



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 | Natural Systems Design, Inc. |
| | 1900 North Northlake Way, Suite 211 Seattle WA 98103 |
| | dawn@naturaldes.com |
| City Project Manager | Heather Griffin |
| | City of Everett – Public Works 3200 Cedar St Everett, WA 98201 |
| | hgriffin@everettwa.gov |
| Brief Summary of Scope of Work | Year 7 performance monitoring of Smith Island Estuary Restoration advance mitigation site |
| Completion Date | December 31, 2026 |
| Maximum Compensation Amount | \$130,907.04 |

| BASIC PROVISIONS | |
|---|---|
| Service Provider Insurance Contact Information | Assured Partners of Washington LLC |
| | 425-952-2694 |
| | Lisa Day, lisa.day@assuredpartners.com |
| State Retirement Systems (must answer both questions) | <p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: Click for Dropdown Menu</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p> |
| Willful Wage Violation Certification | <p>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.</p> |

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

NATURAL SYSTEMS DESIGN, INC.



Cassie Franklin, Mayor

03/24/2025

Date

ATTEST



Office of the City Clerk

Signature: _____



Name of Signer: Steven M Winter 03/21/2025
Signer's Email Address: SteveW@naturaldes.com
Title of Signer: Principal Hydrologist



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/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.1.13.25)**

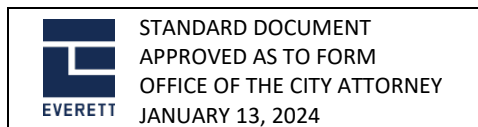


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

EXHIBIT A: SCOPE OF WORK

SMITH ISLAND ESTUARY RESTORATION ADVANCE MITIGATION SITE: YEAR 7 MONITORING

PREPARED BY:

Natural Systems Design, Inc.

PREPARED FOR:

City of Everett Public Works

Heather Griffin, PE, Surface Water Manager

City of Everett Public Works Department

February 18, 2025



INTRODUCTION

City of Everett Public Works Department (EPWD) has requested Natural Systems Design, Inc. (NSD) support the EPWD by completing an expanded Year 7 monitoring effort for the Smith Island Estuary Restoration Advance Mitigation Site (the project). The project was constructed as advance compensatory mitigation for EPWD anticipated future unavoidable impacts to wetlands and waters, as specified in Table 1-1 of the Advance Mitigation Plan (ICF 2016) within the project's defined geographic area. The Advance Mitigation Plan specifies performance monitoring across a 10-year monitoring period, or until the performance standards are met. The performance standards were met at Year 5 and EPWD has requested early termination of the quantitative monitoring. Coordination with the U.S. Army Corps of Engineers occurred in late 2024 and January 2025 and concluded with the request that EPWD complete all elements of the monitoring required in Year 10 to verify standards are being met and to essentially replicate the Year 5 monitoring and thus produce data from two consecutive monitoring years.

At the request of EPWD, NSD will complete an expanded Year 7 performance monitoring and reporting consistent with the monitoring tasks required for Year 7, as well as the expanded suite required at Year 10. NSD will replicate the elements and methods specified in the Advance Mitigation Plan, consistent where applicable with the methods and approach utilized for Years 1 through 6 monitoring. Year 1 was completed by ICF in 2019 and NSD completed Years 2, 3, and 4 in 2020 through 2022 and Years 5 and 6 in 2023 and 2024.

Work to be completed by NSD has been divided into the following list of tasks and linked to specific project deliverables:

- Task 1: Estuarine Habitat Area Delineation, Hydrology, and Salinity
- Task 2: Wetland Vegetation Development
- Task 3: Fish Use Monitoring Support
- Task 4: Wildlife Use Monitoring
- Task 5: Monitoring Report
- Task 6: Agency Coordination & Meetings
- Task 7: Client Coordination & Project Management
- Task 8: Additional Unanticipated Services

For this project, NSD's core team consists of Steve Winter, PWS, Principal In-Charge overseeing the project team and supporting Project Manager and lead wetland biologist Torrey Luiting, PWS, Associate Principal Ecologist.

Task 1. Estuarine Habitat Area Delineation, Hydrology, And Salinity

Per Tables 6-1 and 6-2 of the Advance Mitigation Plan, a verification of the Year 1 extent of estuarine habitat based on Mean Higher High Water (MHHW) and verification that the site meets U.S. Army Corps of Engineers Regulatory standards under the Clean Water Act as an estuarine wetland are required at Year 10 and thus needs to be repeated as part of the expanded Year 7 monitoring.

Subtask 1.1 Verification of Estuarine Hydrology and Salinity

Part of the verification of estuarine habitat is the reverification that a natural diurnal tidal regime with estuarine water salinity has been restored/is still present within the site comparable to that observed in

Union Slough. This is accomplished via recording the hydroperiod across the month of June and the salinity of the water column sampled at high tide in the site and in Union Slough during that same time period.

NSD will visit the project site in late May 2025 to deploy water level gages at low tide to measure the rise and fall of the water surface within the Project site and in the adjacent section Union Slough. Gages will be deployed in a protective PVC housing attached to T-posts or similar. Two gages will be deployed within the Project site, one within Union Slough, with a fourth installed above the high tide line for barometric compensation. NSD will use an RTK unit to survey the elevation of each gage so recorded water depths can be reported on a consistent vertical datum. Gages will be retrieved after four weeks of continuous (6 minute) data collection across the month of June.

Recorded water level data will be analyzed and plotted to verify that water levels within the site rise and fall in conjunction with those in Union Slough. Verification that water level in the site rises to the same elevation as Union Slough at high tide across the month of June will demonstrate that the nature of the connection to Union Slough has not changed.

NSD will record water column salinity near a daytime higher high tide when the salt wedge can push furthest into the site, which in 2025 should occur the last full week of June. Salinity will be monitored by deploying a small inflatable kayak or similar and a YSI or comparable meter to measure salinity in the site and in Union Slough. Salinity measures will be collected at near-surface, mid-depth, and near-bottom at locations with deeper water columns and at the surface and bottom of the water column in water depths less than 3 feet. Six sample locations within the Project site will be collected, with an even distribution of distances from the breach. Three locations will be sampled in Union Slough. All sample locations will be recorded with GPS equipment.

Salinity measurements will be used to verify that the average concentration across all Project site samples meets a minimum salinity of 0.5 parts per thousand (the threshold used to characterize a wetland as 'estuarine'). Since Union Slough and Smith Island typically experience oligohaline (low salinity) conditions, salinity consistent with that recorded in Union Slough will also verify that the site is an estuarine wetland.

Subtask 1.2 Estuarine Habitat Area Delineation

As required in the Mitigation Plan, NSD will verify that the site meets wetland criteria by collecting wetland determination data plots at representative wetland and upland locations. NSD will collect vegetation, soils, and hydrology indicator data, as well as photos from the data plot locations and create a figure illustrating the sample plot locations. The sample plot data will be used to verify conditions meet the Corps' criteria as wetland as required in the Advance Mitigation Plan.

NSD will present the appropriate figures within the Task 5, Year 5 Monitoring Report, using the NSD drone aerial imagery collected as part of Task 2, Vegetation Monitoring to illustrate the water surface elevation gage locations, the salinity sampling locations, the wetland determination data plots, and the extent of estuarine habitat.

During the delineation site visit, NSD will also review the perimeter of the site and will review NSD's 2025 drone images (Task 2) to identify any locations that have eroded or otherwise show evidence of alterations like fill or dike expansion that would change the area of tidal inundation since construction. If necessary, NSD will also utilize the 2019 Snohomish estuary LIDAR to compare extent of site with 2025 conditions and with the as-built plans, and the low and high tide drone images ICF presented in the June 2020 Year 1 report.

ASSUMPTIONS:

- Site conditions are such that the hydroperiod field work can be accomplished within two site visits by two NSD staff – gage installation and gage retrieval. Approximately 10 hours for gage deployment and survey and 8 hours for retrieval site visit by two NSD staff is included, including travel.
- Gages will function as intended over their month deployment; vandalism or loss of gage will require replacement and reinstallation through Additional Unanticipated Services task budget.
- Site conditions are such that the salinity monitoring field work can be accomplished within one approximately 8-hour site visit, including travel, by two NSD staff.
- Site conditions are such that the wetland delineation data collection field work can be accomplished within one approximately 8-hour site visit, including travel, by two NSD wetland biologists.
- Survey of the WSE gages will use GPS RTK, no total station work will be required.

DELIVERABLES:

- Year 7 hydroperiod graph, included within Task 5, Monitoring Report
- Year 7 salinity data, included within Task 5, Monitoring Report
- Year 7 estuarine extent figure and associated wetland determination data (Appendix to Task 5, Monitoring Report)

Task 2. Wetland Vegetation Development

Per Tables 6-1 through 6-3 of the Advance Mitigation Plan, wetland vegetation development monitoring is required in Years 7 and 10 to quantitatively evaluate tidal marsh development, habitat complexity and interspersions, vegetation cover, and control of reed canarygrass, invasive species, and noxious weeds within the mitigation site.

Subtask 2.1 Data Collection

NSD will visit the project site in August or early September of 2025 to complete the Year 7 vegetation monitoring. NSD will assess the general condition of the site, collect photos from the photo point locations utilized in Years 1 through 6, and conduct vegetation monitoring in accordance with the Advance Mitigation Plan (ICF 2016) and consistent with the methods NSD used for Years 3 and 5 vegetation monitoring.

NSD biologists will record species composition and percent cover of all identifiable species in approximately 130 vegetation sample plots (each 1 square meter in size) located along at least 13 transects, oriented north to south across the topographic gradient of the site. The location of the first sample plot on each transect is determined using a random distance between zero and 50 feet from the northern boundary of the AMS. Thereafter, sample plots are positioned at 75-foot intervals to the south. NSD will employ GPS to navigate the transects and to the location of each sample plot and will record transitions between mudflat, marsh, and tidal channel communities along each transect to support creation of the Year 7 vegetation community map.

Invasive and noxious weed monitoring will occur along the surveyed vegetation transects and in the sample plots. Invasive and noxious weeds will also be qualitatively monitored by observational surveys from the ends of the transects and from the photo point locations. The aerial photo will also be utilized,

particularly to identify areas of reed canarygrass and areas of cattail. Extent of narrow-leaf cattail versus common cattail will be noted during the transect and plot surveys. Invasive or noxious weed populations (e.g., reed canarygrass, purple loosestrife, yellow iris) will be noted and their main location(s) documented with GPS and/or mapped on the aerial photo so any infestation can be addressed.

Subtask 2.2 Aerial Photo Documentation and Vegetation Community Mapping

NSD will employ a drone to capture a high-quality aerial photo of the project site at low tide conditions at the height of seasonal vegetation development (~August/early September 2025) to document vegetation colonization and to create a Year 7 map of marsh, mudflat, and tidal channel development. NSD biologists will map vegetation communities based on the visual signatures on the aerial image, our site observations, and the vegetation transect and plot data. We will compare vegetation community development to that reported in the Year 1, 3, and 5 Monitoring Reports and to that anticipated in the Advance Mitigation Plan and the Year 10 performance standards.

The aerial photo will also serve as the basemap for figures in the annual report illustrating the location of other sampling efforts (i.e., water surface elevation gages, wildlife point counts and transects, wetland determination plots, and extent of estuarine habitat).

Subtask 2.3 Data Analysis

NSD will analyze the vegetation plot and transect data, as well as the vegetation community development and invasive/noxious species data to characterize the extent and nature of continued development of native tidal marsh and mudflat communities per the Year 7 and Year 10 vegetation performance standards specified in Table 6-3 of the Advance Mitigation Plan. The vegetation performance standards focus on increases over time in average percent cover of native marsh species in the marsh sample plots, reduction in percent cover of reed canarygrass and invasive species, and interspersed mudflat, marsh, and tidal channel habitats across the site. NSD will prepare summary tables and figures for inclusion in the Monitoring Report (Task 5).

ASSUMPTIONS:

- Site conditions are such that the drone image can be captured within one, 8-hour site visit including preparation and travel.
- Site conditions are such that the vegetation data collection can be accomplished by a team of two NSD staff in 3, 10-hour days including travel.

DELIVERABLES:

- Year 7 aerial photo, vegetation maps, and summary tables for inclusion in Task 5, Monitoring Report

Task 3. Fish Use Monitoring Support

The Project site is intended to provide off-channel rearing, foraging, and refuge habitat for juvenile salmonids. Per Tables 6-1 and 6-2 of the Advance Mitigation Plan, fish use monitoring is required in Year 7 and 10 to document the fish species that are using the project site; catch per unit effort; salmonid

species size classes, life stage, and origin (wild or hatchery). The goal of this monitoring is to document that the site is being used by a variety of native fish species, including juvenile salmonids.

Documenting use of the AMS by estuarine fish species indicates the AMS is meeting the goal of achieving interspersed estuarine habitat. Fish use is also an indicator of meeting the AMS goals of intertidal marsh development and habitat complexity in that the marshes and mudflats export organic material downstream and provide habitat for benthic invertebrates, both of which support the estuarine food web on which rearing salmonids depend.

Subtask 3.1 Data Collection Coordination

Consistent with the approach taken in Year 1 by ICF and in Years 3 and 5 by NSD, NSD will again coordinate with Snohomish County during the 2025 sampling being conducted by the County, the Tulalip Tribes, and the National Marine Fisheries Service (NMFS) throughout the lower Snohomish River estuary to ensure sampling is completed within the site's tidal channel. The site is described as the 'Everett Channel and the Everett Mitigation Channel' in the County's documents and data files. NSD anticipates that fish will be collected under a scientific collection permit from WDFW and NOAA/Tulalip/Snohomish County's Endangered Species Act (ESA) Section 10 A1a collection permit.

Fish use sampling is typically conducted in the AMS, as well as in the larger Smith Island Estuary Restoration project's starter channels and blind channels, and from sites within the lower estuary (e.g., Mid Spencer Island). Utilization of these collaboratively gathered data meets the intent of the Advance Mitigation Plan (ICF 2016) to document fish use within the site, while also capitalizing on the larger monitoring effort being conducted to monitor estuarine restoration in the lower Snohomish River estuary. Sampling is anticipated to be conducted by the County/Tribes/NOAA on a cycle of approximately every two weeks between February and August 2025 using a modified Puget Sound beach seine deployed from a boat moving downstream across the site's tidal channel. Captured fish are placed in buckets for temporary holding, identified by species, a subset of each species is measured, and the fish released as quickly as possible. Chinook and coho salmon are identified as hatchery or natural origin based on visual identification of external marks (adipose fin clip) or detected presence of a coded-wire tag.

Subtask 3.2 Data Analysis

NSD will analyze the fish use data from within the site and will compare the species caught within the mitigation site to that reported in the Year 1, 3, and 5 Monitoring Reports per the performance standards for Years 7 and 10. NSD will prepare summary tables and figures for inclusion in the Year 7 Monitoring Report (Task 5).

ASSUMPTIONS:

- NSD will not collect fish use data; collaboration and use of estuary-wide data collection will remain acceptable to EPWD and Snohomish County and to reviewers at USACE and Ecology.
- Snohomish County/Tulalip Tribes will provide summary data collected within the site to NSD in fall 2025 time for inclusion in the Year 7 monitoring report.

DELIVERABLES:

- Year 7 fish use analysis and summary tables for inclusion in Task 5, Monitoring Report

Task 4. Wildlife Use Monitoring

The Project site is intended to provide habitat for a variety of wildlife species, including waterfowl and shorebirds. Per Tables 6-1 and 6-2 of the Advance Mitigation Plan, wildlife use monitoring is required in Year 7 and Year 10 to document the wildlife species that are using the project site.

Subtask 4.1 Data Collection

Wildlife monitoring will take place during both spring and summer sampling periods when maximum use by wildlife, including waterfowl and migratory shorebirds, typically occurs. Each monitoring period will extend across an entire day to capture wildlife use at both low and high tide conditions.

NSD will conduct thirty-minute point count surveys at the survey stations utilized during the Year 5 data collection. The location of the fixed survey stations has been dispersed around the site to allow as many habitats as possible to be viewed during each survey. Year 7 stationing will be consistent to the extent practicable with the survey stations utilized during the Year 5 data collection.

If such locations are physically accessible and can be walked without causing unnecessary disturbance to wildlife, biologists will also walk the western setback dike and the southern dike and will enter the site at selected locations chosen to provide access to several different vegetation communities to document any additional use.

Wildlife observations will also be incidentally recorded during the delineation, hydroperiod, salinity, and vegetation field work (Tasks 1 and 2) to document wildlife species diversity and will be included with the specific wildlife use data presented in the Task 5, Monitoring Report.

Subtask 4.2 Data Analysis

NSD will document species and use per the performance standards specified in the Advance Mitigation Plan and will compare the species documented to that reported in the Year 1, 3, and 5 Monitoring Reports. NSD will prepare summary tables and figures for inclusion in the Monitoring Report (Task 5).

ASSUMPTIONS:

- The site can be safely accessed by foot for the wildlife use transects.
- Site conditions are such that spring and summer wildlife use point count and pedestrian survey data collection can be accomplished within 1, 12-hour day including travel by a team of two biologists.

DELIVERABLES:

- Year 5 wildlife data analysis and summary tables for inclusion in Task 5, Monitoring Report

Task 5. Monitoring Report

Per Section 6.5 of the Advance Mitigation Plan, annual performance reporting includes submittal of the Mitigation and Monitoring Report to USACE and the Washington Department of Ecology by December 31 in each year in which monitoring occurs (Years 1, 3, 5, 7, and 10) or as specified by agency permits and following the completion of that year's monitoring activities.

NSD will prepare, QC, edit and compile a Year 7 Mitigation and Monitoring Report at the conclusion of Year 7 monitoring. The report will include a detailed discussion of the site's development both compared to pre-breach conditions and compared to Year 5, including a detailed focus on estuarine

habitat and wetland restoration, vegetation community development, noxious weed and/or invasive species presence (if any), and use by fish and wildlife consistent with the goals of the Advance Mitigation Plan and the anticipated conditions at Year 10. It will summarize the results of the monitoring and the progress of the site in meeting the applicable Year 7 and 10 performance criteria.

The Year 7 Report will mirror the format used in the Year 5 report and have the following sections:

- An introductory section that will contain project background information and a summary of site conditions.
- Monitoring activities conducted during the year with a description of the methods used, the results of the monitoring, a discussion of the results, and the progress achieved towards meeting the associated performance goal.
- A summary of the overall progress towards meeting the performance standards for both Year 7 and Year 10 based on the expanded monitoring completed in 2025 and the overall advance mitigation site restoration goals.
- Photo point photographs for Years 1 through Year 7.
- Detailed monitoring data in appendices as appropriate.

ASSUMPTIONS:

- NSD cannot guarantee site conditions will be such that all Year 7 and Year 10 monitoring standards will be met.
- NSD will focus on both the Year 7 and the Year 10 performance standards in the report to support EPWD, as appropriate, in coordination regarding potential early termination of performance monitoring, per Task 5.
- EPWD will provide one round of consolidated review and comment in track changes on the draft Year 7 Monitoring Report
- NSD will complete the draft and final report in time for EPDW submittal to the regulatory agencies by the December 31, 2025, deadline.

DELIVERABLES:

- One draft and final Year 7 Monitoring Report

Task 6. Agency Coordination & Meetings

After the Year 7 monitoring is completed, NSD will support EPWD with agency coordination to request early close out of performance monitoring if monitoring results indicate that the AMS is meeting applicable standards.

- NSD will prepare a summary presentation and support EPWD at an approximately 2-hour meeting with USACE and Ecology to illustrate the site's development and current conditions.
- NSD will be available for up to two, 4-hour with travel, in-person site visits with USACE & Ecology to view the site and see conditions.
- NSD will provide support for up to two additional 2-hour virtual meetings as needed to support EPWD in agency coordination in 2026.

ASSUMPTIONS:

- Site visits will be coordinated by EPWD and be conducted by foot.

- NSD will support EPWD with advice and interpretation of the Advance Mitigation Plan requirements and performance standards relative to early release from monitoring but cannot guarantee the outcome of agency coordination or early release from monitoring requirements.
- It is possible USACE and/or Ecology will still require a Year 8 site condition check and/or full Year 10 monitoring per the Advance Mitigation Plan, irrespective of the expanded suite of elements monitored in Year 7 to show two consecutive years of meeting Year 10 standards.

DELIVERABLES:

- Draft and final PowerPoint presentation slide deck.
- Attendance at two field meetings with regulatory agencies.
- Email and telephone communications with EPWD, USACE, and/or Ecology.

Task 7. Client Coordination & Project Management

Task 7 includes labor and expenses associated with scheduling, coordination, and quality control services for this work. NSD's project manager and financial administrative assistant will be responsible for administering the contract, scheduling sampling dates and resources, handling team communication (both internally and with EPWD), responding to requests for information, preparing invoices, tracking budget, and related project management and administration tasks.

Coordination includes internal coordination within the NSD project team regarding schedules, budget, project progress, and project approach, as well as regular direct coordination with EPWD project manager in 2025 regarding items such as site access, schedule, task status, and results and in early to mid-2026 during coordination with USACE and Ecology regarding potential early termination of the performance monitoring, if applicable based on Year 7 results.

NSD will also provide up to 4 hours of time in coordination, at EPWD's direction, regarding the timing, mechanical control efforts, and observations of efficacy of narrow-leaf cattail control within the site.

ASSUMPTIONS:

- NSD will manage the project on a total budget basis but will track and report hours by task.
- This task will be accomplished monthly over the course of approximately 12 months (2025), with project management effort anticipated at approximately 1-hour per month. Administrative support will be provided as will Principal support for quality assurance.
- This task will be accomplished approximately quarterly in 2026 commensurate with the level of agency coordination occurring in Task 5, with project management effort anticipated at approximately 1.5-hours per quarter. Administrative support will be provided as will Principal support for quality assurance.
- Client and internal team coordination is anticipated at approximately 0.5 hours per month on average.

DELIVERABLES:

- Ongoing email and telephone communications with EPWD.
- Monthly invoicing and project reporting during 2025; quarterly in 2026.

Task 8. Additional Unanticipated Services

NSD will complete additional services not anticipated at the time of scoping at the request of the EPWD's project manager up to \$20,000 of staff time and related expenses as indicated in Table 1. Additional proposed scope and fee for additional unanticipated services to be authorized in writing by the EPWD project manager prior to commencement of additional services.

ASSUMPTIONS:

- This task will be initiated only at EPWD's express request as conveyed to NSD via email.
- NSD will develop a proposed Scope of Work and fee for requested additional services.

DELIVERABLES:

- Dependent on the task requested.

PROJECT BUDGET AND SCHEDULE

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. For the scope of services described above, we estimate that our total fee will be completed on a Time and Materials Basis Not to Exceed value of \$130,907.04. This budget estimate is based on the scope of services outlined above and is broken out per task below in Table 1 and in Exhibits B, which present 2025 billing rates by staff category. A 4% escalation on labor in Task 6 and the applicable portion of Task 7 to account for scoped work that is anticipated to occur after December 31, 2025. It is our understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement.

Table 1. Project Budget and Task Schedule

| DESCRIPTION | BEGINNING DATE | ENDING DATE | SUB TOTAL |
|---|----------------|----------------|---------------------|
| Task 1: Estuarine Habitat Area Delineation, Hydrology, and Salinity | May 2025 | July 2025 | \$23,954.00 |
| Task 2: Wetland Vegetation Development | August 2025 | September 2025 | \$34,291.00 |
| Task 3: Fish Use Monitoring Support | July 2025 | September 2025 | \$4,152.00 |
| Task 4: Wildlife Use Monitoring | April 2025 | September 2025 | \$14,523.00 |
| Task 5: Monitoring Report | October 2025 | December 2025 | \$16,824.00 |
| Task 6: Agency Coordination & Meetings | January 2026 | December 2026 | \$6,966.16 |
| Task 7: Client Coordination & Project Management | February 2025 | December 2026 | \$10,196.88 |
| Task 8: Additional Unanticipated Services | February 2025 | December 2026 | \$20,000.00 |
| PROJECT TOTAL | | | \$130,907.04 |

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

EXHIBITS B – NSD 2025 BILLING RATES AND EXPENSES

| | | Steve W (Principal Scientist) | Torrey L (Associate Principal Scientist) | Danny S (Senior Scientist) | Bob K (Senior Scientist) | Olivia V (Project Scientist) | Ginevra M (Staff Scientist) | Colin R (Project Scientist) | Ben J (Staff Scientist) | Melody M (Administrative Support) | Dawn D (Senior Admin Support) | Total Hours | Labor (Billing Rate) | Expenses | 2026 Labor Escalation | Total Cost |
|--------------------|--|----------------------------------|--|-------------------------------|-----------------------------|---------------------------------|--------------------------------|--------------------------------|----------------------------|---|-------------------------------------|----------------|-------------------------|--------------------|--------------------------|----------------------|
| Task | Task Description | \$269.00 | \$254.00 | \$225.00 | \$225.00 | \$196.00 | \$156.00 | \$196.00 | \$156.00 | \$101.00 | \$111.00 | | | | | |
| 1 | Estuarine Area Delineation, Hydrology & Salinity | | 7 | | 16 | | 31 | 52 | 16 | | | 122 | \$ 22,902.00 | \$ 1,052.00 | | \$ 23,954.00 |
| 2 | Wetland Vegetation Development | 10 | 20 | 36 | 40 | | | | 56 | | | 162 | \$ 33,606.00 | \$ 685.00 | | \$ 34,291.00 |
| 3 | Fish Use Monitoring Support | | 4 | | | | | 16 | | | | 20 | \$ 4,152.00 | | | \$ 4,152.00 |
| 4 | Wildlife Use Monitoring | | 12 | | 39 | 12 | | | | | | 63 | \$ 14,175.00 | \$ 348.00 | | \$ 14,523.00 |
| 5 | Monitoring Report | 4 | 28 | 8 | 4 | 8 | | | 28 | | | 80 | \$ 16,824.00 | | | \$ 16,824.00 |
| 6 | Agency Coordination & Meetings | | 26 | | | | | | | | | 26 | \$ 6,604.00 | \$ 98.00 | \$ 264.16 | \$ 6,966.16 |
| 7 | Client Coordination & Project Management | 3 | 30 | 2 | | | | | | 10 | 2 | 47 | \$ 10,109.00 | | \$ 87.88 | \$ 10,196.88 |
| 8 | Additional Unanticipated Services | | | | | | | | | | | | \$ 20,000.00 | | | \$ 20,000.00 |
| SubTotals | | 17 | 127 | 46 | 99 | 20 | 31 | 68 | 100 | 10 | 2 | 520 | \$ 128,372.00 | \$ 2,183.00 | \$ 352.04 | \$ 130,907.04 |
| GRAND TOTAL | | | | | | | | | | | | | | | | \$ 130,907.04 |

2025 Rate Schedule

| | STANDARD RATES |
|--|----------------|
| Classification | \$/hr |
| Senior Principal (Engineer or Scientist) | 309 |
| Principal (Engineer or Scientist) | 269 |
| Associate Principal (Engineer or Scientist) | 254 |
| Senior engineer | 229 |
| Senior scientist (biologist, ecologist, geomorphologist, hydrologist) | 225 |
| Senior planner/landscape architect | 218 |
| Project engineer | 202 |
| Project scientist (biologist, ecologist, geomorphologist, hydrologist) | 196 |
| Project planner/landscape architect | 190 |
| Staff engineer | 166 |
| Staff scientist (biologist, ecologist, geomorphologist, hydrologist) | 156 |
| Staff planner/landscape architect | 141 |
| Engineering technician | 134 |
| Scientist technician | 126 |
| Senior CAD/GIS technician | 134 |
| CAD/GIS technician | 130 |
| Field monitoring coordinator | 116 |
| Field monitoring technician | 101 |
| Senior administration support | 111 |
| Administrative support | 101 |

| Equipment | \$/day |
|---|------------|
| Advanced Total State Survey Package | 225 |
| Boat Motorized (10ft) | 100 |
| Boat Motorized (20ft) | 275 |
| Boat Motorized (36ft) | 350 |
| Differential Trimble GPS | 125 |
| Drone and Camera Package | 175 |
| Dynamic Cone Penetrometer | 80 |
| Field GPS/lpad | 30 |
| Forage Fish Sampling Equipment | 60 |
| Jet Boat | 500 |
| Laser Range Finder | 45 |
| Level Survey Unit | 60 |
| Mokai Boat | 250 |
| Multi-person Inflatable Watercraft | 200 |
| Portable Velocity Meter | 60 |
| RTK GPS System | 90 |
| RTK Survey Unit | 275 |
| RV Field Office | 150 |
| Sediment Grain Size Analysis | 100/sample |
| Single Beam Sonar | 175 |
| Single-person Inflatable Watercraft | 100 |
| Temperature Sensor | 20/month |
| Total station survey unit | 175 |
| Vibrocure Drill System | 100 |
| Water Level Recorder | 60 |
| Water Pressure/Barometric Pressure Sensor | 50/month |
| YSI Temperature Probe | 40 |

\$ 0.05

Reimbursables

Reproduction (per copy)

| | |
|----------|-------------------------|
| Mileage | at current federal rate |
| Plotting | at cost |
| Courier | at cost |
| Per diem | at Federal rate |











Natural Systems Design, Inc.-Smith Island Estuary Year 7 Monitoring-PSA-HG-SD

Final Audit Report

2025-03-24

| | |
|-----------------|---|
| Created: | 2025-03-21 |
| By: | Ashleigh Scott (AScott@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAjEe7HBd9nAJmfNQAp54gh-R_hvld0sl |

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