To the Cultural Arts Commission

- Shaina Langley, Pos #4 - term expiring 12/31/2027

To the Historical Commission

- Angela Di Filippo, Pos #3-term expiring 12/31/2027
- Brady Begin, Pos #4-term expiring 12/31/2028
- Robert Barren, Pos #9-term expiring 12/31/2030

To the Planning Commission

- Erin Routledge, Pos #6 - term expiring 12/31/2030
- Todd Welch, Pos #7 – term expiring 12/31/2030
- Charles Adkins, ALT – term expiring 6/30/2025 due to alternate positions being retired

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

Cassie Franklin
Mayor, City of Everett

c. Nichole Webber, Jennifer Gregerson and Deb Williams

Office of the Mayor
CASSIE FRANKLIN

2930 Wetmore Ave., Ste. 10-A
Everett, WA 98201

425.257.7115
425.257.8729 fax

everettwa.gov

Everett Chamber of Commerce Update

Everett City Council Briefing | February 12,2025

Tyler Chism, Program Manager, City of Everett

Wendy Poischbeg, CEO, Greater Everett Chamber of Commerce

EVERETT
WASHINGTON

BUILDING EVERETT'S BUSINESS NETWORK

Wendy Poischbeg, Project Lead

Building the Chamber

Greater Everett Chamber:
Progress and Next Steps

About Me
How we got here. 1

Phase 1
Formation 2

Phase 2
Legal Establish. 3

Phase 3
Operations 4

Phase 4
Member Recruit. 5

Progress
Current Status 6

Wendy Poischbeg

Guiding the Chamber's Formation and Future Growth

Entrepreneurial Roots

Former small business owner, passionate about supporting local entrepreneurs

Public Leadership

30 yrs. in government, driving economic growth and community development.

Chamber Visionary

Former CEO OF EASC, building a stronger, more connected business community

Everett Area Chamber of Commerce

A legacy of business leadership in Everett

1892
Originally established

1943
Boeing began operations in Everett

2012
Year of Merger

750
Number of members

2025
Reestablishment

Planning and Formation

Establish foundational elements, including mission, vision, stakeholder strategy, and initial board development.

Implementation Plan

Create a detailed plan outlining project phases & timeline.

Formation Committee

Recruit community 6-8 community members.

Mission & Vision

Collaboratively recommend direction for chamber core values.

Membership Structure

Develop membership levels and marketing materials.

Mission

To champion Everett's economic vitality by providing powerful advocacy, fostering meaningful connections, and delivering resources that help businesses thrive.

Vision

To be the leading advocate for a dynamic and prosperous business community that fuels Everett's growth and quality of life.

Legal Establishment

Complete all necessary legal requirements to establish the Chamber as a nonprofit entity.

Governance Structure

Recommend fiscal mngmt, programs, and operations.

3 Yr. Ops Budget

Recommend operational and programmatic plan.

File Incorporation

Apply for 501(c)(6) tax-exempt status and legal documents.

Compliance

Draft bylaws and conflict of interest policies.

Operational Setup

Establish operational systems and communication channels for the Chamber

Financial Accounts

Setup banking and financial accounts.

Accounting & Finance

Establish basic accounting and reporting systems.

Website & Social

Establish primary communication channels, domains and platforms.

Implement CRM

Implement a Customer Relationship Management system.

Membership Development

Launch a membership structure and pre-launch program to secure early members and community partnerships.

Member Recruitment

Signup program to attract early members.

Info Sessions

Engage the business community through interactive info sessions.

Marketing Materials

Produce marketing materials to promote the Chamber.

Onboarding Process

Create welcome messages and orientation materials for new members.

Our Pillars

Empowering Everett's Business Future

Community Engagement

Bringing businesses, leaders, and locals together to create a connected, thriving city.

Business Advocacy

Amplifying the voice of local businesses to shape policies that fuel success.

Four key focus areas drive our impact—connecting businesses, providing resources, advocating for growth, and making Everett a destination.

Business Resources

Providing tools, education, and support to help businesses grow, innovate, and succeed.

Placemaking and Tourism

Boosting business attraction and marketing by creating a dynamic destination where people want to visit, work, and invest.

Member Growth

In just one month, the Greater Everett Chamber has already reached 25% of our year-end goal, demonstrating strong community interest and engagement.

100 members secured
25% of goal in 30 days

400 by Q4
By December 2025, aim to grow to 400 members.

Board Development

Providing strategic leadership and guidance to drive the Chamber's mission forward.

Rich White

The Boeing Company

John Carswell

APEX Everett

Sharon Gomez-Pascual

Hotel Indigo

Get Involved

Committees form to address relevant issues to advise and make recommendations to the board. Committees may be made up of board members, community members, or a combination of both.

Advocacy Committee

Shape and advance advocacy efforts on behalf of the business community.

1

Events & Programs

Plan and execute programs and events that deliver value to members & bus. community.

3

Finance Committee

Provide oversight of the Chamber's financial health.

2

Industry & Workforce

Address challenges and strategies that support training, development, and retention.

4

Get Involved

Committees form to address relevant issues to advise and make recommendations to the board. Committees may be made up of board members, community members, or a combination of both.

Membership Committee

Drive membership growth, retention, and engagement.

5

Placemaking Committee

Identify and support projects, such as public art installations & streetscape improvements.

7

Mentor Committee

To connect experienced business leaders with emerging entrepreneurs.

6

Hispanic Business Committee

Focus on advocating for and supporting Hispanic-owned businesses.

8

Revenue

Membership is our primary revenue source, complemented by grants, events, and sponsorships to fund programs, training, and advocacy.

1

Membership

Primary revenue source driving operations, programs, and advocacy.

2

Grants

Seed funding to support strategic initiatives and business development.

3

Events & Sponsorships

Revenue from programming, networking events, and corporate partnerships.

Upcoming Events & Programs

FEBRUARY 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	WOMEN 18	LUNCH 19	20	21	22
23	24	LATINX 25	26	27	28	1
2	3	4	5	6	KICKSTART 7	8

Women's Network
Obsidian Beer Hall
18

Everett Rising
APEX Everett
19

Latinx Network
Corner Convention Center
25

Kickstart Morning
Courtyard by Marriott
7

Next Steps:

Building Momentum for 2025

START

01

Member Recruitment
Expand to strengthen Chamber's foundation

02

Program Development
Creating valuable resources and training for business success.

03

Advocacy Initiatives
Champion policies that support local growth.

04

Partnership Expansion
Build strategic collaborations to enhance impact.

Next Steps

Building Momentum in 2025

05

Marketing and Outreach

Increasing visibility through branding and communication efforts

06

Event Execution

Hosting signature events to foster connections and engagement

07

Sponsorship & Grant Development

Secure funding to sustain and expand operations

08

Performance Tracking

Measuring progress and refining strategies for long-term success

END

Contracting Update

EVERETT
WASHINGTON

Recap: Why Reestablish a Chamber

Businesses are asking for an Everett Chamber

Without a Chamber we're at a competitive disadvantage

Chambers are critical for a thriving business ecosystem

Continue to generate economic momentum

Generates revenue for the City

Professional services agreement

The City will enter into a **professional services agreement** with the Everett Chamber of Commerce.

The agreement is on the **2/19/25 council meeting agenda.**

The Chamber will provide services to support the **City's economic development initiatives**.

Scope of work activities

Activity	Deliverable Highlights
Business Outreach & Engagement	Outreach to businesses, maintain a business directory, emphasis on historically disadvantaged businesses.
Events & Programming	Host monthly networking events and four signature events, including Everett's State of the City.
Marketing & Promotions	Promote Everett's business-friendly environment, share business updates, and support ribbon-cutting events.
Advocacy	Engage in policy initiatives affecting Everett businesses.
Technical Assistance	Provide business resources, funding guidance, and launch a bilingual digital resource center.

Contract term and oversight

Term until 12/31/25 with **optional 1-year extension.**

Annual **workplan due 30 days** from signed agreement. **Workplan becomes part of scope** of work.

Quarterly performance reports to staff.

Annual briefing to City Council.

Funding structure 2025

$290,000 in 2025 distributed quarterly

$75,000 – Initial work plan due 30 days from start (mid March)

$75,000 –Second quarterly report (June 2025)

$70,000 – Third quarterly report (Sept 2025)

$70,000 – Fourth quarterly report & final summary (December 2025)

Termination and renewal

City has **sole discretion** to extend for 2026 at $240,000.

Annual work plan due **Jan 1, 2026**, if extended.

City may terminate contract with written notice.

Chamber compensated for completed work & expenses if terminated.

Performance tracking and accountability

Chamber will track & report

- Event attendance, marketing reach & impact
- Number of businesses engaged and served
- Success stories & testimonials
- Membership growth and financials

City Oversight

- Economic development staff as ex officio board member
- Responsible for contract management & accountability
- Quarterly performance reviews to ensure deliverables are met and chamber is viable

THANK YOU

EVERETT
WASHINGTON

EVERETT CITY COUNCIL
Public Comment Form

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State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at **everettwa.gov/city council**. 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: Feb 12, 2025

NAME (required): Abi Ludwig

CITY (required): Olympia ZIP (required): 98502

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: _____

_____

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6

DATE: 2-12-25

NAME (required): Rachel Kurtz-McAlaine

CITY (required): Anderson Island ZIP (required): 98303

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Initiative 24-03 lawsuit

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DATE: 2/12/25

NAME (required): Holly James

CITY (required): Everett ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

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DATE: 2/12/25

NAME (required): Austin

CITY (required): EVERETT ZIP (required): 98201?

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Hope + Wellness

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 3/12/25

NAME (required): Janean Desmarais

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 (3) 4 5 Not sure Don't live in city

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_____

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