



Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, July 2, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: June 25, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$3,932,531.63 For The Period Ending June 14, 2025 Through June 20, 2025.

Documents:

[RES_CLAIMS PAYABLE 06.20.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,675,624.35 For The Period Ending June 14, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 13.PDF](#)

(3) Award An Increase To Overall Spend For Invitation For Bid #2022-047, Unit Price HVAC Services And Repairs, To An Estimated \$550,000 Annually.

Documents:

[HVAC REPAIRS.PDF](#)

(4) Authorize The Release Of Request For Proposal #2025-033 Drainage And Sewerline Camera Truck In The Substantially Provided Form.

Documents:

[DRAINAGE AND SEWERLINE TRUCK RFP.PDF](#)

(5) Adopt A Resolution Declaring A 2003 American LaFrance Eagle Fire Engine, J0064 Surplus And Authorizing Sale At Public Auction.

Documents:

[RES_2003 AMERICAN LAFRANCE SURPLUS.PDF](#)

(6) Accept The Everett Transit Inductive Charging Infrastructure Field Installation Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[INDUCTIVE CHARGING INFRASTRUCTURE FOR FIELD INSTALLATION COC.PDF](#)

(7) Authorize The Mayor To Sign The Temporary Disposal Easement Deed To Port Of Everett In The Form Substantially As Provided.

Documents:

[TEMPORARY DISPOSAL EASEMENT.PDF](#)

PROPOSED ACTION ITEMS:

(8) CB 2506-38 – 2nd Reading - Adopt An Ordinance Relating To Ambulance And Emergency First Aid Services, Adding A Section To Chapter 3.82 Of The Everett Municipal Code. (3rd & Final Reading 7/09/25)

Documents:

[CB 2506-38.PDF](#)

(9) CB 2506-39 – 1st Reading - Adopt The Amendment To Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010). (3rd & Final Reading 7/16/25)

Documents:

[CB 2506-39.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

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.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->.



Whereas the claims payable by check against the City of Everett for the period June 14, 2025 through June 20, 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
002	General Funds	(3,492.84)
003	Legal	161,154.14
004	Administration	6,250.00
005	Municipal Court	3,312.32
007	Human Resources	1,316.92
009	Misc Financial Funds	37,427.27
010	Finance	203.16
018	Communications, Mktg & Engag	17.50
021	Planning & Community Dev	3,017.50
024	Public Works-Engineering	4,016.15
026	Animal Shelter	35.00
031	Police	18,293.08
032	Fire	1,403.44
TOTAL GENERAL FUND		\$ 232,953.64

Fund	Department	Amount
101	Parks & Recreation	4,029.23
110	Library	61.98
112	Municipal Arts	5,522.77
120	Public Works - Streets	1,126.52
146	Property Management	3,101.14
149	Senior Center Reserve	20,833.33
152	Cum Res/Library	100.00
153	Emergency Med Svc	3,194.78
155	Capital Reserve Fund	13,944.81
156	Criminal Justice	107,920.00
162	Capital Projects Reserve	247,295.45
171	Afford/Supp Housing Slis Tax	6,750.00
303	Public Works Impr. Projects	99,889.45
336	Water & Sewer Sys Improv I	437,238.77
342	City Facilities Const.	32,084.90
354	Parks Capital Const.	230,190.70
401	Public Works-Uilities	481,243.78
402	Solid Waste Utility	2,855.99
425	Public Works-Transit	1,673,599.04
430	Everpark Garage	2,195.50
440	Golf	27,942.73
501	MVD - Trans Services	47,175.74
503	Self-Insurance	32,067.72
507	Telecommunications	1,451.52
508	Health Benefits Reserve	11,114.58
637	Police Pension	39,130.98
638	Fire Pension	57,624.67
661	Claims	67,523.40
670	Custodial Funds	42,188.51
TOTAL CLAIMS		3,932,351.63

Councilperson introducing Resolution

Passed and approved this day of , 2025

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of June 14, and checks issued June 20, 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	13,681.30	7,548.99
003	Legal	93,650.35	26,749.47
004	Administration	54,799.86	12,257.38
005	Municipal Court	85,536.03	28,125.46
007	Personnel	54,633.27	17,157.74
010	Finance	117,311.29	36,428.90
015	Information Technology	123,168.15	38,425.93
018	Communications and Marketing	21,010.11	6,699.89
021	Planning & Community Dev	134,668.51	39,985.36
024	Public Works	238,936.13	75,379.97
026	Animal Shelter	58,131.98	21,981.84
030	Emergency Management	8,322.24	2,675.65
031	Police	1,285,128.90	312,553.48
032	Fire	822,967.58	195,953.96
038	Facilities/Maintenance	104,860.17	39,115.01
101	Parks & Recreation	163,942.50	57,105.48
110	Library	112,751.53	38,653.67
112	Community Theatre	8,974.25	2,667.01
120	Street	86,485.36	28,595.59
153	Emergency Medical Services	420,425.70	95,386.24
197	CHIP	7,987.99	1,671.08
198	Community Dev Block	4,049.69	1,267.68
401	Utilities	955,008.28	344,358.35
425	Transit	558,070.09	200,174.67
440	Golf	53,914.84	18,214.34
501	Equip Rental	87,208.25	31,355.08
		<u>\$5,675,624.35</u>	<u>\$1,680,488.22</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President



City Council Agenda Item Cover Sheet

Project title: Award an increase to overall spend for Invitation for Bid #2022-047 Unit Price HVAC Services and Repairs

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 7/2/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Unit Price HVAC Services and Repairs

Partner/Supplier: D.K. Systems

Location: Citywide

Preceding action: N/A

Fund: 401 Public Works

Fiscal summary statement:

On October 26, 2022, the city issued a Notice to Proceed to D.K. Systems for Invitation for Bid (IFB) #2022-047 Unit Price Heating, Ventilation, and Air Conditioning (HVAC) Services and Repairs in an amount not exceeding \$249,999.00. In 2022, when the contract was awarded, the estimated annual value was \$200K. Unfortunately, the age and overall service hours on the various HVAC units located around the city have caused an increase in the service calls to repair and service these units to extend their service life, resulting in unforeseen required HVAC services and repairs throughout the city. The contract has exceeded the procurement policy threshold limit, requiring council authorization. Additionally, in reviewing previous years, unexpected repairs accumulated to the following.

2023 - \$204,602.31

2024 - \$485,901.27

Year-to-date spending for 2025:

- Invoiced: \$147,606.45
- Pending Project Estimate: \$220,417.41

The City's procurement policy requires the council to approve contract awards greater than \$250K. City staff requests increased spending approval to allow the city to complete services on HVAC units throughout the city. The estimated expenditure is \$550,000.00 annually.

Project summary statement:

IFB #2022-047 encompasses complete Heating, Ventilation, and Air Conditioning (HVAC) services and repairs that extend beyond scheduled or planned maintenance and repairs. Examples of required services may include service calls for repairs, repairs to existing systems, or new system installations, and urgent repair services extending beyond scheduled or planned maintenance and repair.

This contract is separate from the currently in place Everett IFB #2021-010, Heating, Ventilation, and Air Conditioning (HVAC) Maintenance & Repair Services. The IFB#2021-010 contract is for preventative maintenance and minor repairs, which are below \$10,000, resulting from scheduled inspection and maintenance of the city's HVAC systems.

Recommendation (exact action requested of Council):

Award an increase to overall spend for Invitation for Bid #2022-047, Unit Price HVAC Services and Repairs, to an estimated \$550,000 annually.



PROCUREMENT

Invitation for Bid (Unit Prices) #2022-047

Point of Contact:

Jenny Chang

Buyer

(425) 257-8904

bids@everettwa.gov

Unit Price HVAC Services and Repairs

TIMELINE - The following represents the schedule for this solicitation.

Event	Date
Issue Date	September 1, 2022
Deadline for Final Questions	September 19, 2022
Bid Due Date	September 27, 2022, 2:00 p.m. Pacific Time
Anticipated Award Date	October 2022
Anticipated Contract Start Date	October 2022
Contract Term	3 years with one (1) one-year extension option at the sole discretion of the City of Everett

Submit Sealed Bids to:

City Clerk's Office – Attention: Procurement

2930 Wetmore Ave, Suite 1A, Everett, WA 98201

Clearly label the outside of the sealed envelope containing the original bid and one complete copy with the Bid Name, Bid Number, and contact information listed above. Only Bids that arrive in the Clerk's Office by the deadline will be considered.

Information & Addenda: All Information including Addenda regarding this solicitation can be found at:

<https://everettwa.gov/2711/Everett-Procurement-Information-Contract>

Contractors are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Bid.

Questions All questions must be requested electronically utilizing the above link or e-mailed to procurement professional listed above.

Unauthorized contact regarding this Invitation for Bid with any other City of Everett employee or contractor may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Contractors should rely only on written statements issued by the individual named listed above.

SECTION 1 - INSTRUCTIONS & GENERAL CONDITIONS

PART A - INSTRUCTIONS

1.1 ON-CALL CONTRACT

The Contract to be awarded is an on-call contract pursuant to RCW 35.22.620(11).

1.2 BID SUBMITTAL

The City Clerk's Office must receive the Contractor's bid, in its entirety by 2:00 p.m. Pacific Time. Bids arriving after the deadline will be returned unopened to their senders.

All bids must be submitted on the forms provided in this document. To receive consideration for award, the bid shall be completed and signed by an authorized representative of the Contractor.

Only firm bids will be accepted. The City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No Contractor may withdraw their bid after the hour set for the opening unless the award is delayed for a period exceeding ninety (90) days. The City further reserves the right to make awards to the lowest and most responsive Contractor as deemed in the best interests of the City.

1.3 BID OPENING

At the appointed time, all bids will be opened and read aloud publicly via live streaming or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett WA 98201. The link to view live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>.

1.4 OFFER PERIOD

All bids submitted shall remain open for sixty (60) days from the receipt date. The City of Everett reserves the right to request an extension to this period.

1.5 REQUEST FOR DUE DATE EXTENSION

Contractors may request an extension of the bid due date. Contractor shall supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.6 WITHDRAWAL OF BIDS

Contractors may withdraw a bid which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Contractor must be submitted to the procurement professional named on the Invitation for Bid cover sheet.

1.7 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

If the City of Everett receives a single responsive, responsible bid, the City shall have the right to conduct a price or cost analysis on such bid. The Contractor shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

1.8 MULTIPLE BIDS

Contractors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions and specifications of this Invitation for Bid.

1.9 EVALUATION & AWARD

The City of Everett will award the bid to the responsive and responsible Contractor(s) with the lowest offer that best meets the needs of the City, or reject any and all bids.

- a. Responsive Contractor – A business entity or individual who has submitted a bid that fully conforms in all material respects to the Invitation for bid and all of its requirements, including all form and substance.
- b. Responsible Contractor – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.10 MANDATORY CONTRACTOR RESPONSIBILITY

As required by RCW 39.04.350, as amended, before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- a. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- b. Have a current state of Washington unified business identifier number (UBI);
- c. If applicable,
 - 1. have industrial insurance coverage for bidder's employees working in Washington State as required in Title 51 RCW;
 - 2. an employment security department number as required in Title 50 RCW;
 - 3. and a state excise tax registration number as required in Title 82 RCW.
- d. Not be disqualified from doing on any public works contract under RCW 39.06.010 or 39.12.065(3);
- e. Within the three-year period immediately preceding the date of this solicitation, not have been determined by a final and binding citation and notice of assessment issued by the 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.
- f. Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW.

To verify a contractor's training status or exempt status, check the [LNI Verify a Contractor website](#), using a business name or UBI number.

1.11 CERTIFIED PAYROLL

Contractors must comply with the requirements of RCW 39.12.

1.12 WAC RULE 458-20-171 (NOT USED)

1.13 BIDDING ERRORS

The City of Everett will not be responsible for any errors in Contractor bids. Contractors will not be allowed to alter bids after the deadline for bid submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in bids by the City of Everett or the Contractor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Contractors are liable for all errors or omissions contained in their bids.

After receiving bids, the City of Everett will review and check each bid for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Everett.

When, after the opening of the bids a Contractor claims an error, and requests to be relieved of award, they will be required to promptly present certified work sheets. The Procurement Professional will review the work sheets and if the Procurement Professional is convinced that an honest, mathematically excusable error or critical omission of costs has been made, the Contractor may be relieved of their bid.

1.14 EXCLUDED PARTIES

All Contractors must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.
<https://www.sam.gov>.

1.15 BUSINESS LICENSE

The successful Contractor will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett B & O Tax, when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.16 PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.17 NON-ENDORSEMENT

As a result of the selection of a Contractor to provide products or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the Contractor's product is the best or only solution. The Contractor agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.18 NO CONFIDENTIALITY

By submitting a bid, the bidding contractor understands and agrees that the bid and all the materials submitted in connection with the bid will not be treated as confidential or proprietary by the City. The City will disclose the bid and all such materials to anyone at any time and without notice to the bidding Contractor.

1.19 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this invitation become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.20 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any Contractor. The release of this Invitation for Bid does not compel the City of Everett to purchase.

1.21 COST OF PREPARING BIDS

The City of Everett is not responsible for any costs incurred by Contractors in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to bid.

1.22 PAYMENT & PERFORMANCE BONDS

Unless the Contractor receives notice otherwise from the City in writing, the Contractor will be required to make, execute, and deliver performance and payment bonds equal to Required Bond Amount with a surety company as surety. **The Required Bond Amount is \$200,000.** The Required Bond Amount may be adjusted by the City from time to time, in which case the Contractor at its sole cost and expense will obtain and provide the City new bonds or bond riders as necessary to satisfy the entire adjusted Required Bond Amount. Failure to do this is a default under the Contract.

Award is conditioned that the successful Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. The bonds shall be issued by a corporate surety acceptable to the City of Everett, licensed to do business in the State of Washington, and must be filed with the City. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington. The Performance Bond and separate Payment Bond must be on the forms provided by the City of Everett.

In the event the surety becomes unacceptable to the City of Everett during the course of the Contract, Contractor must, upon the City of Everett's written request and at Contractor's sole cost and expense, obtain payment and performance bonds from another surety acceptable to the City of Everett.

1.23 BID BOND

A bid bond is not required for this solicitation.

1.24 CONTRACT AWARD

Contract award, if any, will be made to the lowest, responsive and responsible Contractor whose bid best meets the interests of the City of Everett. The City of Everett will have no obligations until a contract is signed by both parties.

1.25 EXECUTION OF CONTRACT & NOTICE TO PROCEED

The successful Contractor will be sent a notice of Intent to Award, contract, bond forms, and instructions. The successful Contractor will sign the contract and return it along with the executed bond forms to the City of Everett according to the instructions, together with a certificate of insurance and required insurance endorsements. Upon execution and receipt of any additional required documentation or submittals from the Contractor, work orders will be issued for Work as needed. A work order will provide

the Notice to Proceed for the Work contained in the work order. Any work performed by the Contractor prior to execution of the Contract or prior to receipt of a work order is strictly at the Contractor's risk.

PART B – GENERAL CONDITIONS

1.26 RESPONSIBILITIES OF THE CONTRACTOR

- A. Notice to Proceed. The Contractor shall not start Work until receipt of a work order from the City.
- B. Safety. The Contractor shall take all necessary precautions for the safety of employees on the worksite and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- C. Correction of Defects. If during the course of the Contract, the Work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the Work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such Work until it meets the requirements of the Contract Documents.
- D. Equal Employment Opportunity. The Contractor 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. The Contractor 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.
- E. Independent Contractor. The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City.
- F. Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract.
- G. Document Ownership. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.
- H. Records. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

1.27 WARRANTY OF THE WORK

Contractor shall be responsible for correcting all defects in the Work discovered within one (1) year after the date of completion of the Work. If a longer warranty period is specified elsewhere in the Contract Documents, then that longer period applies. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the corrected Work for one (1) year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of written notice of discovery thereof by the City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the

Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. All warranties in the Contract Documents are cumulative; if warranties contained in the Contract Document are different or conflict with each other, then the most stringent on the Contractor applies.

1.28 CONTRACT CLAIMS

The Contractor shall provide written notice to City of any contract claim against the City relating to differing site conditions, protests, work orders, revision of work orders, damages, expenses, costs, extra work or anything else arising out of this Contract. To the maximum extent allowed by law, a contract claim is forever waived if such notice is not delivered to the City by the earlier of (A) the date that is thirty (30) days after the discovery of the basis of such contract claim or (B) the date that is thirty (30) days after completion of the Work at issue in the contract claim.

1.29 TERMINATION OF CONTRACT

- A. Termination for Default. The City may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations, or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor. Where the Contractor services have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the City will not release the Contractor from liability. If the City terminates this agreement for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination shall then be deemed to have been made for the convenience of the City pursuant to subsection B, Termination For Convenience, as noted below.
- B. Termination for Convenience. Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the City may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.
- (1) After termination for convenience, payment to the Contractor shall only be for Work completed through the termination date.
 - (2) To the extent not paid for in the City's payments for completed Work, the City will pay those direct costs necessarily and actually incurred by the Contractor in reasonable anticipation of performing Work required under already issued work orders.
 - (3) No claim for damages of any kind for loss of anticipated profits or consequential damages will be allowed because of termination for convenience.

1.30 INSURANCE

- A. The Contractor shall comply with the following conditions and procure and keep in force during the term of this Contract, at the Contractor's own cost and expense, the following policies of insurance 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.
 - (2) Commercial General Liability 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.
 - (3) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
- B. The above 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 thirty (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 the Contractor to furnish the required insurance during the term of this Contract.
- C. Upon written request by the City, the insurer or their 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. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Contractor shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents 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 Contract 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 of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill these requirements.
- E. The Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

1.31 PREVAILING WAGES

A. Prevailing Wage Rates & Benefit Code Key

This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. The wage rates to be paid all laborers, workers, and mechanics who perform any part of this Contract shall not be less than the prevailing wage rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers, and mechanics whether they are employed by the Contractor, subcontractors, sub-subcontractors, or any other person who performs a portion of the Work contemplated by this Contract.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Snohomish County, may be found at the following website address for the Department of Labor & Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year per RCW 35.22.620(11)(e). Accordingly, prevailing wage rates must update on each anniversary of the effective date of this Contract.

A copy of the applicable prevailing wage rates is also available for viewing at the City of Everett's Procurement Office, located at 2930 Wetmore Ave, Suite 9E, Everett, WA 98201. Upon request, the City of Everett will mail a hard copy of the applicable prevailing wages for this project.

In referencing such rates, the City does not imply or warrant that the Contractor will find labor available at those rates. It is the Contractor's sole responsibility to determine the wage rates actually paid.

B. Prevailing Wage Compliance

The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Snohomish County.

The Contractor shall post the Prevailing Rate of Wage Statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

- (1) The Contractor's registration certificate number; and
- (2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification.

C. Intents and Affidavits

This project is considered a public work that requires each and every contractor, sub-contractor and lower tier contractors ("Contractors") working on the Project file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) forms. Contractors are responsible for filing all forms with Department of Labor and Industries (L&I) and are responsible for paying all filing fees. These forms are required regardless of the dollar amount.

The Intent form is filed immediately after the contract is awarded and before work begins, if possible. The City shall not make any payments until Contractors have submitted an Intent form that has been approved by L&I.

Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the Contract per RCW 35.22.620(11)(e).

Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid are to be filed electronically with the Department of Labor and Industries. Information can be found at: <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/>

1.33 SUBCONTRACTOR RESPONSIBILITY

The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of the execution of any subcontract, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria by requiring each subcontractor to:

- a. Provide a current certificate of registration in compliance with chapter 18.27 RCW, as amended, which must be in effect at the time of bid submittal;

- b. Provide a current Washington Unified Business Identifier (UBI) number;
- c. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
- d. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
- e. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
- f. Provide an electrical contractor license, if required by Chapter 19.28 RCW;
- g. Provide an elevator contractor license, if required by Chapter 70.87 RCW; and
- h. Provide a signed certification that the subcontractor is not disqualified from doing any public works contract under RCW 39.06.010 or 39.12.065(3).

1.34 PAYMENT

RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the moneys earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

The Awarded Contractor will complete and furnish to the City a retainage bond in a form provided by the City or retainage will be withheld. Retained funds are held until released by the City upon compliance with all other City, State and Federal requirements. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor. The City will issue payment on the retainage amount forty-five (45) days after the City has accepted the work order as complete or upon receipt of all necessary releases, whichever is later.

Travel charges to and from the job site will not be allowed.

All invoices must list work order number and are to be submitted to:

City of Everett-Accounts Payable
PO Box 12130,
Everett WA 98201
or email to: accountspayable@everettwa.gov

1.35 MISCELLANEOUS

- A. Any waiver by the City or the breach of any provision of this Contract by the Contractor will not operate, or be construed, as a waiver of any subsequent breach by the Contractor or prevent the City from thereafter enforcing any such provisions.
- B. This Contract may not be assigned by the Contractor without the written consent of the City, which consent may be withheld in the City's sole discretion.
- C. This Contract contains the complete and integrated understanding and Contract between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

- D. Unless otherwise directed in writing by the City's Procurement Professional, notices to the City must be in writing and shall be delivered to the City's Procurement Professional by registered or certified mail, postage prepaid, or delivered by hand. Notices to the Contractor may be delivered to the Contractor by mail or email to the address for Contractor on Form 3.01 or to any other address reasonably calculated to give the Contractor notice.
- E. This Contract may only be modified by a written amendment executed in accordance with the Contract.
- F. If any part of this Contract 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 Contract shall remain in full force and effect.
- G. Exclusive venue for any lawsuit arising out of this Contract shall be in the Superior Court of Snohomish County, Washington. 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 Contract.

SECTION 2 – SPECIFICATIONS

2.1 INTENT

The City of Everett is seeking a contractor to provide Heating, Ventilation, and Air Conditioning (HVAC) services extending beyond scheduled or planned maintenance and repair.

All requests and activities are limited to work that is unplanned and has no set budget.

Examples of required services may include service calls for repairs, repairs to existing systems or new systems installs, and urgent repair services extending beyond scheduled or planned maintenance and repair.

This contract is separate from Everett contract number 2021-010 Heating, Ventilation, and Air Conditioning (HVAC) Maintenance & Repair Services currently in place. The 2021 contract is for preventative maintenance and minor repairs, below \$10,000, resulting from scheduled inspection and maintenance of the city's HVAC systems.

The estimated annual contract value is \$200,000.00.

2.2 INTENT OF SPECIFICATIONS

The apparent silence or omission in the specifications as to any detail of the work to be done or materials to be furnished means that the best general practice shall prevail and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.

2.3 SCOPE OF WORK – SERVICE CALLS AND REPAIRS

This scope of work addresses service calls and repairs. This may be when the city has been notified of a problem or a malfunction of an existing unit that needs to be examined or diagnosed. The Contractor may either address and repair the issue on-site or provide an expert recommendation for repair.

The locations of work are listed in Section 2.7. The services required may include but are **not limited to** the following tasks:

1. Repair or replacement of components made necessary because of electrical power failure, low voltage conditions, fault currents, low or high-water pressures, or freezing weather.
2. Repair or replacement of motor starting equipment and interconnecting power wiring.
3. Repairs required because of problems caused by the failure, maladjustment, or deficiencies in other equipment.
4. Repair or replacement of communication-related systems and devices that may be interconnected with the equipment.
5. Replacement of an unexpected and unbudgeted failed HVAC building system and all parts and assemblies associated with the HVAC system.
6. Replacing large components of an HVAC system that may require the dismantling of the equipment.

Parts requiring repair shall be rebuilt to "as new" condition. No parts or equipment covered under this contract may be permanently removed from the job site without written approval by the City Project Manager or designee.

2.4 SCOPE OF WORK – URGENT REPAIRS

Urgent repairs may be considered a system failure or a serious safety hazard that affects a portion of the building with the potential of shutting down or a system failure that significantly affects the working environment of the building.

When urgent HVAC service is required at any time for the City of Everett, the contractor must be able to respond to a call out within four (4) hours. If the awarded contractor is unable to respond to the urgent call for HVAC service, the city reserves the right to contract the work with another qualified contractor.

In a documented emergency, the City will comply with the city's Standard Procurement Policy & Federal Emergency Contracting Policy and reserves the right to contract emergency work with another qualified contractor.

2.5 ESTIMATES

For any repairs, the Contractor must provide a written estimate for City approval prior to commencing any work. The estimate must include the scope of work, reason for performing the work, estimated labor hours, parts, and material costs, and schedule. No work shall be performed without a separate repair order issued by the City. The City reserves the right to do a separate solicitation for the repair work.

No additional costs will be allowed unless, during the work, something that could not have been reasonably known when creating the quote is discovered.

If the City requires the Contractor to respond outside the normal working hours, the city will pay the Contractor's hourly overtime rate per Form 3.02 Price Sheet.

2.6 EQUIPMENT AND COMPONENTS

The City will not provide any equipment or tools to the contractor.

All equipment used for this work must be equipped and marked to meet all rules and regulations of the State of Washington and the personnel must be trained and qualified as may be required by the State of Washington Department of Labor and Industries' Rules and Regulations. All work and equipment must meet all requirements of the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA).

All equipment and tools, including all safety equipment, supplied by the Contractor shall be in good mechanical condition conforming to all Washington State safety laws. Any equipment deemed a safety hazard to the City shall be either repaired or removed from performing City work. The assigned Project Manager will inspect contract equipment as deemed necessary.

The City shall not be charged for the time on any equipment while it is broken down or in an unsafe working condition or any crew time lost because of equipment down time.

In performing the indicated work, Contractor agrees to provide components recommended by the equipment manufacturer for replacement or repair, and to use lubricants obtained from or recommended by the manufacturer of the equipment.

Consumables or components will be the expense and responsibility of the contractor. Certain additional components may be necessary for the performance of this contract and the cost of these additional components will be passed on to the City as a discount off price list percentage.

If any consumables or components require shipping or delivery expenses, the City will reimburse the actual costs. The contractor must provide documentation of delivery cost with each invoice. If the

shipping or delivery are for components more than what the City ordered, the Contractor must provide reasonable judgement as to how much the City must be billed. No mark-ups on the delivery costs are allowed or will be reimbursed.

2.7 **LOCATIONS OF WORK**

All facilities are located in Everett, WA, with the exception of the Water Filtration Plant, which is near Monroe, WA.

- Exhibit A identifies the City of Everett limits where services will be required.
- Exhibit B identifies the service center facilities at 3200 Cedar Street.

The locations of work requiring services include, but are not limited to the following City facilities:

FACILITY NAME	ADDRESS
Animal Shelter	2732 36th Street
Everett Municipal Building	2930 Wetmore Avenue
Everett Station	3201 Smith Avenue
Fire Administration Building	2801 Oakes Avenue
Fire Training	2811 Oakes Avenue
Fire Station #1	3619 Rucker Avenue
Fire Station #2	2201 16 th Street
Fire Station #4	5920 Glenwood Avenue
Fire Station #5	6817 Beverly Boulevard
Fire Station #6	9520 Evergreen Way
Fire Station #7	11221 Silverlake Road
Forest Park Administration, Building 100	802 E Mukilteo Boulevard
Forest Park Floral Hall, Building 205	802 E Mukilteo Boulevard
Forest Park Admin Annex, Building 101	802 E Mukilteo Boulevard
Forest Park Modular, Building 165	802 E Mukilteo Boulevard
Forest Park Swim Center, Building 200	802 E Mukilteo Boulevard
Kasch Park Maintenance Office, Building 500	8811 Airport Road
Kasch Park Recreation Office, Building 102	8811 Airport Road
Legion Memorial Golf Course, Building 202	144 W Marine View Drive
Legion Memorial Park Greenhouse, Building 115	145 Alverson Boulevard

Legion Memorial Park Modular, Building 105	145 Alverson Boulevard
Legion Memorial Park Maintenance, Building 100	145 Alverson Boulevard
Everett Main Library	2702 Hoyt Avenue
Everett South Library	9512 Evergreen Way
Municipal Court	3028 Wetmore Avenue
Performing Arts Theater	2710 Wetmore Avenue
Second Stage, Cope Gillette Theater	2730 Wetmore Avenue
Police Headquarters	3002 Wetmore Avenue
Police South Precinct	1121 SE Everett Mall Way
Senior Center	3025 Lombard Avenue
Service Center, Building 1	3200 Cedar Street
Service Center, Building 2	3200 Cedar Street
Service Center #2A	3200 Cedar Street
Service Center #2B	3200 Cedar Street
Service Center, Building 4	3200 Cedar Street
Service Center Annex #5, Facilities Building	3127 Cedar Street
Service Center Annex 1	3101 Cedar Street
Service Center #2 MVD	3200 Cedar Street
College Station Transfer Center	2200 Tower Street
Mall Station Transfer Center	1330 SE Everett Mall Way
Transit Maintenance	3225 Cedar Street
Transit Operations	3225 Cedar Street
Walter E Hall Golf Course	1226 W Casino Rd
Water Pollution Control Facility (WPCF) Administration Building	4027 4th St SE
WPCF Industrial Pre-Treatment Building	4027 4th St SE
WPCF Maintenance Building	4027 4th St SE
WPCF Operations Building	4027 4th St SE
Water Filtration Plant	6133 Lake Chaplain Road, Monroe

Culmback Building	3015 Colby Avenue
Police Property Room	2722 Colby Avenue

2.8 CHANGE ORDERS

During a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by change orders, or the work may be accomplished under a time and materials work order.

2.9 CONTRACTOR RESPONSIBILITIES

Contractor will:

- Be able to respond to “request for services” and arrive on-site within one (1) business day of notification by City.
- Provide a contact person for requests for service outside of normal business hours (6 a.m. – 5 p.m.).
- Advise City of Everett Project Manager or designee of any HVAC damage beyond that reported to the contractor by City immediately.
- Notify City prior to implementing any changes caused by perceived violations.
- Legally dispose of all removed parts such as lubrication, metals, and associated packaging, leaving the site as clean or cleaner than found on arrival.
- Repair any damage caused by the contractor or subcontractors to City-owned property.
- Keep the premises free of waste materials, rubbish, scrap materials, unused tools, and equipment. At the completion of each site, ensure that all installation debris is removed.

2.10 CITY OF EVERETT RESPONSIBILITIES

The City of Everett will:

- Notify the contract of specific unplanned and unbudgeted requests for HVAC repairs.
- Provide access to all locations.
- Notify other City operations of planned work.

2.11 CONTRACTOR WORK HOURS

Work hours will be determined by the City and the contractor based on the type and critical nature of the work. Generally, work hours are eight (8) hours per day, Monday through Friday, exclusive of City legal holidays, unless requested by the Project Manager. In the event the City desires to work at times other than those specified herein, or on City legal holidays, the City will notify the contractor prior to the start of the work. City legal holidays are as follows: New Year’s Day, President’s Day, Martin Luther King JR’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

2.12 CITY EXPECTATIONS

The contractor agrees all work shall be performed by and under the supervision of properly licensed, skilled, experienced, mechanical, and electrical repair persons directly employed and supervised by the Contractor.

The contractor is responsible for properly estimating the cost of performing the services required to meet all federal, state, and local building, electrical, refrigeration, and indoor air quality standards and code requirements.

If the City determines that the contractor's HVAC service is not meeting expectations, the City will communicate its concerns to the contractor with the expectation that the contractor will address and correct any performance discrepancies within twenty-four (24) hours.

A service discrepancy or non-performance may include but is not limited to a missed or no-show scheduled service, late service visit, not reporting damage within the Contractor's control, and not performing or completing the scope of service tasks as expected.

Three (3) documented non-performance issues may result in City taking one or more of the following measures:

1. Written documentation of the discrepancy and action needed within twenty-four (24) hours of notification by email.
2. City may dispatch a third-party contractor to perform or otherwise resolve any unacceptable scope of service or task. The awarded contractor would be responsible for any costs incurred to resolve the documented issues performed by a third-party contractor or the City.
3. As a last resort, the City may terminate the contract with a 30-day notice.

2.13 PROTECTION OF PROPERTY, SAFETY PROCEDURES, AND CONTRACTOR CONDUCT

The work described in Section Two shall be done with the least inconvenience to the City. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Project Manager or site designee.

All personnel assigned by the contractor to perform work as defined by this solicitation, at any City Facility, must be authorized employees of the contractor, who are in compliance with all state labor laws, properly trained and experienced in the services being performed and equipped with all necessary safety personal protective equipment (PPE).

The contractor will be directly responsible for the supervision and conduct of all personnel assigned to this contract. The contractor will be held responsible for any damages caused by the contractor's service personnel.

All Contractor's service personnel must always conduct themselves in a professional manner. Guests or unauthorized persons not part of the contractor's service staff must never accompany contractor service personnel. While conducting maintenance activities for City of Everett, Contractor's service staff will not utilize fixed or portable audio devices, such as radios with exterior speakers.

The contractor will be responsible for all actions by their service personnel. In the event of a complaint, it will be the contractor's responsibility to take whatever steps necessary to satisfy the complaint including and not limited to any damage which may have resulted from the contractor's service personnel and to

protect the interest of City of Everett. Contractor working in or around the buildings specified in this contract shall wear distinctive uniforms identifying the name of their employer.

2.14 QUALITY AND WORKMANSHIP

The City takes pride, ownership, and responsibility in the appearance and upkeep of all its owned and managed properties.

All work shall be performed in a professional manner and shall conform to applicable standards related to the work being performed. The contractor will notify and alert the City Project Manager, or designee, of any deficiencies or damage, which in the professional opinion of the contractor may need attention.

2.15 COVID-19 REQUIREMENTS

The Contractor shall be in compliance at all times with all governmental laws, regulations, requirements, and orders relating to COVID-19 applicable to the services provided, including without limitation OSHA, L&I, or other safety rules relating to COVID-19 and COVID-19 gubernatorial proclamations and orders. These laws, regulations, requirements, and orders are referred to as "COVID-19 Requirements."

The Contractor's bid includes all costs necessary for the duration of the Contract for compliance with COVID-19 Requirements. The Contractor's bid takes into account that COVID-19 Requirements may create direct and indirect costs, including inefficiency and delay.

Contractor shall have no entitlement to an adjustment or other increase to the Contract Price for any direct or indirect costs (including without limitation delay, cumulative impact, inefficiency, or ripple costs) incurred by the Contractor to comply with COVID-19 Requirements.

2.16 PRICING ADJUSTMENTS

Price Increases. Unit prices for line items in Form 3.02 will not increase during the initial twelve (12) months of the three-year contract term. After the initial twelve (12) months, the Contractor may request increases to unit prices no more than once every six (6) months in conjunction with the Prevailing wage updates <https://secure.lni.wa.gov/wagelookup/RatesPublication.aspx>.

Requests for unit price changes must be submitted in writing to the Procurement Division no later than thirty (30) days before the proposed unit price increase is to take effect. Unit price increases are strictly limited to: (A) increases in unit prices caused by increases in prevailing wage rates issued by the Department of Labor & Industries, or (B) increases in unit prices caused by increases in materials pricing.

As part of its request for a unit price change, the Contractor shall supply documentation reasonably satisfactory to the City demonstrating such increases in prevailing wages or materials pricing. The City will evaluate the Contractor's submitted documentation:

- A. If the City reasonably determines that the submitted documentation supports the requested unit price increase, then the City may elect either of the following:
 - (1) Provide written notice to the Contractor that the City accepts the requested unit price change, in which case the Contract is deemed amended to include requested unit price change as of the date of the notice. The City may require an adjustment to the Required Bond Amount.
 - (2) Provide written notice to the Contractor that the City rejects the requested unit price change, in which case the line item for such rejected unit price increase is deemed deleted from the Contract as of the date of the notice. The City and Contractor may later agree in writing to reinstate in the Contract the line item at the unadjusted unit price. In no event is the Contractor

entitled to any compensation whatsoever arising from City rejection of the Contractor's requested unit price increase and the resulting deletion of the line item from the Contract.

- B. If the City reasonably determines that the submitted documentation does not support the requested unit price increase, then the City will give notice thereof to the Contractor, in which case the Contractor remains obligated to perform the Work at the unadjusted unit price.

Pricing Decreases. All unit price reductions for materials at the manufacturer's or distributor's level shall be reflected in a reduction of the unit price(s) to the City retroactive to the effective date of the price reductions.

SECTION 3 – BID SUBMITTAL REQUIREMENTS

3.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a bid which must demonstrate an understanding of the bid requirements as stated throughout this Invitation for Bid.

The forms listed below must be returned by the bid due date and time to the designated location referenced the cover sheet. Not submitting these forms by the due date and time may deem your bid as non-responsive.

1. **Form 3.01 – Contractor Commitment and Information**
2. **Form 3.02 – Price Sheet**
3. **Form 3.03 – Certification of Compliance with Wage Payment Statutes**
4. **Form 3.04 – Minority Women Disadvantaged Business Enterprise (MWD BE) Affidavit**
5. **Form 3.05 – Certificate of Non-Debarment/Suspension**
6. **Form 3.06 – Contractor References**

Sealed Bid Submissions must be submitted in a SEALED ENVELOPE using the optional Bid Opening Label (below) or clearly marked with the Bid Number and Title to the City of Everett no later than the bid due date and time.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 EVERETT WASHINGTON
	City Clerk's Office Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201
	IFB Number: 2022-047
	IFB Title: Unit Price HVAC Services and Repairs
	Procurement Professional: Jenny Chang
	Supplier:
U R G E N T	

NOTE TO CONTRACTORS: Effective July 1, 2019: In accordance with the revised responsible Contractor criteria in [RCW 39.04.350](#), all businesses are required to have training before contract award on public works projects. Note: this applies to all public works projects that start on or after July 1, 2019. If you have questions or need assistance, please contact the Department of Labor & Industries.

FORM 3.01 CONTRACTOR COMMITMENT AND INFORMATION
INVITATION FOR BID #2022-047 UNIT PRICE HVAC SERVICES AND REPAIRS

Company Name:			
Company Address:			
City:		State:	ZIP:
Federal Tax ID #:	UBI#:	Contractor's License #	
Legal status of Contractor organization: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture			
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:			
Employment Security #		City of Everett Business License #	
Contractor Contact Name (if different from Authorizing Official):		Contractor Contact Title:	
Contractor Contact Email:		Contractor Contact Direct Phone:	
Contractor Contact Address (If different from above):			
City:		State:	ZIP:
<p>By responding to this solicitation, the Contractor understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Contractor acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Contractor.</p> <p>The Contractor also certifies that:</p> <ul style="list-style-type: none"> I am authorized to commit my firm to this bid and that the information herein is valid for 60 days from this date. That all information presented herein is accurate and complete and that the specifications can be performed as presented in this bid upon the City's request. That I have had an opportunity to ask questions regarding this bid and that those questions have been answered. That this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid and is in all respects fair and without collusion or fraud <p>This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature, or any other form of signature. By submitting this, the bidder agrees that its signature will have the same legal effect as an original ink signature.</p>			
Authorizing Official Name:		Authorizing Official Title:	
Authorizing Official Email:		Authorizing Official Phone:	
Authorizing Official Signature & Date:			

**FORM 3.02 PRICE SHEET
INVITATION FOR BID #2022-047
UNIT PRICE HVAC SERVICES AND REPAIRS**

Contractor Name:

Bids for goods or services other than those specified will not be considered unless authorized by the solicitation. If there is a conflict between the unit price and the extended price, the unit price shall govern. The award will be made to the lowest responsive and responsible bidder, for the items the city awards. Prices must be rounded to the nearest two (2) decimal places.

Bid prices shall include everything necessary for the successful completion of the work including, but not limited to, providing the materials, equipment, tools, supplies, components, management, superintendence, labor, and any applicable testing services.

Having carefully examined the specifications prepared by the City of Everett and having familiarized ourselves with the premises and conditions affecting the work, the contractor agrees to perform all work required for the following:

*Note: Quantities below are current estimates for award purposes only. Actual purchase quantities may vary.

<u>CATEGORY 1 – REQUIRED PERSONNEL</u>					
#	Description per Section 2 Specifications, unless otherwise noted	Unit of Measure	Unit Price	Estimated Annual Quantity*	Extended Price
1	Plumbers & Pipefitters – Standard Time	HOUR	\$	90	\$
2	Plumbers & Pipefitters – Overtime	HOUR	\$	10	\$
3	Refrigeration & Air Conditioning Mechanics – Standard Time	HOUR	\$	90	\$
4	Refrigeration & Air Conditioning Mechanics – Overtime	HOUR	\$	10	\$
5	Sheet Metal Workers – Standard Time	HOUR	\$	125	\$
6	Sheet Metal Workers – Overtime	HOUR	\$	15	\$
Category 1 – Subtotal:					\$

CATEGORY 2 – ADDITIONAL COMPONENTS – DISCOUNT OFF PRICE LIST

*For award purposes: Estimated Value – (Estimated Value * Discount Off %) = Total*

#	Description per Section 2.6 unless otherwise noted	Estimated Value	Discount Off Price List %	Total
1	Additional Components	\$10,000	%	\$
Category 2 – Subtotal:				\$

Category #	Category Description	Subtotal
1	Required Personnel	\$
2	Additional Components – Discount Off Price List	\$
Categories 1-2, Subtotal:		\$
9.9% Sales Tax:		\$
Total used for award:		\$
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?		
Yes <input type="checkbox"/> No <input type="checkbox"/>		



FORM 3.03 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
INVITATION FOR BID #2022-047
UNIT PRICE HVAC SERVICES AND REPAIRS

The Contractor hereby certifies that, within the three-year period immediately preceding the solicitation due date (September 27, 2022), the Contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Contractor’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

FORM 3.04 MINORITY WOMAN DISADVANTAGED BUSINESS ENTERPRISE (MWDBE)
AFFIDAVIT
INVITATION FOR BID #2022-047
UNIT PRICE HVAC SERVICES AND REPAIRS

Contractor Name:

RCW 35.22.650 requires the following of the Contractor:

"Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. **The contractor shall be required to submit evidence of compliance with this section as part of the bid.**"

As used here, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

1. List all minority businesses from which bids or quotes for goods or services on this project have been solicited:

Name of Minority Business	Address	Goods or Services Involved

If Contractor did not solicit from minority businesses because Contractor on this project will not subcontract any goods or services to any subcontractor or supplier, then Contractor must write "No subcontractors or suppliers" in the above table.

2. Estimate the percentage of goods and services on this project that will be subcontracted to minority businesses: _____
3. Bidder certifies that it actively solicits employment of minority group members. Estimate the percentage of your force on this project that will be made up of minority group members:

FAILURE TO FILL OUT COMPLETELY AND SIGN THIS CERTIFICATION WILL CAUSE REJECTION OF BID.

I CERTIFY THAT THE ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Authorizing Official Signature: _____ Date: _____

**FORM 3.05 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
INVITATION FOR BID #2022-047
UNIT PRICE HVAC SERVICES AND REPAIRS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH THE ORIGINAL BID PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

FORM 3.06 CONTRACTOR REFERENCES
INVITATION FOR BID #2022-047
UNIT PRICE HVAC SERVICES AND REPAIRS

Contractor must provide a minimum of two (2) completed relevant project experiences within the past five (5) years that demonstrate successful contract performance similar in size and scope as described in this solicitation:

1. Contact: _____
 Company Name: _____
 Address: _____
 Phone No.: _____
 Date and describe the project: _____

2. Contact: _____
 Company Name: _____
 Address: _____
 Phone No.: _____
 Date and describe the project: _____

3. Contact: _____
 Company Name: _____
 Address: _____
 Phone No.: _____
 Date and describe the project: _____

SECTION 4 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

Building Management System (BMS): an energy management system relating to the overall operation of the building in which it is installed. It often has additional capabilities, such as equipment monitoring, protection of equipment against power failure, and building security. It may also be a direct digital control (DDC) system (programmable computer or microprocessor equipment executing the HVAC system operation) where the mode of control uses digital outputs to control processes or elements directly.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

Inspection: assess the condition of the equipment and components. Inspection is used to establish and determine if corrective action is required for the equipment to perform within an acceptable operation.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Maintenance: work performed to preserve equipment performance and condition.

Must: see “Shall”.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

Overtime: as defined by Washington State Department of Labor and Industries, [overtime](#) is all hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half times the hourly rate of wage.

On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Plumbers & Pipefitters: as defined by [WAC 296-127-01364](#).

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see "Supplier".

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor's primary point of contact and acts as the agency's representative in charge of work at the site.

Proposer: see "Supplier".

RCW: Revised Code of Washington.

Recipient: see "City".

Refrigeration & Air Conditioning Mechanics: as defined by [WAC 296-127-01367](#).

Service Calls: considered unanticipated repairs. Service calls cover activities that are not specifically planned and have no set budget.

Shall or Must: the terms "shall" or "must" are used whenever a specification expresses a requirement by either the City or the Supplier.

Sheet Metal Workers: as defined by [WAC 296-127-01372](#).

Standard Time: the hourly rate must not be less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WFP: Water Filtration Plant located in the city of Monroe, Washington.

WISHA: Washington Industrial Safety and Health Act of 1973.

WPCF: Water Pollution Control Facility located in the city of Everett, Washington.



**CITY OF EVERETT, WASHINGTON
ON-CALL CONTRACT #2022-047**

THIS ON-CALL CONTRACT is made and entered into this _____ day of _____, 20____ (the “Effective Date”), by and between the City of Everett, a Washington municipal corporation (the “City”), and _____(the “Contractor”).

In consideration of the sums to be paid to it by the City, the Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to build and construct in accordance with the Contract Documents the work, improvements, and appurtenances set forth in the Invitation for Bid entitled:

UNIT PRICE HVAC SERVICES AND REPAIRS

The work, improvements, and appurtenances set forth in such Invitation for Bid is referred to herein as either the “Work” or the “Project.”

1. Contract Documents. The following documents (“Contract Documents”) are incorporated by reference and are hereby made a part of this Contract:

A. Invitation for Bid and addenda thereto, including without limitation Instructions, General Conditions, Specifications, Contractor Commitment and Information, Price Sheet, Certification of Compliance, MWDBE Affidavit, Contractor References, and any other document included in the Invitation for Bid.

B. Contract Amendments (if any)

C. Work Orders; and

D. All provisions required by law.

If a work order is issued by purchase order, the purchase order is a Contract Document as a work order, but such purchase order’s pre-printed terms and conditions are not part of the Contract.

If there is any inconsistency in the parts of the Contract Documents, then the most stringent on the Contractor applies, unless the City’s authorized representative determines otherwise in writing. The Work required in one part must be furnished even if not mentioned in other parts of the Contract. These parts complement each other in describing the Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

This Contract is an on-call contract under RCW 35.22.620(11), and the Contract Documents will be interpreted and applied so that the City and Contractor are in compliance with that statute.

2. Contract Term. In compliance with RCW 35.22.620(c), the term of this Contract is three (3) years starting on the Effective Date. The City has an option to extend the Contract Term by one (1)

year. The City may exercise this option by deliver of a written notice no later than the end of the Contract Term.

3. Work Orders.

- (a) Work Orders for Work. During the Contract Term, the City will issue work orders to the Contractor for items of Work. A work order will operate as notice to proceed only for the Work specified in the work order. The Contractor will not undertake any Work that is not specified in a work order. In addition to specifying the Work to be completed, a work order will state the amount to be paid for the Work specified in the work order, which will be based on the unit prices in Form 3.02 or as such unit prices may be adjusted elsewhere in the Contract Documents. A work order will state a reasonable number of days allowed for completion of the Work specified in the work order. Upon receipt of the work order, the Contractor will begin the Work specified in the work order and shall complete such Work within the number of days stated in the work order.
- (b) Revised Work Orders. After issuance of a work order for Work, the City reserves the right at any time to issue one or more revised work orders, changing the Work under that work order. Revised work orders may result in an increase or decrease in compensation paid to the Contractor or in the time allowed for the Contractor to do the Work. These changes will be shown in the revised work orders. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as changed by the revised work orders. The Contractor shall not proceed with a change to the Work without a revised work order or other written directive from the City.
- (c) No Guarantee by City as to Amount or Combination of Work. The City does not guarantee any specific amount of Work will be given to Contractor under this Contract. Issuance of work orders is at the City's sole discretion. The City reserves the right to issue no work orders at all. The City also does not guarantee that work orders will combine Work in ways that are advantageous to the Contractor. The City reserves the right to issue work orders on a piecemeal basis, issuing multiple work orders with single Work items. Such piecemealing does not affect the unit prices and does not affect the Contractor's obligation to complete the Work as set forth in such work orders.
- (d) Unit Prices Fixed Regardless of Number of Units Ordered. The line item unit prices in Form 3.02 are fixed regardless of the number of line items actually ordered by the City. Adjustments to unit prices are governed solely by Section 2.16, Pricing Adjustments. The estimated quantities of line items in Form 3.02 are only for bidding convenience and actual quantities ordered by the City may vary from such estimates.

4. Compensation. The basis for payment to the Contractor will be the actual amount of Work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. Although the City will pay the Contractor for all Work completed in accordance with the Contract, this Contract guarantees no specific amount of Work, as the amount of Work under this Contract is dependent on the City issuance of work orders, which is at the City's sole discretion. In no event shall the total amount paid Contractor exceed the amounts calculated by the unit prices in Form 3.02 (or as such unit prices may be adjusted elsewhere in the Contract Documents) for completed Work. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to ensure to comply with RCW Chapter 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. Disadvantaged Business Enterprises. Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees and

agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents or third persons in such suit. The Contractor's obligations under this Section 8 shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this Section 8 shall apply only to the extent allowed by RCW 4.24.115. The City shall give Contractor reasonable notice of such claim. The City retains the right to approve claims investigation and counsel assigned to said claim and all investigation and legal work regarding said claim shall be performed under a fiduciary relationship to the City.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

10. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's initials hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill this indemnity. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

11. Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

12. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal

accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

13. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

14. Effective Date. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

APPROVED AS TO FORM:
City Attorney Date:
CITY OF EVERETT, WASHINGTON
Cassie Franklin, Mayor Date:
ATTEST:
City Clerk Date:

CONTRACTOR
[Contractor's Complete Legal Name]
By:
Typed/Printed Name:
Its (Title):
Date

PERFORMANCE BOND

Bond No.: _____

The City of Everett has awarded to _____ (Principal), a contract for the construction of the project designated as Unit Price HVAC Services and Repairs, Bid No. 2022-047, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of _____ US Dollars (\$ _____), which is the Required Bond Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Name, address, and telephone number of local office/agent of Surety is:

--

PERFORMANCE BOND APPROVED BY
CITY OF EVERETT, WASHINGTON

ATTEST:

APPROVED AS TO FORM:

By: _____

Cassie Franklin, Mayor

City Clerk

City Attorney

Date: _____

Date: _____

Date: _____

PAYMENT BOND

Bond No. _____

The City of Everett has awarded to _____ (Principal), a contract for the construction of the project designated as Unit Price HVAC Services and Repairs, Bid No. 2022-047, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of _____ US Dollars (\$ _____), which is the Required Bond Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work and shall pay the taxes, increases, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Name, address, and telephone number of local office/agent of Surety is:

PAYMENT BOND APPROVED BY
CITY OF EVERETT, WASHINGTON

ATTEST:

APPROVED AS TO FORM:

By: _____

Cassie Franklin, Mayor

City Clerk

City Attorney

Date: _____

Date: _____

Date: _____

RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that _____, a corporation organized under the laws of the State of _____, and registered to do business in the State of Washington as a contractor, as Principal, and _____, a corporation organized under the laws of the State of _____ and registered to transact business in the State of Washington as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of _____ Dollars (\$ _____) plus five (5%) percent of any increases that may occur under the Contract (as defined below), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, the Principal executed a contract (the "Contract") with the City known as:

CONTRACT NUMBER: 2022-047

PROJECT NAME: UNIT PRICE HVAC SERVICES AND REPAIRS

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds";

WHEREAS, the Principal requested that the City accept a retainage bond and release earned retained funds to Principal, as allowed under RCW Chapter 60.28; and

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period, if any, provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Chapter 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect

to increases in the Contract price by change order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to 5% of Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Chapter 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

SIGNED AND SEALED THIS _____ of _____, 202__.

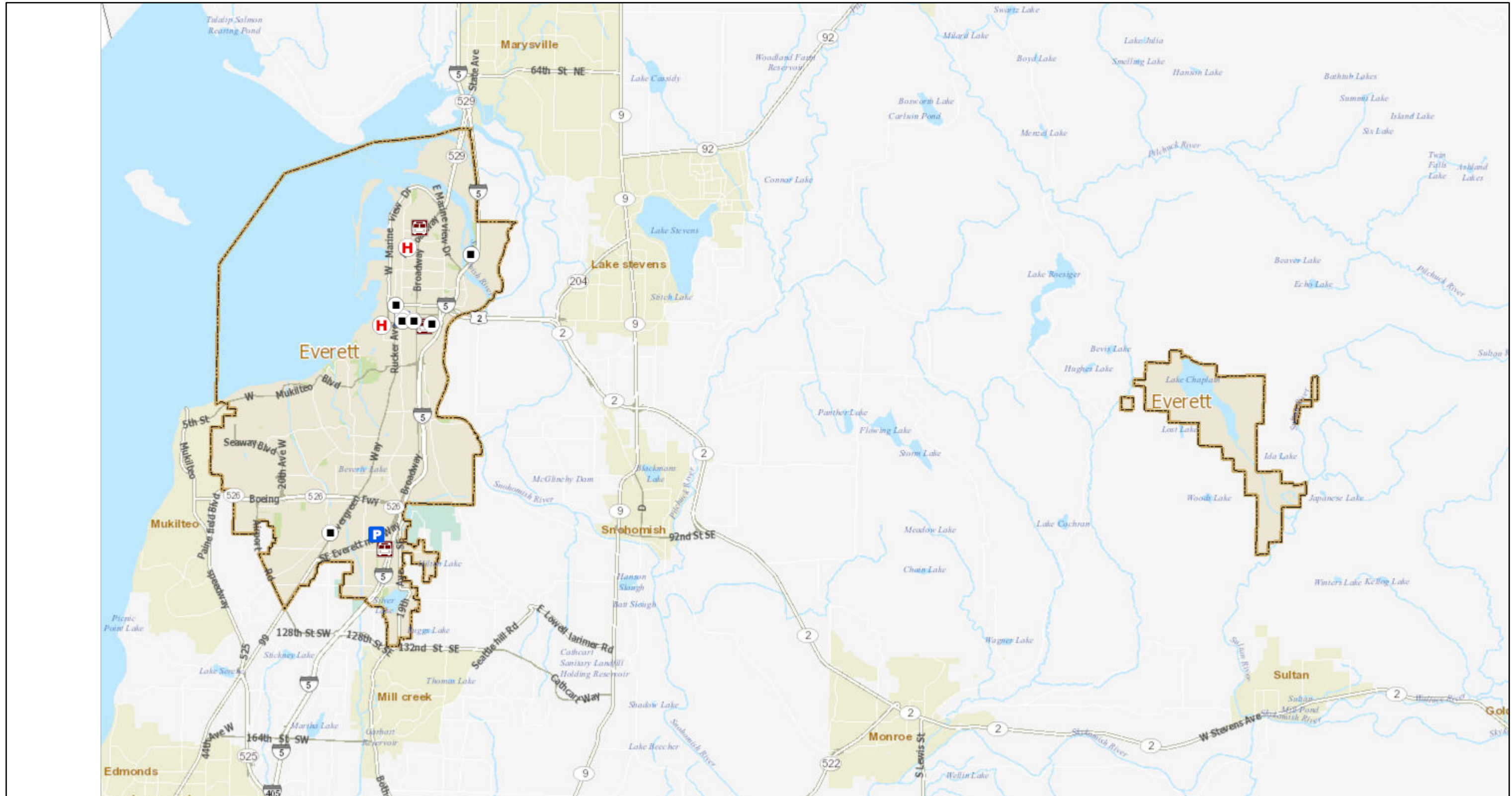
<hr/> Surety By: _____ Typed/Printed Name: _____ Title: _____	<hr/> Principal By: _____ Typed/Printed Name: _____ Title: _____
---	--

RETAINAGE BOND ACCEPTED BY:





CITY OF EVERETT _____ Cassie Franklin, Mayor	
ATTEST: _____ City Clerk	APPROVED AS TO FORM:

EXHIBIT A

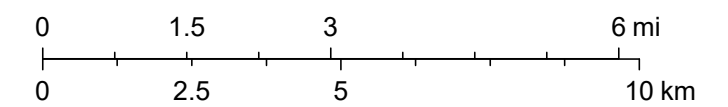
Map Everett



8/25/2022, 1:49:18 PM

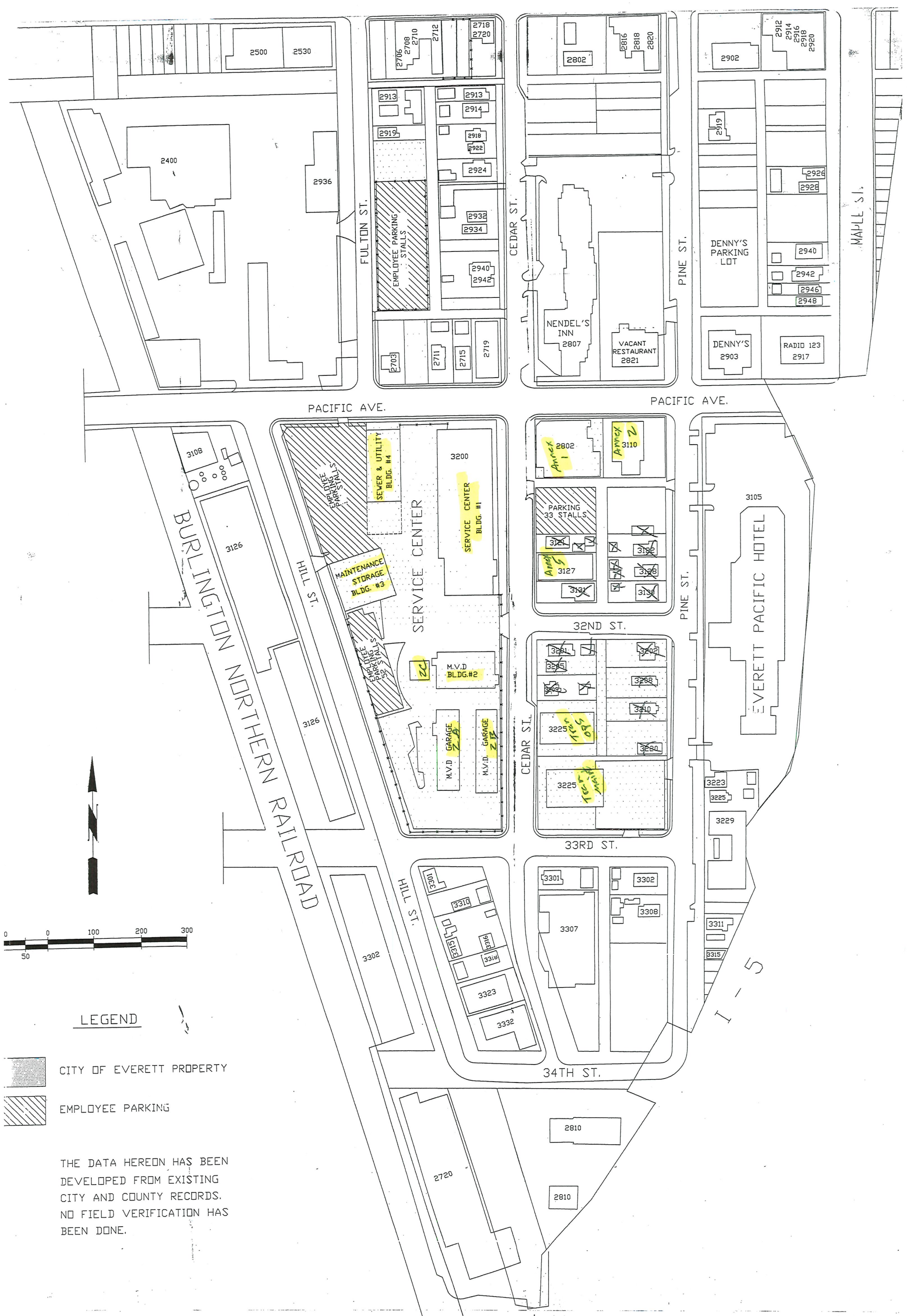
-  Transit
-  Police Station
-  Hospitals
-  City Facilities

1:126,720



City of Everett, City of Everett Public Works

EXHIBIT B



Project title: Authorize the Release of Request for Proposal #2025-033 Drainage and Sewerline Camera Truck

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
7/2/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Request for Proposal

Department(s) involved:
Procurement, Public Works, Motor Vehicle Division, & Information Technology

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Drainage and Sewerline Camera Truck

Partner/Supplier: To be determined

Location: N/A

Preceding action: None

Fund: 401

Fiscal summary statement:

The estimated cost of the truck is approximately \$700,000. The highest-scored proposal will be brought to the council for consideration and award.

Project summary statement:

Staff requests that the City Council authorize the issuance of Request for Proposal (RFP) #2025-033 to receive proposals from suppliers for a complete drainage and sewer line truck.

Public Works requires a drainage and sewerline truck for daily City operations to maintain the integrity of the drainage and sewer systems. The typical service life for a drainage and sewerline truck is fifteen years or 125,000 miles. Public Works currently uses a seventeen-year-old truck that will be surplussed after delivery of the new vehicle. The current truck needs to be replaced because it exceeds the mileage, age, and expected maintenance cost criteria.

Recommendation (exact action requested of Council):

Authorize the release of Request for Proposal #2025-033 Drainage and Sewerline Camera Truck in the substantially provided form.



PROCUREMENT

Request for Proposal #2025-033

Procurement Professional Point of Contact:

Jenny Chang, CPPB
Procurement Specialist
(425) 257-8904
bids@everettwa.gov

Drainage and Sewerline Camera Truck

TIMELINE - The following represents the schedule for this solicitation.

<u>Event</u>	<u>Date</u>
Issue Date	July 3, 2025
Deadline for Final Questions.....	August 1, 2025
Proposal Due Date	August 12, 2025 at 2:00 p.m. Pacific Time
Anticipated Award	August 2025

Submit Sealed Proposals to:

City Clerk's Office – Attention: Procurement

2930 Wetmore Avenue, Suite 1A

Everett, WA 98201

Clearly label the outside of the sealed envelope containing the original proposal response, plus three (3) complete identical copies, with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Clerk's office by the deadline will be considered.

The Clerk's office is open Monday through Thursday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at:

<https://www.everettwa.gov/2713/Bid-opportunities>

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City Clerk's office must receive the supplier's proposal in its entirety by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

No supplier may withdraw its proposal after the hour set for the proposal closing unless the award is delayed for a period exceeding one hundred and twenty (120) days.

1.2 OFFER PERIOD

All Proposals submitted must remain open for 90 days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Suppliers must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be canceled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do so long as each Proposal stands alone and independently complies with the instructions, conditions, and specifications of this RFP.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation (B & O) Tax, when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46, which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE

All materials submitted in response to this RFP become the property of the City of Everett. Selection or rejection of a proposal does not affect this.

Pursuant to Chapter 42.56 RCW and other applicable law, all materials (including, for example, proposals and pricing in proposing) submitted under this RFP are public records and will be, unless determined otherwise by the City in the City's sole discretion consistent with applicable law, available for inspection and copying by the public following contract award. The City has no obligation to withhold from disclosure materials designated as confidential or proprietary. The City has no obligation provide any notices prior to disclosure.

Materials will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process unless otherwise required by law.

Proposers by submission of materials in response to this RFP acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to proposer for the disclosure of any material submitted by proposer in response to this RFP.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING (NOT USED)

SECTION 2 – SCOPE OF WORK

2.1 INTENT SUMMARY

The City of Everett Public Works Department seeks a supplier to provide a complete drainage and sewerline truck. The complete drainage and sewerline truck consists of a truck-mounted box body, outfitted with pipeline TV camera equipment and software to be used by the City of Everett's Sewer and Stormwater Drainage Division for various applications. The desired service life is at a minimum of fifteen years and/or 125,000 miles. The box body must be mounted on a new, most current model year, Ram 5500 regular cab 4 X 4 chassis with a 6.4-liter HEMI® V8 engine and automatic transmission.

2.2 BACKGROUND

Public Works requires a drainage and sewerline truck for daily City operations in order to maintain the integrity of the drainage and sewer systems. It currently uses a seventeen-year-old vehicle that will be surplussed after delivery of the new vehicle. This vehicle is fully integrated with existing systems, such as Cityworks, etc., as well as past city asset inspection records. Therefore, the City prefers CUES sewer inspection camera equipment, software system, and inspection record database installed on the provided vehicle.

2.3 INTENT OF SPECIFICATIONS

The apparent silence or omission in the specifications as to any detail of the work to be done or materials to be furnished means that the best general practice must prevail and that material and workmanship of the best quality must be used. The specifications must be interpreted on this basis.

2.4 SOFTWARE INTEGRATION REQUIREMENTS

CUES GraniteNet integrates seamlessly with the City's existing systems and is preferred. If a different system is proposed, proposers must demonstrate to City's satisfaction that the proposed system integrates with Cityworks, ArcGIS systems, etc., as described in Section Two. The successful supplier will be required to warrant that its proposed solution will fulfill the functionality described in the following and all functionality described in the supplier's literature or functionality presented in the software demonstrations.

All responses that indicate that functionality is available out-of-the-box, through configuration, a reporting tool, or through a third-party product, should be included in the costs submitted in this proposal. The cost for any additional modules or configurations should be broken out by specific requirement and included in Form 4.02 Price Sheet of the RFP response. Additionally, the module necessary to perform specific functionality must be included in the scope and cost of this proposal.

The City requires responding suppliers to propose a complete solution that may include, but is not limited to, software, hardware specifications, project management, and other technology services for the entire project scope. The following tables illustrates the features that are either required or desired by the new inspection software.

A. Historical inspection general import software requirements

Functionality	D = Desired R = Required
Enable the import of all sewer and drainage inspection data, including related metadata, from the CUES GraniteNET system into the target system, ensuring data integrity and completeness. It must also import all past inspections from historical records and comparison to current and future inspections.	R
Import all past completed inspections from the CUES GraniteNET system. It must also import all recorded observations and their associated attributes, including, but not limited to, defect codes, severity levels, and descriptions.	R
Import all inspection ratings and scoring data, ensuring alignment with NASSCO7 inspection standards.	R
Import all associated videos and still images of inspections. Media files must be linked to their corresponding inspections for easy reference and retrieval.	R
Import all relevant metadata, including, but not limited to: <ul style="list-style-type: none"> a. Inspection dates and times. b. Inspection locations, e.g., GPS coordinates and pipe segment identifiers. c. Inspector details, e.g., name and ID. d. Equipment used, e.g., camera model and calibration data. 	R
Import any other related and associated data from the CUES GraniteNET system necessary for comprehensive inspection records.	R
Support importing data in formats generated by CUES GraniteNET, such as database backups, export files, or XML/CSV files.	R
Import process must include a mapping interface that allows users to align CUES GraniteNET data fields with corresponding fields in the target system. Field mappings must be saved as templates to reuse.	R
Validate data before import to identify missing or inconsistent information. All errors detected during the import process must be logged, with detailed error messages to facilitate troubleshooting.	R
Create detailed logs of each import process, including: <ul style="list-style-type: none"> a. Start and end times of the import. b. Number of records imported successfully. c. Number and details of records with errors. 	R
Generate reports summarizing issues encountered during the import process for review.	R
Provide an intuitive interface for configuring import settings, viewing logs, and resolving errors.	R

B. Inspection software functionality requirements

Functionality	D = Desired R = Required
Read asset data from ESRI ArcGIS web services to import all assets from drainage and sewer system into its database for use in inspection software components.	R
Allow users to specify the scope of data to retrieve, such as geographic areas or specific asset categories.	R
Support secure connections, including authentication methods such as API keys or tokens. Authentication to the Portal for ArcGIS instance must be configurable via: <ul style="list-style-type: none">a. Token-based authentication.b. Built-in account authentication.c. Single Sign-On (SSO).	R
Allow users to create and save customer filters for dates and inspection statuses.	R
Integrate with ESRI ArcGIS REST services (APIs) hosted within the City's Portal for ArcGIS.	R
Group condition descriptions and codes for ease of use.	R
Retrieve all relevant asset data, including, but not limited to: <ul style="list-style-type: none">a. Drainage and sewer system assets, such as pipes, manholes, and catch basins.b. Associated metadata, such as asset IDs, dimensions, materials, and conditions.c. Geospatial data, such as coordinates, spatial relationships, and maps.	R
When importing data from the ArcGIS system to the inspection software, the software must designate mandatory and optional fields or properties for assets.	R
Include the following search features: <ul style="list-style-type: none">a. Allow users to search for assets within the system.b. Enable search functionality for inspections.	R
Allow the definition of personnel within the organization and associate them with inspections.	R
Include the following application settings. <ul style="list-style-type: none">a. Store application settings in a configuration file.b. Enable configuration backups.	R
Allow scheduled automatic backups of the database.	R
Allow users to create and save customer filters for dates and inspection statuses.	R

Display live video alongside recorded video or snapshots simultaneously within the software.	R
<p>Footage synchronization.</p> <ul style="list-style-type: none"> a. Automatically enter footage readings from camera equipment into the current survey records. b. Ensure footage readings correspond directly to defect locations in both pipe graphic and tabular reports. 	R
Allow users to enable or disable multiple layers.	R
All mapping settings must be savable under the user profile.	R
Support the display of both ESRI basemaps and custom basemaps.	R
Offline map packages must be manually or automatically switchable to the offline version when network connectivity prevents access to online maps and back to online when network connectivity is restored.	R
<p>Support the following offline data sources:</p> <ul style="list-style-type: none"> a. ESRI Mobile Map Packages. b. Tile Packages. c. Vector Tile Packages. d. Offline Raster Data Sources. e. Mobile Geodatabases. 	R
When importing data from the ArcGIS system to the inspection software, the software must visually differentiate mandatory fields from optional fields during inspections and when editing inspection data.	D
<p>Include the following tree view controls:</p> <ul style="list-style-type: none"> a. List all inspections and tasks in an easy-to-view treeview-style control. b. List all assets, such as mainlines, laterals, nodes, in a treeview-style control. 	D
Allow customization of pipeline condition descriptions and codes, including modifications and additions of codes.	D
Allow application settings to be exported and imported for use by the same or other users.	D
Support exporting user settings so that they can be imported to another user's profile.	D
<p>Include predefined filters, such as:</p> <ul style="list-style-type: none"> a. Provide filters for inspections based on date, such day, month, year, last 30 days, last week, etc. b. Provide filters for inspection status, such as new, in progress, completed, etc. 	D
<p>Allow ascending and descending sorting by asset properties such as:</p> <ul style="list-style-type: none"> a. Pipe size. b. Pipe identification. 	D

<ul style="list-style-type: none"> c. Structure identifications. d. Footage. e. Pipe materials. f. Pipe diameters. g. Work order numbers. h. Street names and other geospatial notations. 	
Provide dropdown menus to quickly select common information, including defects, pipe materials, survey purpose, locations, and pipe usage.	D
Layer elements must be color-coded, with options for standard color schemes and user-configurable color schemes.	D

C. Inspection data export and import

Functionality	D = Desired R = Required
<p>Can export completed inspections from the proposed inspection software to Cityworks. The system must allow configuration for:</p> <ul style="list-style-type: none"> a. Inclusion or exclusion of certain inspection statuses. b. Specification of Cityworks Template to be used when the completed inspection is completed in Cityworks. 	R
Include functionality to import new inspections from a defined set of Trimble Cityworks inspection work items into the inspection software as new inspection tasks to be completed.	R
<p>A user interface must be provided to configure data mapping between Cityworks and the inspection system. The interface must:</p> <ul style="list-style-type: none"> a. Specify the Cityworks entity type and the entity type in the inspection software. b. Specify the task mappings between Cityworks and entity type and the inspection system software. c. Specify the criteria for setting the fields in Cityworks, such as workorder status, inspection status, and related task statuses. d. Allow option to only Export tasks when there is an associated inspection. e. Allow mapping between other fields in the two systems. 	R
Modification of the layout of Cityworks Office or Respond UI with a custom button or other user interface control to open the completed inspection in the inspection software for further examination and review.	D

D. Reporting requirements

Functionality	D = Desired R = Required
Individual inspection summary reports must be available, and tabulate pipe survey results.	R
Reports showing all defects in an inspection must be available and programmable to list specific defects observed with corresponding footage, starting and ending manhole ID numbers, structural pipe defects, laterals, collapsed pipes, and other asset properties.	R
Grading reports must be included that show pipe material and diameter, as well as grade scores for each survey with totals.	R
Allow users to make or create their own reports. If third-party software is necessary for report creation, the supplier must specify this and what additional software or systems are required to produce such reports.	R

E. Scheduling export and import of data

Functionality	D = Desired R = Required
Able to export asset data from ESRI services on an ad hoc or scheduled basis. When exporting data, detailed conflict resolution must be available.	R
Configuration interface to schedule when the export and import jobs will happen.	R
Automatically execute scheduled tasks without requiring manual intervention.	R
Run as a Windows service or other service type that does not require a user to be actively logged into the computer/server where it is running.	R
Module must send notifications via SMTP email to the designated recipients upon completion of each task.	R
Log each execution for auditing purposes and provide detailed reports on success or failure.	R
Email the logs at the end of jobs.	R
Allow users to configure schedules for data export or import tasks on a daily, weekly, or monthly basis.	D
Support custom recurring schedules, where users can define intervals, such as every 2 days or every 3 weeks.	D
Detect and report errors during task execution and provide recommendations for resolution.	D
SMTP email support will be anonymous or authenticated.	D

F. Conflict resolution options for asset import

Functionality	D = Desired R = Required
Allow users to manually review and resolve conflicts through a user-friendly interface.	R
Enable users to select which object to retain, such as source, destination, or a custom resolution.	R
Log all conflicts, regardless of resolution method, to a sync file with the following details: <ul style="list-style-type: none"> a. Date and time of the conflict. b. Object name involved in the conflict. c. Resolution method applied (manual or automatic). d. Error details, if any, encountered during synchronization. 	R
Store in a configurable location.	R
The logs must be formatted in a structured format (e.g., JSON or CSV) for easy analysis and integration with external reporting tools.	R
Support the following automatic conflict resolution strategies: <ul style="list-style-type: none"> a. New Object Wins: always retain the object with the most recent timestamp. b. Source Always Wins: always prioritize the source object in conflicts. c. Destination Always Wins: always retain the destination object in conflicts. d. Always Skip Conflicts: retain neither object, and skip processing the conflict. 	R
If a conflict cannot be resolved using the selected method, the system must: <ul style="list-style-type: none"> a. Log the unresolved conflict with an appropriate error message. b. Notify the user of the unresolved conflict. 	R
Users must be presented with a side-by-side comparison of conflicting objects, including metadata, such as timestamps, names, and content preview.	D
Users must be able to approve or defer resolution for individual conflicts.	D
Allow administrators to configure the default resolution strategy for automated processes.	D
Provide an option to clear or archive old logs to manage storage.	D
Only users with appropriate permissions must have access to conflict resolution interfaces and logs.	D
Maintain an audit trail of all conflict resolution actions, including the user who resolved each conflict and the selected resolution.	D

2.5 INSPECTION CAMERA APPARATUS OPERATOR COMPUTER

- A. Computer form factor:** At a minimum, the provided vehicle must meet the following performance requirements.

1. The computer must be a rack-mountable unit or a desktop or tower design suitable for secure mounting within a computer rack system.
2. The computer must be securely mounted within the rack to prevent movement during truck operations.
3. The system must incorporate shock-absorbing mechanisms to minimize the transmission of vibrations and shocks to the control room.
4. Keyboard and mouse controls must have locking or securing mechanisms to ensure stability during transport.

B. Minimum Computer requirements:

1. CPU. Intel Core i7-13700 minimum with:
 - a. Multi-core processing, 4 cores.
 - b. Simultaneous multithreading or hyperthreading, 2 threads per core, minimum.
2. Operating system:
 - a. Windows 11 Enterprise x64, which will be provided by the City of Everett as part of the City's Enterprise License agreement with Microsoft.
 - b. The computer must be allowed to join the City's Window Active Directory Domain.
 - c. City staff will perform operating system setup and domain join.
3. Storage:
 - a. 1TB solid state M.2 drive for OS partition, minimum.
 - b. 8TB HDD for data partition, may be internal or external.
4. Graphics: discrete GPU, not integrated, meeting or exceeding the following:
 - a. Nvidia RTX 1060 or AMD R580.
 - b. 4GB minimum dedicated graphics memory.
5. System memory (RAM): 32GB.
6. Screen display:
 - a. Two (2) 24" diagonal flat panel displays with a resolution of 1080p or higher.
 - b. A minimum of two (2) video ports, including:
 - i. One (1) DisplayPort, minimum.
 - ii. One (1) HDMI port, minimum.
7. USB ports: at least four (4) rear USB ports with a combination of USB 2.0 (480Mbps) and USB 3.2.
8. Network ports: at least one (1) RJ45 wired port supporting 2.5GB Ethernet.
9. Wireless network: Wi-Fi 802.11ax compatibility, provided either via an expansion card or integration into the system board.
10. Video capture device: compatible with Windows 11. The device must support real-time digital recording in a suitable format, and it must be able to save recordings to either an external or internal hard drive through the inspection software proposed. Additionally, it must enable the capture of still images from recorded video inspections for printing purposes.

11. Inkjet printer:

- a. Not all-in-one.
- b. Resolution: 4800 x 1200 dpi.
- c. Compact size: less than 18 inches in length.
- d. Supported paper sizes: up to 8.5 x 14 inches, or legal size.
- e. Printing capabilities: black-and-white and color printing.
- f. Paper tray capacity: 50 pages or more.
- g. USB connectivity: Yes.
- h. USB cable: long enough to reach the inspection computer in its rack.
- i. Wireless connectivity.

12. The system must include effective power conditioning to protect the computer system and its connected components, both internal and external, from fluctuations and surges associated with generator power. In addition, a battery backup mode must be implemented to take over automatically during any generator power failure. This backup system is required to operate for at least 15 minutes, providing operators sufficient time to shut down programs and equipment to prevent damage safely.

2.6 VEHICLE MOUNTED WIRELESS INTERNET ROUTER

The following are the minimum hardware components:

- A. **Required:** Sierra Wireless RV55. The city uses this router for setups requiring a single device connection via Ethernet.
- B. **Desired:** Roof or exterior mounted antenna. A robust, weather-resistant antenna must be mounted on the vehicle's roof to ensure optimal signal reception.

2.7 DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the main components, such as cab, chassis, and body, will be entirely designed, assembled, welded, and painted in the manufacturer's facilities. This includes, but is not limited to, the cab weldment, the chassis assembly, the body, and the electrical system.

The supplier will supply a CAD or similar electronic type drawing to the City of Everett for prior approval of the layout as part of the ordering process.

2.8 PROVEN PERFORMANCE

To ensure the City receives a truck of proven performance, the unit and its components proposed must be new and from a 2025 or later model year production. The manufacturer must be in the current production of a similar truck and have been in production during that period. A prototype is not acceptable.

2.9 MAINTENANCE AND SERVICING CRITERIA

The following are the minimum required and desired maintenance features:

- A. **Required:** Ground level servicing of daily or "periodic" fluid level checks and refills.

- B. **Required:** All grease zerks will be easily and quickly accessible. Remote “grease zerk banks” or “plumbed-in” grease zerk fittings are required for any component with a grease zerk fitting in a hard-to-reach or see location.
- C. **Desired:** As applicable, components capable of holding or trapping water will be equipped with drain valves for winterization or servicing. Winterizing or storage instructions will be printed on a plastic laminated decal, which must be placed in an obvious sight location. Winterizing or storage instructions must also be available within service manuals.

2.10 BASIC CONSTRUCTION CRITERIA

- A. All welds will meet AWS workmanship standards for applicable codes. Porosity, penetration, leg and throat sizes, heat-affected zone, and spatter clean-up will meet or exceed AWS requirements for the type of material used. Reference SAE J836, J1147; AWS “Welding Handbook.”
- B. All material used, plumbing fittings, valves, couplers, and quick disconnects, will be non-corrosive except where safety laws and manufacturers mandate otherwise. Whether dissimilar metals are used, they will be insulated against corrosive action.
- C. All bolts and other fasteners will be sized appropriately to their intended functions. Bolts should be supplied with the same-grade nuts, self-locking preferred, and flat washers. Bolts must be of sufficient length so that when properly tightened, a minimum of two (2) threads should protrude through the nut.
- D. All non-metric bolts will conform to SAE J429. Metric bolts will conform to SAE J1199.
- E. Fastening devices will be rust or corrosion-resistant.
- F. Fastening devices installed by contractors will conform to existing OEM factory-installed practices.
- G. All weld slag, splatter, or roughness will be removed with the appropriate hand tools. All metal surfaces are to be thoroughly cleaned or sandblasted, then primed with a “non-lifting” type metal primer or other base coating as normally done by OEM to help prevent rust. Stainless, brass, or other components manufactured from corrosion-resistant material, along with any rubber or synthetic hose, need not be painted unless recommended by the manufacturer.
- H. Any surface which will be used as a step or operator platform area will be constructed of or covered with non-slip metal material and marked as a step or platform. Acceptable materials include the following or equivalent: Grip Strut®, Traction Tread’s™, or Grate-Lock™ material.
- I. Handles will be shaped as long as possible to be compatible with a broad range of personnel of different heights. Handles must also conform to any industry safety requirements for the product quoted. Clearance between the mounting surface and the handle should be enough for a large hand wearing thick gloves on all doors, latches, and grab handles or assist handles.
- J. The dry film primer and all finish paint coat(s) used, including the color and any clearcoat, must be at least 4 mils thick.
- K. The color of the entire body, including the inside of service body compartments, must be Stellantis Ram Bright White with Clear Coat. The body and chassis cab color must match exactly.
- L. Separate finish coats of low-VOC-compliant polyurethane-type paint can be applied to the entire unit. Polyester powder coating or any other professionally applied coating is acceptable. Paint must be lead, chromate, and isocyanate-free. Whatever the type of finish, the coating OEM’s quality control procedures must be followed.

- M. "Rattle-can" or "canned" spray paint is not acceptable as a factory finish or for any local re-paint or touch-up work.
- N. All body reflectors must be bolt-mounted. Stick-on type reflectors are not acceptable.
- O. Rear bumper and downsides of the unit: Alternating red and white reflective conspicuity tape to meet DOT-C2 requirements. Tape not to cover or block any lights or license plates. Pattern to be continuous. Tape used to meet ASTM #D4956-90, Type V. Reference: Truck-lite #98101.
- P. Rear upper corners: Solid white reflective conspicuity tape to be placed to form a continuous 90-degree "V" and meet DOT-C2 requirements. Tape not to cover or block any lights or license plate. Tape used will meet ASTM #D4956-90, Type V. Reference: Truck-lite #98105.
- Q. Body to be mounted with proper brackets and required shear plates in accordance with the applicable model year of the Ram 5500 builder's manual. Any plasma cutting or welding operations on chassis must be done in accordance with Ram 5500 builder's manual.

2.11 BASIC AUTOMOTIVE 12 VOLT DC ELECTRICAL CRITERIA

- A. Wiring installed by the equipment manufacturer and any subsequent equipment outfitter, subject to the Federal Motor Vehicle Safety Standards, will have wiring manufactured and installed meeting those Federal requirements.
- B. The use of a 12-volt automotive negative ground style system is assumed unless otherwise stated. PLC-type wiring systems are acceptable. Original OEM-engineered and furnished or industry modular double-sealed wiring systems for bodies are acceptable. Reference: SAE J1292, J2057-1 thru 4, Truck-lite modular wiring system, Grote Ultra Blue Seal® wiring harness system.
- C. All wiring added to or that will interface with chassis will be done in accordance with Stellantis Ram standards. Cross-linked polyethylene, high temperature, minimum 125C, insulated wire will be used as required in accordance with Stellantis Ram standards. Reference: SAE J1127 SGX or STX, J1128 SXL, GXL, TXL.
- D. Separate ground circuits must be furnished for any auxiliary circuit or equipment.
- E. The use of OEM-installed ground studs is acceptable.
- F. Grounding to sheet metal with sheet metal screws is not acceptable unless an existing ground screw was installed by the beginning OEM.
- G. All wiring must be secured and protected with chaffing, abrasion, sharp edges, and tight bends. Holes through which wiring passes must be drilled and fully grommets. Pass through wiring to include a U-shaped loop, pointing down, to act as a drip point for water. The use of split or sliced hose as grommets is not acceptable. Multi-pinned "bulkhead" type connectors are also acceptable.
- H. The use of plastic tie straps that are impervious to the effects of ultraviolet light is acceptable only as a means of binding multiple wires or looms together and for any other similar requirements.
- I. All wiring must be routed in appropriately sized moisture-resistant conduit. All exposed conduit runs must be protected against tree limbs and brush damage. Insulated or rubber-coated clamps on maximum 18-inch centers and attached by bolts, machine screws, or nylon tape mounting blocks must support conduits. Sheet metal or self-tapping type screws are not acceptable. Reference: SAE J1292, Table 3, Type 3 or 4, and J562.
- J. Appropriately rated fusible links, fuses, or circuit breakers will protect all added circuits. Circuit breakers installed in a common block are desired. Reference: SAE J156, J258, J553, and J1284.
- K. Cartridge-type inline fuses are not acceptable. Reference: SAE J554.

- L. Terminal wiring blocks must be used.
- M. It is desired that power-type relays or power-type solenoids be used on all added circuits rated at 15 amperes and above.
- N. All added relays, solenoids, circuit breakers or fuses, switches, lights, and electrical devices will be specifically mounted to protect them from moisture or water contamination and road hazards such as rocks and brush limbs. Certain electrical components, such as safety and limit switches, should be epoxy-impregnated to minimize the effects of contamination and moisture.
- O. All added operator switches must be identified with professionally engraved labels and lighted as required by law. Any "dyno label maker," "label maker," or "computer label" tape type label is not acceptable.
- P. The use of aftermarket electrical distribution systems that include the appropriately rated circuit breaker(s) ahead of the power relay(s) or switch panel(s) is acceptable. Reference: Wired-Rite products.
- Q. All electrical connections must have no exposed wires or terminals.
- R. Any added circuit with dash or "console" mounted switches must include an indicator light that will light in the "on" position. Indicator lights to be dimmable where required by law.
- S. All wiring or terminals in exposed unprotected areas, outside of any junction box, will use soldered or sealed type connectors, such as pre-molded or heat shrink tubing with internal coated glue or sealer. Electrical tape or "wrap and seal" type tape is unacceptable at any connector. Reference: Phillips Shrink 'n' Seal series, Ancor, Grote, or Amp adhesive-lined series.
- T. Splices are not acceptable except when connecting to an electrical device with a pigtail that was pre-installed by the device OEM as part of that device. The use of appropriate OEM wire for connecting purposes is acceptable.
- U. All flasher(s) used must work with LED lights.
- V. All wiring will be color-coded, numbered, or labeled with circuit number or name.
- W. Ring terminals of the proper stud diameter will be used unless a spade-type connector is specifically required. Using "Hook" or "U" fork-type connectors is unacceptable. Connectors, which are "clamped" onto the wire for installation and penetrate the wire's covering, are unacceptable. Any "Quick-lok" type, Scotch-Lok® type, "wire-nuts" or unsealed wiring connectors are unacceptable.
- X. The use of the standard Stellantis Ram chassis in-dash "upfitter" switches is required. Connections and imposed electrical circuit load must be in accordance with Stellantis Ram OEM requirements. Aftermarket switches should also be durability tested to at least 25,000 full load cycles. Reference: Cole-Hersee "Heavy Duty" or "Extra Heavy-Duty" grade level.
- Y. Connectors of all types must be properly crimped using the connector OEM's recommended tool. "Insulated" glue or sealer-type connectors will have a flat, oval-shaped, smoothly sculptured appearance with no sharp indentures. "Non-insulated" connectors will be covered with a polyolefin adhesive-lined heat shrink tubing that extends beyond the connector a minimum of twice the diameter of the wire being used. Reference: Aerospace Material Specification AMS-3634; SAE J163, J561, J858a, J928, and J1881.
- Z. All exterior lights must be shock-mounted or housed in a protective housing. The entire light will pop out and be replaceable.

- AA. Any piece of locally added equipment with added electrical equipment or wiring must be included in or have a separate "as-built" wiring program covering the added equipment and any wiring. This diagram will consist of a pictorial location as well as a description.
- BB. An automatic noise level-adjusting reverse electronic alarm (87-107 dBA) will be furnished and installed, such as the ECCO Smart Alarm #SA917. The transmission activates the mounted rear of the unit when it is placed in reverse gear. Reference: SAE J994 and J1446.
- CC. Equipment exterior LED unit lighting to be compliant with all Federal and State legal requirements. Reference: Truck-lite LED Super 44 Series: Stop/tail #44002R, Turn #44001Y, Back-up #44041C, Clearance/marker lights. Truck-lite LED 35 Series: #35080R, #35080Y, with guards #35720, license plate model 15 series LED #15041.

2.12 COMPLIANCE WITH LAWS AND REGULATIONS

The following are regulatory requirements for the completed unit. The provided unit must:

- Meet all required State of Washington Motor Vehicle Laws and Federal Motor Vehicle Safety Standards, State of Washington WISHA, and Federal OSHA safety requirements, with written confirmation for any required stability and axle load.
- Have all required safety and warning signs and decals. Reference SAE J115.
- Have any required Safety Data Sheets (SDS) for any chemicals supplied with the vehicle build.
- Have mud flaps as required per RCW 46.37.500. In addition, mud flaps must be installed in front of the dual rear wheels to protect frame-mounted components from the rear axle.

2.13 TRUCK CHASSIS KEY SPECIFICATIONS

- A. The chassis will be a 2025 or most current model year Stellantis Ram 5500. The box body will be a standard commercially available type, at least 16 feet in length. The interior dimensions of the equipment storage room and operating and control room compartment will be a minimum of 89 inches wide by 82 inches high and 190 inches long. The body will be water-leak tested before delivery to the City of Everett for a minimum of 15 minutes.
- B. Wheelbase and cab to axle dimensions to support build, to be determined by winning bidder.
- C. Color: Bright White Clear-Coat.
- D. Regular (also known as standard) cab.
- E. 4X4.
- F. 19.5" black steel wheels.
- G. Dual rear wheels.
- H. Front all-position all-season tires.
- I. Rear traction tires.
- J. No spare tire is desired.
- K. Heavy-duty vinyl grey interior seating with 40/20/40 split front seat.
- L. Standard black or grey seat belts
- M. ParkSense front and rear park-assist system.
- N. UConnect with 8.4" touchscreen entertainment center.
- O. The winning proposer will install the OEM ParkView rear back-up camera kit as part of the build.
- P. 6.4 liter V8 HEMI gasoline engine.

- Q. AGM dual batteries.
- R. 8-speed TorqueFlite HD automatic shift transfer case.
- S. Dual alternators, rated at 400 Amps.
- T. 22-gallon midship fuel tank.
- U. Heavy Duty front suspension group.
- V. Payload upgrade package to 19,500 GVW rating.
- W. Stellantis Ram upfitter switches.
- X. Standard Stellantis Ram warranty.
- Y. Ambulance Prep Group for rear A/C and heat, if required for build.
- Z. Tradesman Level 1 Equipment Group.

2.14 BODY SPECIFICATIONS

- A. Body construction: 0.040-inch minimum white pre-painted aluminum panels over posts with maximum 16-inch centers, or equivalent.
- B. 3-inch rivet spacing maximum.
- C. Five (5) posts in front wall minimum.
- D. Recycled material type tongue and groove flooring.
- E. The product will be sealed on all sides and edges with wood preservative or sealer if natural wood is quoted.
- F. Minimum two (2) screws per board, assuming 2-inch x 6-inch sized decking.
- G. Undercoated or appropriately sealed against water leaks from weather and road spray.
- H. Extruded aluminum vertical corners.
- I. Cast corners.
- J. One-piece aluminum roof.
- K. Anti-slag galvanized roof bows on maximum 24-inch centers.
- L. 3-inch minimum formed steel, channel, or I-beam cross members on 12-inch centers.
- M. 4-inch minimum, or as required, steel channel, tubing, or I-beam longills.
- N. Full-width step bumper with multiple steps as recommended for easy entry and egress. Bottom step must fold up for ground clearance.
- O. Appropriate entry grab handles.
- P. Curbside single swing door, or as recommended.
- Q. Insulated sides, roof, and floor, or as recommended.
- R. Windows, as recommended.
- S. Sliding, lockable storage compartment for camera and transporter.
- T. Under chassis storage boxes.
- U. Whelen® LED Traffic Advisor – Front and rear-mounted.

V. High intensity LED Strobe System – Amber, Front and Rear.

2.15 MAINLINE INSPECTION CAMERA

Below are the overall required functions of the requested mainline inspection camera.

- A. Two (2) primary inspection cameras with sondes and transporters.
- B. Camera must be color and designed for operation as a multi-conductor and operate normally with a minimum of 1,000 feet of cable, but 1,500 feet of cable is preferred. With little or no loss of video integrity. The electric drive TV cable reel must:
 - 1. Include a footage counter. Counter will display on recording devices as well as a manual counter at the reel location in the equipment room.
 - 2. Be able to free wheel in reverse. Reel must be powered electrically and manually. The reel must have auto payout for increased pulling performance with the smaller transporter.
 - 3. Counter will measure passage of the cable from the wheel graduated in 0.1-foot increments.
 - 4. The reel that holds the cable must have automatic and manual payout.
 - 5. Cable reel must not have mercury-based slip rings.
- C. Camera must be completely sealed and watertight by design. It should withstand pressure up to 100-feet of water or 50 PSI.
- D. Camera housing or body must be made of a noncorrosive material that can withstand the typical environment of sewage and wastewater.
- E. Camera and transporters must be repairable in the field for the most common repair items.
- F. Camera must be able to record interior of pipes between 6-inch relined and 60-inch in diameter.
- G. Primary lighting for the camera must be LED, sufficient enough to completely illuminate the inside of all pipes being inspected and give a clear, sharp picture or image of all facets of the inspection. Auxiliary lighting must supplement primary lighting in larger sized pipes.
- H. Camera must have a pan and tilt feature which shall pan at least 280-degrees and rotate 360-degrees.
- I. Camera must have automatic and manual focus features.
- J. Camera must have an internal diagnostic system. This system should monitor camera head temperature, humidity, light supply voltage and camera input voltage.
- K. Camera must have an inclinometer. It must read and transmit pipe grade variations within a range of plus or minus 5 degrees horizontal and with a minimum error of plus or minus 0.3 degrees or better.
- L. Transmission control will be at the operator's station in the control room.
- M. Camera must record and playback within the software system proposed.
- N. Camera must have remote focus and iris controls with override capability.
- O. Camera must provide, at minimum, a 10x optical zoom and a 12x digital zoom capability.
- P. Camera must be made with solid-state circuitry.
- Q. Camera must provide at least 1080p resolution.
- R. Camera must be equipped with a "return to home" feature.
- S. Data from the inclinometer must display in numerical or graphical format in the software system's reports.

- T. Camera multi-conductor cable must have a breaking strength of not less than 2,000-pounds.
- U. TV camera transporter system:
1. Transporters must be steerable and wheeled. This bid must include a two-transporter package: one (1) unit for 5-inch to 24-inch and one unit for 8-inch to 60-inch.
 2. Transporters will have powered reverse, freewheel, and forward capabilities.
 3. Transporters must have a built-in two-speed transmission. Transporters must be variable speed to ensure better traction and torque of the transport system.
 4. Transporter must be able to complete a 360-degree turn within its own radius.
 5. Control of transporter should be a joystick-type control for smooth operation.
 6. Transporter must be "all wheel" drive and be completely sealed and watertight by design. It must withstand pressure up to 100-feet of water or 50 PSI.
 7. Transporter must have multiple sets of wheels to accommodate different types and sizes of pipes. Tires must be rubber tires and cover a range of 5-inch to 24-inch and 8-inch to 60-inch. A set of high-traction steel wheels for at least one (1) transporter to cover the 5-inch to 15-inch pipe size range must also be included.

2.16 WHEELED LATERAL LAUNCH CAMERA SYSTEM

Below are the overall general functions of the requested mainline inspection camera. They have been identified as either required or desired functions.

A. Required functions

1. This system must operate in combination with and be fully integrated with the TV truck.
2. Mainline solid state color TV camera.
3. Camera must have a video and storage capability in the stand-alone mode.
4. Camera must be able to record interior of pipes minimum 4-inch relined diameter.
5. All launcher, camera, and reel functions must be controlled by the wireless handheld controller.
6. Launcher must be self-propelled with freewheel, forward, and power reverse.
7. Lateral reel must be an electric reel with slipping and clutch.
8. Lateral reel must have a minimum 1,000-foot video cable with cable end termination.
9. Camera must record and playback within the software system proposed.
10. Camera head must have at least a 40:1 ratio optical/digital zoom and provide color video and images.
11. Camera must be mounted on a stainless steel or fiberglass push cable that will extend to at least 100 feet.
12. Camera must be a sealed type and be fully submersible to at least 100 feet.
13. This system must only take one (1) person to operate and transport it.
14. The system must be capable of recording voice.
15. Instruction manual must be supplied with this unit.
16. Camera must include a sonde, capable of being located in metallic and non-metallic pipes.

17. Camera must have a pan and tilt feature which shall pan at least 280-degrees and rotate 360-degrees.
18. Auto iris, auto focus, manual override of focus and iris. Lighting for the device must be LED.
19. Hand controllers must be supplied so operators of the camera can operate the power, zoom, iris, focus, and light features of the camera.

B. Desired functions

1. A protective shipping and storage case included with this unit.

2.17 DIGITAL SIDE SCANNING CAMERA SYSTEM

Below are the overall required functions of the requested digital side scanning camera system.

- A. Single, forward viewing, digital camera with Fisheye Lens for inspection of 6"-60" relined diameter pipes.
- B. Camera must have a strobing LED lighting system.
- C. Camera must have a built-in transmitter.
- D. Camera must have a protective skid plate for front dome of camera.
- E. Camera must be compatible with the software system proposed.

2.18 TV TRUCK CONTROL ROOM AND EQUIPMENT STORAGE ROOM

Wiring diagrams must be provided for the control and equipment rooms for all electrical, computer, camera, cable reel, and generator. Below are the overall requirements for the control room and equipment storage room.

A. Control room

1. Install a minimum of 13,500 British Thermal Unit (BTU) air conditioning unit.
2. Be powered fed via a 7.5-kW Commercial Grade quiet generator. Generator must have remote start and stop capability. Generator must be connected to fuel tank on TV truck.
3. Have the capability of receiving AC power from the house current via heavy-duty extension cords. Automatic switch over when unit is plugged in is required.
4. Install one (1) 32-inch flat screen mounted on bulkhead wall.
5. Install two (2) 24-inch flat screen computer monitors referenced in Section 2.5.
6. Install a passageway into the equipment room via a hinged door.
7. Have a built-in control console with rack mounts for electronic equipment and custom-built cabinets. Electronics must be mounted over the window in the control room.
8. Ensure all wall and ceiling coverings must be laminated seamless and made of material that allows easy cleaning and sanitation, such as Kemlite®.
9. Separate the control room from the equipment room using a large window.
10. Install a device that provides the ability to communicate with the vehicle's rear from the control room and vice versa via an intercom or other means.
11. Install a heater that will heat the room to at least 80 degrees Fahrenheit.
12. Mount a fire extinguisher.

13. Mount a first aid kits.
14. Install at least two (2) subdued fluorescent ceiling-mounted lights.
15. Install at least three (3) fluorescent lights. One (1) is mounted on the ceiling, and one (1) is mounted on both the passenger and driver side walls.
16. Install non-slip solid rubber flooring, such as Lonseal® or Lonplate®.
17. Install two (2), 4-plug electrical boxes mounted near the operator's station. One is located underneath the console near the driver's side wall, and the other is located underneath the console at the other end. All electrical boxes must be GFI-protected.

B. Equipment room

1. Install a water pump for cleaning cameras that supplies up to 50 pounds of pressure. Two (2) switches for this camera washdown must be installed.
2. Mount a minimum 12-volt, 300,000-candlepower hand-held spotlight on the driver's side wall of the equipment room. The spotlight must be attached to a reel with a 50-foot extension cord.
3. Install a side-swing entry door with steps on the passenger side, leading into the control room. The window must be heavily tinted and have an adjustable pull-down shade mounted on it.
4. Supply leveling jacks to level the vehicle in off-road conditions.
5. Ensure all wall and ceiling coverings must be laminated seamless and made of material that allows easy cleaning and sanitation, such as Kemlite®.
6. Install storage shelves to cradle camera(s).
7. Mount a fire extinguisher.
8. Mount a first aid kit.
9. Install full-opening swing-type rear doors with no glass.
10. Install non-slip solid rubber flooring, such as Lonseal® or Lonplate®.
11. Install two (2) 2-plug electrical boxes on the driver's and passenger's side walls. All electrical boxes must be GFI protected, and all box outlets must have spring-loaded covers.
12. Install a stainless steel washdown sink with a faucet. A 5-gallon on-demand hot water heater must be installed and connected to the faucet only.
13. Install a stainless-steel workbench.
14. Install a sturdy steel six-drawer metal toolbox. The drawers must have roller-bearing type hardware, and the unit will be lockable.

2.19 CHASSIS BOX

Below are the overall requirements for the equipment outside of the equipment room and control room on the box of the chassis.

- A. Mount two (2) locking sliding components outside the vehicle through the rear bumper for rod and tool storage.
- B. Install a crane to lift the camera and transporter in and out of the manhole.

- C. Install one (1), 2-plug 12-volt electrical box outside the equipment room on or near the rear bumper. It must be mounted in a manner that will not interfere with entering and exiting the back of the equipment room. The box must be GFI protected and have spring-loaded covers over the plug-ins.
- D. Install a step bumper with a pull-out set of steps that will easily facilitate entry and exit of the equipment room.
- E. Install handholds and grabs outside the equipment room to secure entry and exit.
- F. Install flood lights for nighttime operation on the outer rear top corners of the equipment. Both floor lights must emit enough light to illuminate a 200-square foot area.
- G. Install an LED amber directional lighting system on the outside top rear center of the roof of the equipment room. The light bar must be at least 5 feet long. It must be able to signal traffic to go to the right or left of the vehicle and have multiple flash modes to warn traffic approaching from behind.
- H. Install a high-visibility amber light bar at least 4 feet long with LED strobe lights on all corners and LED strobe lights emitting from the face or front of the light bar on the outside top edge of the control room.
- I. Install LED strobe lights on the equipment room's outside rear, left, and right sides.
- J. Install LED strobe lights on the outside front, left, and right sides of the control room.
- K. Install LED strobe lights on both the left and right sides of the bumper; contained within the bumper, next to the brake and turn signal lights.

2.20 WARRANTY AND PRODUCT SUPPORT REQUIREMENTS

Since the continuous operation of this vehicle or equipment is of the utmost importance and sometimes of an emergency nature, it is necessary that the successful proposer be in position to render normal and emergency or after-hours support. The City of Everett reserves the right to waive, decline, or take exception to any order if warranty requirements are not met to our satisfaction.

- A. All "normal" preventative maintenance parts, local stock or ordered non-stock, available within 24-hours or one business day. All OEM parts to be available for a period of five (5) years minimum. State OEM parts availability duration.
- B. The supplier must provide all new parts and components unless authorized, in writing, by the City.
- C. At time of delivery or earlier, one (1) complete set of any required PM service part to be provided for one vehicle or piece of equipment. This includes any "auxiliary" engine. An example list is shown below:
 - 1. Engine oil filter(s).
 - 2. Engine fuel filter(s).
 - 3. Engine water filter/conditioner.
 - 4. Engine air cleaner filter element(s).
 - 5. Transmission fluid filter element(s).
 - 6. Any cabin air filter(s).
 - 7. Fuel system vapor canister(s).
 - 8. Hydraulic system filter(s).
 - 9. Power steering system filter(s).

10. Any special gasket or strainer.
 11. Accessory drive belt(s).
 12. Windshield wiper blade(s).
 13. Any OEM special fluid(s) not available aftermarket.
- D. The City of Everett's exterior maximum "noise level" target goal is 80-dba. Reference: WAC 296-62. Note Sections 09015, 09026, 09027, 09029, 09031, 09053, and 09055; see also WAC 173-62-030 for vehicles.
- E. Proposer must include two (2) current sets of the following manuals, as applicable for products described in specifications, for equipment bid, including any added-on equipment or bodies. This may be provided through physical media via USB or a web download.
1. Service manual with index and maintenance section or manual. Include:
 - i. Heating and air conditioning diagnostics and repair.
 - ii. Maintenance instructions and parts used.
 2. Parts manual with index, as built and delivered including all added hydraulic system component(s).
 3. Electrical wiring manual and troubleshooting manual(s) with index.
 - i. Electrical diagnostics and repair.
 - ii. Wiring schematic.
 4. Lubrication charts.
 5. "Line" sheets.
 6. Air system schematic, including diagnostics and repair.
 7. Hydraulic schematic, including diagnostics and repair.
 8. Operator manual.
- F. Successful proposer will enroll the City of Everett with component manufacturers to receive all technical bulletins and updates for the life of the equipment. To include on-site and online access to the manufacturer's service information system at no charge to the city.
- G. The following training is to be provided:
1. Three (3) days training on site with the delivery of the equipment.
 2. Two (2) days training on site within 90 days of delivery, to be scheduled at the discretion of the City.
 3. One (1) day training on site within 365 days of delivery, to be scheduled at the discretion of the City.
 4. Three (3) days of training on software programs installed on the computer.
 5. Motor Vehicle Department (MVD) Day shift training: not less than two (2) hours.
 6. MVD Swing shift training: not less than two (2) hours.
 7. Operator training: to be on-site for two (2) hours.

- H. Technician and operator trainer: proposer will provide two (2) sets of all visual and teaching aids used in training, if available.
- I. The following minimum acceptable warranty is to be provided:
 - 1. The equipment and all contractor-installed components must be warranted by the proposer and guaranteed to be free from defects, as follows, beginning at City of Everett established in-service date.
 - 2. Parts and labor must be covered at one hundred percent (100%).
 - 3. Warranty must be based on normal operations of the vehicle under conditions prevailing in Everett area.
 - 4. Complete body and related equipment: 1-year, less normal maintenance items.
 - 5. Technical support for inspection software: 5 years.
 - 6. Technical support for the computer and printer shall be available for 1 year following purchase.
 - 7. All paint, body: 5 years.
 - 8. Paint adhesion: 5 years.
 - 9. Chassis: Standard Stellantis Ram warranty.

2.21 APPROVAL DRAWING

A drawing of the proposed truck must be provided for approval before construction begins. This drawing must indicate the chassis make and model, location of the lights, generator, benches, compartments, major components, etc.

Any revisions to the drawing must be tracked to show any approved changes made to the original drawing. The finalized and approved drawing will incorporate all of the changes and become part of the contract documents.

2.22 INSPECTION AND ACCEPTANCE

The City of Everett may inspect the truck to confirm that all systems are functional before its acceptance. The city reserves the right to inspect at any point in the manufacturing process.

2.23 DELIVERY ORIENTATION AND TRAINING

After delivery of the truck and at a time mutually agreed upon with the City, the manufacturer will supply a qualified representative to demonstrate the truck and provide initial instructions to the end users regarding the operation, care, and maintenance of the truck for a minimum period of two (2) days.

2.24 CONTRACT CHANGES

The City of Everett reserves the right to make changes, additions, or deductions from these specifications provided they conform to the general Specifications. The Supplier must not affect any change without the prior written approval of the City of Everett.

2.25 PAYMENT

Within thirty (30) days after delivery, acceptance of the items ordered, and a properly prepared invoice, but not more often than once per month, the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before

payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

DRAFT - NOT TO BE USED FOR BIDDING

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements specified in the RFP. Proposals will be evaluated on how well they meet the city's needs, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be the notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	50	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	400	

3.5 DEMONSTRATIONS

The City of Everett may request demonstrations with the highest-ranked supplier(s). The purpose of the demonstration, if requested, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and format of the demonstration.

If selected for a demonstration, the supplier must demonstrate its ability to meet the City's needs through a thorough presentation of the product and its capability. The supplier may not include any functionality that is not in the current release of the software or has not been adopted by many of the supplier's customers.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.


Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**
- 5. An evaluation copy of physical media via USB or a download for the proposed inspection software.**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double-sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

Sealed Proposal Submissions must be submitted in a SEALED ENVELOPE using the optional Proposal Opening Label (below) or clearly marked with the Proposal Number and Title to the City of Everett no later than the proposal due date and time.

URGENT – SEALED PROPOSAL ENCLOSED	
Do Not Delay – Deliver Immediately	
URGENT	 EVERETT WASHINGTON
	City Clerk's Office Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201
	RFP Number: 2025-033
	RFP Title: Drainage and Sewerline Camera Truck
	Procurement Professional: Jenny Chang, CPPB
	Supplier:

URGENT

**FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION
REQUEST FOR PROPOSAL #2025-033 DRAINAGE AND SEWERLINE CAMERA TRUCK**

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2025-033 DRAINAGE AND SEWERLINE CAMERA TRUCK

Supplier Name:

Prices must include providing all components and services detailed in the Scope of Work.

Complete the price sheet below for each part of the RFP. All components listed in Section 2 must be included in the scope and cost of this proposal.

The cost for any additional components or configurations should be broken out by specific requirement and included in the "Optional Additional Components" portion of the price sheet. Clearly identify anything mentioned in your response that would be an additional expense.

Complete Drainage and Sewerline Truck		
#	Description	Lump Sum for each Component
1.	Software, for one year, including implementation and configuration services <input type="checkbox"/> CUES <input type="checkbox"/> Or equivalent	\$
2.	Inspection Camera Apparatus Operator Computer	\$
3.	Vehicle-Mounted Wireless Internet Router	\$
4.	Complete Truck, including chassis, equipment room, and storage room	\$
5.	Mainline Inspection Camera	\$
6.	Wheeled Lateral Launch Camera System	\$
7.	Digital Side Scanning Camera System	\$
Total not including sales tax. The applicable sales tax will be applied for the total contract price.		\$

Services					
Description				Price	
Base Training				\$	
<u>Annual Software Maintenance and Support</u>					
Year 2				\$	
Year 3				\$	
<u>Annual increase for subsequent years for software maintenance and support</u>					
Year 4	%		Year 5	%	
Optional Additional Components					
Modules, Add-ons, or services			Unit of Measure		Unit Price
					\$
					\$
					\$
					\$

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire,” providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Describe your experience producing the proposed drainage and sewerline camera truck for government agencies.
- D.** Has your company already produced the truck that is being proposed? How many of these trucks have been made so far?
- E.** Discuss any impending changes in your organization that could impact the delivery and warranty of services.
- F.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** Is your company offering a CUES software system? **If the answer is no**, complete the following assessment. Mark and explain whether the software system your company is proposing either fully meets (Full), partially meets (Partial), or doesn’t meet (No) the required or desired functionality.

1. Historical inspection of general import software requirements

Functionality	D = Desired R = Required	No	Partial	Full
Enable the import of all sewer and drainage inspection data, including related metadata, from the CUES GraniteNET system into the target system, ensuring data integrity and completeness. It must also import all past inspections from historical records and comparison to current and future inspections.	R			
Import all past completed inspections from the CUES GraniteNET system. It must also import all recorded observations and their associated attributes, including, but not limited to, defect codes, severity levels, and descriptions.	R			
Import all inspection ratings and scoring data, ensuring alignment with NASSCO7 inspection standards.	R			

Import all associated videos and still images of inspections. Media files must be linked to their corresponding inspections for easy reference and retrieval.	R			
Import all relevant metadata, including, but not limited to: <ul style="list-style-type: none"> a. Inspection dates and times. b. Inspection locations, e.g., GPS coordinates and pipe segment identifiers. c. Inspector details, e.g., name and ID. d. Equipment used, e.g., camera model and calibration data. 	R			
Import any other related and associated data from the CUES GraniteNET system necessary for comprehensive inspection records.	R			
Support importing data in formats generated by CUES GraniteNET, such as database backups, export files, or XML/CSV files.	R			
Import process must include a mapping interface that allows users to align CUES GraniteNET data fields with corresponding fields in the target system. Field mappings must be saved as templates to reuse.	R			
Validate data before import to identify missing or inconsistent information. All errors detected during the import process must be logged, with detailed error messages to facilitate troubleshooting.	R			
Create detailed logs of each import process, including: <ul style="list-style-type: none"> a. Start and end times of the import. b. Number of records imported successfully. c. Number and details of records with errors. 	R			
Generate reports summarizing issues encountered during the import process for review.	R			
Provide an intuitive interface for configuring import settings, viewing logs, and resolving errors.	R			

2. Inspection software functionality requirements

Functionality	D = Desired R = Required	No	Partial	Full
Read asset data from ESRI ArcGIS web services to import all assets from drainage and sewer system into its database for use in inspection software components.	R			
Allow users to specify the scope of data to retrieve, such as geographic areas or specific asset categories.	R			
Support secure connections, including authentication methods such as API keys or tokens. Authentication to the Portal for ArcGIS instance must be configurable via: <ul style="list-style-type: none"> a. Token-based authentication. b. Built-in account authentication. c. Single Sign-On (SSO). 	R			
Allow users to create and save customer filters for dates and inspection statuses.	R			
Integrate with ESRI ArcGIS REST services (APIs) hosted within the City's Portal for ArcGIS.	R			
Group condition descriptions and codes for ease of use.	R			
Retrieve all relevant asset data, including, but not limited to: <ul style="list-style-type: none"> a. Drainage and sewer system assets, such as pipes, manholes, and catch basins. b. Associated metadata, such as asset IDs, dimensions, materials, and conditions. c. Geospatial data, such as coordinates, spatial relationships, and maps. 	R			
When importing data from the ArcGIS system to the inspection software, the software must designate mandatory and optional fields or properties for assets.	R			

<p>Include the following search features:</p> <ul style="list-style-type: none"> a. Allow users to search for assets within the system. b. Enable search functionality for inspections. 	R			
<p>Allow the definition of personnel within the organization and associate them with inspections.</p>	R			
<p>Include the following application settings.</p> <ul style="list-style-type: none"> a. Store application settings in a configuration file. b. Enable configuration backups. 	R			
<p>Allow scheduled automatic backups of the database.</p>	R			
<p>Allow users to create and save customer filters for dates and inspection statuses.</p>	R			
<p>Display live video alongside recorded video or snapshots simultaneously within the software.</p>	R			
<p>Footage synchronization.</p> <ul style="list-style-type: none"> a. Automatically enter footage readings from camera equipment into the current survey records. b. Ensure footage readings correspond directly to defect locations in both pipe graphic and tabular reports. 	R			
<p>Allow users to enable or disable multiple layers.</p>	R			
<p>All mapping settings must be savable under the user profile.</p>	R			
<p>Support the display of both ESRI basemaps and custom basemaps.</p>	R			
<p>Offline map packages must be manually or automatically switchable to the offline version when network connectivity prevents access to online maps and back to online when network connectivity is restored.</p>	R			
<p>Support the following offline data sources:</p> <ul style="list-style-type: none"> a. ESRI Mobile Map Packages. 	R			

<ul style="list-style-type: none"> b. Tile Packages. c. Vector Tile Packages. d. Offline Raster Data Sources. e. Mobile Geodatabases. 				
When importing data from the ArcGIS system to the inspection software, the software must visually differentiate mandatory fields from optional fields during inspections and when editing inspection data.	D			
<p>Include the following tree view controls:</p> <ul style="list-style-type: none"> a. List all inspections and tasks in an easy-to-view treeview-style control. b. List all assets, such as mainlines, laterals, nodes, in a treeview-style control. 	D			
Allow customization of pipeline condition descriptions and codes, including modifications and additions of codes.	D			
Allow application settings to be exported and imported for use by the same or other users.	D			
Support exporting user settings so that they can be imported to another user's profile.	D			
<p>Include predefined filters, such as:</p> <ul style="list-style-type: none"> a. Provide filters for inspections based on date, such day, month, year, last 30 days, last week, etc. b. Provide filters for inspection status, such as new, in progress, completed, etc. 	D			
<p>Allow ascending and descending sorting by asset properties such as:</p> <ul style="list-style-type: none"> a. Pipe size. b. Pipe identification. c. Structure identifications. d. Footage. e. Pipe materials. 	D			

f. Pipe diameters.				
g. Work order numbers.				
h. Street names and other geospatial notations.				
Provide dropdown menus to quickly select common information, including defects, pipe materials, survey purpose, locations, and pipe usage.	D			
Layer elements must be color-coded, with options for standard color schemes and user-configurable color schemes.	D			

3. Inspection data export and import

Functionality	D = Desired R = Required	No	Partial	Full
Can export completed inspections from the proposed inspection software to Cityworks. The system must allow configuration for: <ul style="list-style-type: none"> a. Inclusion or exclusion of certain inspection statuses. b. Specification of Cityworks Template to be used when the completed inspection is completed in Cityworks. 	R			
Include functionality to import new inspections from a defined set of Trimble Cityworks inspection work items into the inspection software as new inspection tasks to be completed.	R			
A user interface must be provided to configure data mapping between Cityworks and the inspection system. The interface must: <ul style="list-style-type: none"> a. Specify the Cityworks entity type and the entity type in the inspection software. b. Specify the task mappings between Cityworks and entity type and the inspection system software. c. Specify the criteria for setting the fields in Cityworks, such as workorder status, inspection status, and related task statuses. 	R			

d. Allow option to only Export tasks when there is an associated inspection.				
e. Allow mapping between other fields in the two systems.				
Modification of the layout of Cityworks Office or Respond UI with a custom button or other user interface control to open the completed inspection in the inspection software for further examination and review.	D			

4. Reporting requirements

Functionality	D = Desired R = Required	No	Partial	Full
Individual inspection summary reports must be available, and tabulate pipe survey results.	R			
Reports showing all defects in an inspection must be available and programmable to list specific defects observed with corresponding footage, starting and ending manhole ID numbers, structural pipe defects, laterals, collapsed pipes, and other asset properties.	R			
Grading reports must be included that show pipe material and diameter, as well as grade scores for each survey with totals.	R			
Allow users to make or create their own reports. If third-party software is necessary for report creation, the supplier must specify this and what additional software or systems are required to produce such reports.	R			

5. Scheduling export and import of data

Functionality	D = Desired R = Required	No	Partial	Full

Able to export asset data from ESRI services on an ad hoc or scheduled basis. When exporting data, detailed conflict resolution must be available.	R			
Configuration interface to schedule when the export and import jobs will happen.	R			
Automatically execute scheduled tasks without requiring manual intervention.	R			
Run as a Windows service or other service type that does not require a user to be actively logged into the computer/server where it is running.	R			
Module must send notifications via SMTP email to the designated recipients upon completion of each task.	R			
Log each execution for auditing purposes and provide detailed reports on success or failure.	R			
Email the logs at the end of jobs.	R			
Allow users to configure schedules for data export or import tasks on a daily, weekly, or monthly basis.	D			
Support custom recurring schedules, where users can define intervals, such as every 2 days or every 3 weeks.	D			
Detect and report errors during task execution and provide recommendations for resolution.	D			
SMTP email support will be anonymous or authenticated.	D			

6. Conflict resolution options for asset import

Functionality	D = Desired R = Required	No	Partial	Full
Allow users to manually review and resolve conflicts through a user-friendly interface.	R			
Enable users to select which object to retain, such as source, destination, or a custom resolution.	R			
Log all conflicts, regardless of resolution method, to a sync file with the following details:	R			

<ul style="list-style-type: none"> a. Date and time of the conflict. b. Object name involved in the conflict. c. Resolution method applied (manual or automatic). d. Error details, if any, encountered during synchronization. 				
Store in a configurable location.	R			
The logs must be formatted in a structured format (e.g., JSON or CSV) for easy analysis and integration with external reporting tools.	R			
<p>Support the following automatic conflict resolution strategies:</p> <ul style="list-style-type: none"> a. New Object Wins: always retain the object with the most recent timestamp. b. Source Always Wins: always prioritize the source object in conflicts. c. Destination Always Wins: always retain the destination object in conflicts. d. Always Skip Conflicts: retain neither object, and skip processing the conflict. 	R			
<p>If a conflict cannot be resolved using the selected method, the system must:</p> <ul style="list-style-type: none"> a. Log the unresolved conflict with an appropriate error message. b. Notify the user of the unresolved conflict. 	R			
Users must be presented with a side-by-side comparison of conflicting objects, including metadata, such as timestamps, names, and content preview.	D			
Users must be able to approve or defer resolution for individual conflicts.	D			
Allow administrators to configure the default resolution strategy for automated processes.	D			
Provide an option to clear or archive old logs to manage storage.	D			

Only users with appropriate permissions must have access to conflict resolution interfaces and logs.	D			
Maintain an audit trail of all conflict resolution actions, including the user who resolved each conflict and the selected resolution.	D			

- B.** How does your software allow users to make reports? If outside software is necessary for report creation, specify what software you are proposing and its features.
- C.** Describe how your company will meet the minimum requirements for the inspection camera apparatus operator computer. Describe the:
- CPU
 - Operating system
 - Storage
 - Graphics
 - System memory
 - Screen display
 - USB ports
 - Network ports
 - Wireless network
 - Video capture device
 - Inkjet printer
- D.** Explain the power conditioning used to protect the onboard computer system from generator power.
- E.** Describe how your company will meet the minimum hardware requirements for the wireless internet router.
- F.** Describe the truck your company is proposing. Describe how the features of the truck your company is proposing meet or exceed the features listed in Section 2. Include the truck chassis and body specifications.
- G.** Describe how your company will meet the required functions of the mainline inspection camera.
- H.** Describe how your company will meet the required functions of the wheeled lateral launch camera system.
- I.** Describe how your company will meet the required functions of the digital side scanning camera system.
- J.** Describe how your company intends to meet or exceed the features needed for the control room and equipment storage room. Identify all brands, quantities, or types of equipment that will be installed.
- K.** Provide a production timeline for this truck. Include approximate dates and deliverables.
- L.** Describe the warranty your company provides.

- M. Provide a list of complete set service parts that may be provided at the time of delivery or earlier per the City's warranty and product support requirements.
- N. If the component warranty is longer than the manufacturer's, which warranty will the manufacturer honor?
- O. Who will provide warranty repairs? Where are they located?
- P. How does your company address repairs that cannot be completed on-site at the truck location?
- Q. What is your published exterior legal "noise level" on the complete truck?

3. Communication, Customer Services, and Training

- A. Describe how your company or project manager will inform the City of Everett of any issues or challenges related to delivering the drainage and sewerline truck.
- B. Describe your response timeline to a warranty repair call.
- C. Describe the repair and parts support that your company offers.
- D. Explain the inspection process before acceptance and access during manufacturing that the City of Everett requires.
- E. How does your company determine if a repair is under warranty?
- F. Provide a proposed comprehensive training program to operators, IT staff, and maintenance personnel. Describe the topic provided and its duration. Identify how the training will be conducted, whether online or onsite.
- G. Describe any operation, maintenance, repair, and training manuals that your company will provide as part of this RFP.

4. Risk, Performance, and Quality Assurance

- A. Submit no more than three (3) completed relevant project experiences within the past five years that demonstrate successful contract performance similar in size and scope to those described in this RFP, including any government experience. Include the following for each reference:
 - a. Company name and full address.
 - b. Point of contact name, title, e-mail address, and phone number.
 - c. Contract title, number, start, and completion dates.
 - d. Contract description and order or service details.
- B. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.
- C. How long has your camera systems been available commercially?
- D. How long has your software system been available commercially?
- E. How often are the camera systems upgraded?
- F. When are upgrades or patches applied? Include particular days and times that software maintenance is scheduled.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2025-033 DRAINAGE AND SEWERLINE CAMERA TRUCK**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

SECTION 5 – ACRONYMS & DEFINITIONS

AISC: American Institute of Steel Construction.

ALI: American Lift Institute.

AMS: Aerospace Material Specifications.

ANSI: American National Standard Institute.

API: American Petroleum Institute.

ASME: American Society of Mechanical Engineers.

ASTM: American Society for Testing and Materials.

AWS: American Welding Society.

BCI: Battery Council Institute.

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City: refers to the City of Everett (“COE”), located in Washington State.

CMOM: Capacity, Management, Operations, and Management.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

DOT: Department of Transportation.

EPA: Environmental Protection Agency.

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

ESRI: Environmental Systems Research Institute, Inc.

FCC: Federal Communications Commission.

FMVSS: Federal Motor Vehicle Safety Standards.

GASB: Governmental Accounting Standards Board.

GPS: Global Positioning System.

HTMA: Hydraulic Tool Manufacturer's Association.

IFI: International Fastener Institute.

ISO: International Standard Organization.

JIC: Joint Industrial Council.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see "Supplier".

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see "Shall".

NASSCO: National Association of Sewer Service Companies.

NATM: National Association of Trailer Manufacturers.

NBS: National Bureau of Standards.

NEC: National Electrical Code.

NFPA: National Fire Protection Agency.

NTEA: National Truck Equipment Association.

OEM: Original Equipment Manufacturer.

Offeror: see "Supplier".

OSHA: Occupational Safety and Health Administration.

PACP: NASSCO's Pipeline Assessment Certification Program.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see "Supplier".

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements.

The Project Manager is the Contractor's primary point of contact and acts as the agency's representative in charge of work at the site.

Proposer: see "Supplier".

RCW: Revised Code of Washington.

Recipient: see "City".

REST: Representational State Transfer.

SAE: Society of Automotive Engineers.

Shall or Must: the terms "shall" or "must" are used whenever a specification expresses a requirement by either the City or the Supplier.

SDS: Safety Data Sheet.

SSPC: Steel Structure Painting Council.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

TMC: The Technology and Maintenance Council of the American Trucking Association.

UCC: Uniform Commercial Code.

UL: Underwriters Laboratories, Inc.

VOC: volatile organic compounds.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.

DRAFT CONTRACT

DRAFT - NOT TO BE USED FOR BIDDING



PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**") 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 Seller identified in the Basic Provisions below ("**Seller**"). This Agreement is for the purpose of the purchase by the City from Seller of one (1) drainage and sewerline truck for the City's Public Works Department. This Agreement includes and incorporates the Basic Provisions, the attached Terms and Conditions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Request for Proposals	2025-033
Seller	Enter Seller name
	Enter Seller street address
	Enter Seller city, state, zip
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Seller's Project Manager	Enter PM name
	Enter PM office city, state, zip
	Enter PM email address
Apparatus	Drainage and Sewerline Truck

Maximum Quantity of Drainage & Sewerline Trucks	1
Purchase Order Deadline	Enter last date that City may issue a purchase order for an Apparatus under this Agreement
Final Acceptance Deadline	The Final Acceptance Deadline for the truck shall be as agreed between Seller and City. The Final Acceptance Deadline will be stated on the purchase order.
Additional Provisions	Enter additional provisions, if any
Exhibits	Exhibit A: RFP 2025-033 ("RFP") Exhibit B: Seller's proposal in response to RFP ("Proposal")

IN WITNESS WHEREOF, the City and Seller have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached Terms and Conditions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Seller name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

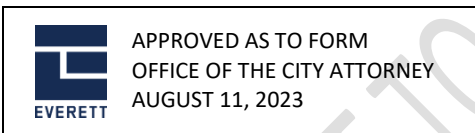
Signer's Email Address: Enter email address

Title of Signer: Enter title

Date

ATTEST

Office of the City Clerk



**ATTACHMENT TO
PURCHASE AGREEMENT
(TERMS AND CONDITIONS)**

1. **Agreement to Purchase and Sell.** Subject to the terms, conditions, and provisions of this Agreement, Seller agrees to manufacture and sell to the City, and City agrees to purchase from Seller, one or more of the Apparatus, up to the Maximum Quantity stated in the Basic Provisions.
2. **Purchase Order.** The City will issue purchase order(s) to Seller for each Apparatus that it will purchase. In order for a purchase order to be effective, it must be issued by the City prior to the Order Deadline in the Basic Provisions.
3. **Final Approved Plans.**
 - A. After purchase order issuance, Seller shall produce complete plans, drawings, and specifications for each ordered Apparatus in accordance with the requirements of this Agreement (including without limitation the requirements in the RFP scope of work) and submit them for the City Project Manager's written approval.
 - B. The complete final set of plans, drawings, and specifications for a Apparatus as approved in writing by the City Project Manager are collectively referred to in this Agreement as the "Final Approved Plans."
4. **Manufacture and Acceptance.**
 - A. Seller will manufacture and complete each ordered Apparatus in accordance with the Final Approved Plans so that the Apparatus may be accepted by the City no later than the Final Acceptance Deadline.
 - B. The City will accept a completed Apparatus after the Apparatus has passed all testing and inspections required in the RFP and is delivered to the City at the City's chosen location in Everett, Washington. The City and Seller will fully cooperate with each other to schedule and complete all required testing and inspections. The City has no obligation to accept an Apparatus not manufactured and completed in accordance with the Final Approved Plans or that has not passed all required testing and inspections. The City's acceptance of an Apparatus will be in writing and signed by the City's Project Manager.
 - C. Acceptance of an Apparatus by the City does not in any way release Seller from Seller's warranty that the Apparatus is manufactured and completed in accordance with the Final Approved Plans.
 - D. The Seller and City Project Managers may approve in writing extension(s) of the Final Acceptance Deadline(s) up to a maximum total extension of one year per Apparatus, with such approvals not unreasonably withheld. Additional extension(s) will require amendment to this Agreement as set forth in Section 11.K below, which is at each party's sole discretion.
5. **Payment.**
 - A. The City will pay Seller as purchase price for an accepted Apparatus the amounts as shown in Form 4.02 (Price Sheet) submitted by Seller in its Proposal. Any changes to the purchase price require amendment to this Agreement, as set forth in Section 11.K below.

- B. Within 30 days after Apparatus acceptance and delivery to the City of an invoice for the Apparatus, the City will pay Seller the Apparatus purchase price in full. The City will not make any payments to Seller pre-acceptance.
6. **City Termination Rights**. In addition to any other remedies the City may have under applicable law, the City may terminate without liability to Seller an already-placed order for an Apparatus in the following circumstances:
- A. Seller's material breach of this Agreement with respect to the Apparatus, which breach remains uncured 90 days after written notice thereof to Seller from the City.
 - B. Seller has not delivered the Apparatus ready for acceptance by the City by the Final Acceptance Deadline.
 - C. Prior to the Final Acceptance Deadline, the City has reasonably determined that Seller will be unable to deliver the Apparatus ready for acceptance by the City by the Final Acceptance Deadline.

In addition, the City may terminate this Agreement and order(s) hereunder if Seller is voluntarily or involuntarily dissolved, or is adjudged to be bankrupt or is subject to a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of insolvency. For the purpose of this Section, "bankrupt" shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors, insolvency, the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of Seller's obligations under this Agreement.

7. **Title/Risk of Loss**. Seller bears all risk of loss or of damage prior to the City's acceptance. Upon acceptance of an Apparatus by the City and payment in full for the Apparatus to the Seller, the Seller and the City will execute all documents necessary to transfer title of the Apparatus to the City. Seller warrants that each conveyance of an Apparatus to the City will be free and clear of all liens, security interests, and encumbrances.
8. **Other Services and Deliverables**. Seller will provide other services and deliverables as set forth in the RFP.
9. **Warranties**. Seller warrants that the manufacture and completion of each accepted Apparatus is in accordance the Final Approved Plans for that Apparatus. In addition, Seller will provide all warranties stated in the RFP or in the Proposal.
10. **Order of Precedence**. The following is the order of precedence for the Agreement, with higher-listed parts governing lower-listed parts:
- i. Purchase Order(s) (but only as to description of Apparatus ordered and its Final Acceptance Deadline; the purchase order's boilerplate terms and conditions are not part of this Agreement)
 - ii. Basic Provisions
 - iii. Terms and Conditions
 - iv. RFP
 - v. Proposal

No terms or conditions generated by Seller, whether contained in the Seller's purchase order acknowledgement or invoice or otherwise, are part of this Agreement.

11. **Miscellaneous.**

- A. **Subletting/Assignment of Contracts.** Seller shall not sublet or assign any of this Agreement without the express, prior written consent of the City Project Manager.
- B. **Independent Contractor.** Seller, its subcontractors, agents and employees are independent Suppliers performing services for the City and are not employees of City.
- C. **Indemnification.** To the extent of Seller's negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Seller hereby agrees to defend and indemnify and save harmless the City from any and all losses, claims, and liabilities arising from or relating to this Agreement. Seller'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 the Seller. Seller's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Seller specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Seller 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. This Section shall survive the expiration or termination of this Agreement.
- D. **Insurance.**
1. Seller shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Seller'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.
 - i. **Workers' Compensation Insurance** as required by applicable law and **Employer's Liability Insurance** with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Seller shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Seller covers such employees.
 - ii. **Commercial General Liability 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.
 - iii. **Business Automobile Liability Insurance** in an amount not less than \$1,000,000 per occurrence.
 2. The above 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 Seller to furnish the required insurance. The City of Everett shall be additional insured on the commercial general liability insurance and the automobile insurance.
 3. Seller shall provide the City or the City's designee with a certificate of insurance acceptable to the City Attorney evidencing the required insurance.

- E. **Audits and Inspections.** In addition to any other audit or inspection rights elsewhere in this Agreement, at any time during normal business hours and as often as the City may deem necessary, Seller shall make available to the City for the City's examination all of Seller's records and documents with respect to all matters covered by this Agreement.
- F. **Compliance with Federal, State and Local Laws.** Seller 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.
- G. **Compliance with the Washington State Public Records Act.** Seller 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 Seller. Seller shall cooperate with the City so that the City may comply with all of its obligations under the Act.
- H. **Equal Employment Opportunity.** Seller 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. Seller 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.
- I. **Waiver.** Any waiver by Seller 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.
- J. **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.
- K. **Amendment of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification of this Agreement that is signed by the Mayor of the City and an authorized representative of Seller.
- L. **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.
- M. **Notices.**
1. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 2. Notices to Seller shall be sent to its Project Manager address in the Basic Provisions.
- N. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- O. **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.
- P. **Force Majeure.** Whenever a period of time is prescribed for the taking of an action by either party hereto, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to (a) general strikes, (b) acts of

God, (c) material shortages, (d) war, (e) terrorist acts, (f) civil disturbances, (g) floods, (h) earthquakes, (i) fires, or (j) other causes beyond the reasonable control of the performing party, and, with respect to Seller's performance, any delays incurred by Seller as a result of the nonperformance or delay by the City of any of its obligations hereunder, and, with respect to City's performance, any delays incurred by City as a result of the nonperformance or delay by Seller of any of its obligations hereunder ("Force Majeure"). Any party hereto claiming a right to a Force Majeure extension shall notify the other Party immediately of the claimed right to an extension and the specific claimed basis for the extension. No Force Majeure extension shall be in total greater than six months unless approved in writing by the Mayor of the City and by an authorized representative of the Seller.

- Q. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF TERMS AND CONDITIONS

Project title: Adopt a Resolution Declaring a 2003 American LaFrance Eagle Fire Engine Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 07/02/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Resolution

Department(s) involved:
Procurement & Motor Vehicles

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
HB
Department head

Administration

Council President

Project: Resolution declaring a 2003 American LaFrance Eagle Fire Engine (J0064) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 126 Motor Vehicle Replacement

Fiscal summary statement

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

Project summary statement:

The Fire Department owns a 2003 American LaFrance Eagle Fire Engine (J0064). J0064 has 139,732 miles and is being replaced based on age, mileage, National Fire Protection Association (NFPA) requirements, maintenance cost, maintenance cost scoring, and being part of the regular vehicle replacement schedule.

J0064, with an estimated surplus value of \$15,000, will be replaced by a 2025 Pierce Enforcer Fire Engine (J0198).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2003 American LaFrance Eagle Fire Engine, J0064 surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2003 American LaFrance Eagle Fire Engine (J0064) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2003 American LaFrance Eagle Fire Engine (J0064) and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for the surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2003 American LaFrance Eagle Fire Engine(J0064);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Everett Transit Inductive Charging Infrastructure Field Installation Certificate of Completion

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 7/2/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Certificate of Completion

Department(s) involved:

Transit

Contact person:

Michael Schmieder, Director

Phone number:

425-257-7761

Email:

mschmieder@everettwa.gov

Initialed by:

MS

Department head

Administration

Council President

Project: Installation of Inductive Charging Infrastructure at Seaway and College Transit Stations

Partner/Supplier: Valdez Construction, Inc.

Location: Seaway Transit Center and College Transit Station

Preceding action: Change Order 1, [4/30/2025](#)

Fund: Transit 425

Fiscal summary statement:

The Everett Transit Inductive Charging Infrastructure Field Installation project was Physically Complete on May 13, 2025. The final contract sum was \$3,596,078.60

The project is funded in part through a Washington State Department of Transportation -Green Transportation Grant in the amount of \$1,824,000. Everett Transit local funds are allocated for the balance of construction costs.

Project summary statement:

Everett Transit's Inductive Charging Infrastructure Project provides for the installation of on-demand inductive charging capability. Four inductive charging locations will be installed at two primary station hubs: two charging bays at College Station at Everett Community College and two charging bays at Seaway Transit Station in partnership with Community Transit. Each 300KW charging bay will allow electric buses to continuously charge during layover periods, thereby maintaining a more consistent level of charge and extending the serviceable range of the vehicles. Since 2018, Everett Transit's electric buses have: Traveled more than 1.39 million clean miles; Cut diesel fuel use by more than 290,000 gallons; Eliminated significant noise pollution.

Everett Transit is committed to creating a balanced and energy efficient fleet that provides maximum value to our community and enhances the quality of life of all who live, work, leisure and travel in Everett. This project directly supports these goals.

Recommendation (exact action requested of Council):

Accept the Everett Transit Inductive Charging Infrastructure Field Installation project as complete and authorize the Mayor to sign the Certificate of Completion.

SECTION 00 65 19 - CERTIFICATE OF COMPLETION FORM

CONTRACTOR: Valdez Construction Inc.
ADDRESS: 499 NE Midway Blvd. Ste. 2
CITY: Oak Harbor STATE: WA
PROJECT TITLE: Inductive Charging Infrastructure for Field Installation
PROJECT NO. TRINDUC-650
DATE WORK COMPLETED: May 13, 2025
FINAL CONTRACT SUM: \$3,596,078.60

CONTRACTOR'S CERTIFICATION

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final statement is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final statement and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in the attached statement.

DATED at _____ this _____ day of _____, 2025
(Oak Harbor, WA)

X _____
Pete Uzunov, Project Manager, Valdez Construction

DEPARTMENT CERTIFICATIONAPPROVED DATE: May 13, 2025

I certify the attached final
statement to be true and correct
to the best of my knowledge.

X _____
Brad Chenoweth, Project Manager

X _____
Michael Schmieder, Director

ADMINISTRATION USE ONLY

Date of Final Acceptance _____

By: X _____
Cassie Franklin, Mayor

Standard Document
Approved as to Form
Office of the City Attorney
(10.22.21)

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

END OF SECTION 00 65 19



City Council Agenda Item Cover Sheet

Project title: Temporary Disposal Easement Deed to Port of Everett

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 07/02/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Temporary Disposal
Easement Deed

Department(s) involved:

Facilities/Real Property
Public Work

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Easement to Port of Everett for Snohomish River Dredge Materials

Partner/Supplier: Port of Everett

Location: 4000 Railway Avenue

Preceding action: December 18, 2019 approval of Temporary Disposal Easement
April 19, 2021 approval of First Amendment extending Easement
July 26, 2023 approval of Second Amendment extending Easement

Fund: Department fund example: 004/Admin

Fiscal summary statement:

Consideration for the proposed easement is for mutual benefits to the Port of Everett and City of Everett.

Project summary statement:

In December 2019, City Council approved a Temporary Disposal Easement allowing the Port of Everett to place clean dredge material from the Snohomish River channel onto city owned property at the end of Railway Avenue. The original agreement was for a period of 2 years, terminating on December 31, 2021. The agreement has been amended twice to extend the term – first through February 2025, and second through February 2027.

This new agreement replaces the 2019 agreement as amended and extends the term through February 2028 and provides for an updated and clarified access route to the disposal site.

The City and Port desire to continue the easement which provides a public benefit. Past dredge materials have been used for a variety of public projects, including but not limited to, near shore restoration of areas along Port Gardner Bay; on-going fairway maintenance material for city golf courses; and fill material for City and Port construction projects

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Temporary Disposal Easement Deed to Port of Everett in the form substantially as provided.

TEMPORARY DISPOSAL EASEMENT DEED

THE GRANTOR, City of Everett, a municipal corporation of Washington State, for and in consideration of the dredge material being deposited upon Grantor's property as permitted by this easement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, conveys and warrants to the Grantee, Port of Everett, a Washington public port district, its successors, assigns, agents, representatives, licensees, contractors, and subcontractors, a temporary and assignable easement and right-of-way in, on, over and across the land described in the Exhibit Map (Exhibit A) and Legal Description (Exhibit B), herein after called the "Easement Area" (collectively, the "Easement").

The Easement is for the purpose of use by the Grantee, its representatives, agents and contractors, including the right to deposit fill, spoil and waste material dredged from the Snohomish River Channel thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction, operation and maintenance of the Everett Harbor and Snohomish River Channel Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Easement Area; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The Grantee may authorize use of this Easement by the U.S. Army Corps of Engineers, as well as Grantee's successors, assigns, agents, representatives, licensees, contractors, and subcontractors.

This Easement commences on July 1, 2025, and terminates on February 29, 2028. Upon termination of this Easement, Grantee shall leave the Easement Area in a level, rough-graded condition, and shall remove all equipment, debris, and other materials from the Easement Area, excepting however that Grantee may leave all or a portion of the dredged material placed in the Easement Area subject to this Easement.

This Easement supersedes and replaces the previous easement recorded under No. 202001090615, as amended.

[signature page follow]

Dated this _____ day of _____, 2025.

CASSIE FRANKLIN, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public for the State of Washington, personally appeared Cassie Franklin, to me known to be the duly elected and qualified Mayor of the City of Everett and is authorized to execute the within instrument on behalf of said municipal corporation and acknowledged said instrument as the free and voluntary act of the corporation for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Notary Public for the State of Washington
Residing at: _____
My Commission expires: _____

Notary Seal

EXHIBIT A
Map



EXHIBIT B
Legal Description

To be provided by USACE

Project title: Non-Emergency Lift Assistance Ordinance related to licensed care facilities

Council Bill #

CB 2506-38

Agenda dates requested:

Briefing 6/25/25
Proposed Action 7/02/25
Consent
Action 7/09/25
Ordinance X
Public hearing
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Draft Ordinance
ALISA: ALF #2024-035
ALISA: NH #2024-053

Department(s) involved:

Fire, Legal

Contact person:

Dave DeMarco

Phone number:

425-257-8101

Email:

DDeMarco@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Non-Emergency Lift Assist Ordinance**Partner/Supplier:** NA**Location:** NA**Preceding action:** None**Fund:** 153/Emergency Medical Services**Fiscal summary statement:**

This draft ordinance proposes a penalty fee for licensed care facilities who access 911 for routine patient lift assists when no medical emergency is suspected. The fee is intended to discourage the use of emergency services for this purpose and may produce some small revenue, but it is not intended as a revenue stream and is not expected to have any real fiscal impact for fund 153.

Project summary statement:

This proposed ordinance penalizes licensed care facilities for accessing emergency medical services to perform routine patient lift assists in cases where no medical emergency exists. Washington Department of Social and Health Services (DSHS) routinely reminds licensed care facilities of the WAC requirement to maintain staff able to perform routine lift assists without the use of emergency services (see attached DSHS letter ALISA ALF #2024-035/ALISA NH #2024-053.)

Despite their obligation to perform these services internally, occasionally licensed care facilities utilize emergency responders to perform this work when no medical emergency exists. The proposed penalty is meant to discourage this practice and reserve valuable emergency medical services resources for medical emergencies only.

The penalty fee will be developed internally, based on the community cost to deliver this service and adjusted annually for inflation. The ordinance will not apply to registered adult family homes, nor to licensed care facilities when the patient is also experiencing a concurrent medical emergency.

If adopted, the department will undertake an 8-week educational campaign targeting all licensed care facilities within the city before imposing any penalty fees. An facility appeal process is included in the ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to Ambulance and Emergency First Aid Services, adding a Section to Chapter 3.82 of the Everett Municipal Code.



ORDINANCE NO. _____

AN ORDINANCE relating to Ambulance and Emergency First Aid Services, adding a Section to Chapter 3.82 of the Everett Municipal Code.

WHEREAS,

- A.** Use of the 911 emergency system for non-emergency uses is a detriment to the efficiency of the emergency response system and imposes unnecessary costs on the system.
- B.** The purpose of this ordinance is to discourage the use of the 911 emergency system to dispatch personnel of the Everett Fire Department for non-emergency patient lift assistance at licensed care facilities.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The following is added as a new to chapter 3.82 EMC, to be codified as EMC 3.82.110:

EMC 3.82.110

It shall be the policy and practice of the City to discourage the use of the 911 emergency system to dispatch personnel of the Everett Fire Department or its contractors and partners for non-emergency patient lift assistance at licensed care facilities.

A. Definitions

For the purpose of this section, the following terms, phrases, words, and their derivations shall have the meanings given:

“Lift assist” means a response by a fire department emergency response unit or the emergency response unit of a private contractor of the City or the unit of another public safety department providing automatic or mutual aid to the City to a state licensed care or nursing facility for the purpose of lifting a fallen patient to a pre-fall position.

“Non-emergent/emergency” means a determination, based upon an assessment by the incident commander of the emergency response unit, that there is not an emergent medical condition or medical necessity justifying the presence of the emergency unit at the facility.

“Licensed care facility” means a Washington State licensed care or nursing facility, such as a skilled nursing facility, or an assisted living facility. A registered adult family home is not included in the definition of a licensed care facility.

B. Determination of Non-Emergency Lift Assist

The incident commander of an emergency response unit dispatched to a licensed care facility will determine if an emergent medical condition or emergent medical necessity exists. If the commander determines that no emergent medical condition or emergent medical necessity

exists, but the staff of the facility desires that emergency response personnel complete a lift assist of a fallen patient, the commander shall declare the incident a non-emergency lift assist in the commander's incident report.

C. Assessment of Penalty

The Fire Chief or the Fire Chief's designee shall be authorized to issue a penalty charge to the licensed care facility for each incident determined to be non-emergency lift assist. The penalty charge may be based upon some or all of the cost to the City for response to the incident. The penalty charge may take into account mitigating circumstances. The Fire Chief or designee will as feasible consistently apply penalty amounts to licensed care facilities.

D. Administrative Decision

Notice of the imposition of penalty charge(s) under the provisions of this section shall be sent to the owner or management of the facility where the incident occurred. With respect to business premises, the owner, manager, or chief administrative agent regularly assigned and employed on the premises at the time of the incident shall be presumed to be the appropriate person to receive the notice, unless the Fire Department is previously notified otherwise in writing.

E. Appeal from Administrative Decision

1. Any party subject to a penalty under the provisions of this section shall have a right of appeal to the Fire Chief. A notice of appeal must be submitted in writing no later than ten days after issuance of the notice of the penalty and must be directed to the Fire Chief, at the address listed on the notice of penalty. The penalty is deemed final unless a notice of appeal is properly filed in accordance with this section within ten days after the issuance of notice of penalty.

2. The written notice of appeal should include the penalty reference number and must include the appellant's reasoning why the imposition of penalty charge(s) should be reconsidered.

3. Within 30 days after receipt of a written appeal (or such longer reasonable time as the Fire Chief may determine), an impartial review of the appeal shall be completed and a recommendation shall be presented to the Fire Chief for final decision, which will be reported to the appellant in writing.

4. The Fire Chief's final decision may take into account any errors in the non-emergency lift assist determination, any mitigating facts, and any other factor(s) determined relevant by the Fire Chief. The Fire Chief's final decision may affirm the appealed penalty, reverse the appealed penalty, or may waive some or all of the appealed penalty amount(s).

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.



Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 5. 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: _____



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Aging and Long-Term Support Administration
PO Box 45600, Olympia, Washington 98504-5600

October 31, 2024

ALTSA: AFH #2024-040

ALTSA: ALF #2024-035

ALTSA: ESF #2024-032

ALTSA: NH #2024-053

ALTSA: ICF/IID #2024-022

**USE OF EMERGENCY MEDICAL SERVICES
BY LICENSED AND CERTIFIED LONG-TERM CARE PROVIDERS**

Dear Administrator, Provider, or Superintendent:

This letter rescinds:

ALTSA: AFH #2022-022

ALTSA: ALF #2022-019

ALTSA: ESF #2022-018

ALTSA: ICF/IID #2022-011

ALTSA: NH #2022-033

The purpose of this letter is to remind providers and facilities when it is appropriate for facilities to call emergency medical services (EMS) or "9-1-1."

As you may know, emergency departments have reached record high wait times and EMS crews are becoming increasingly overburdened. The unintended consequences of these statistics can result in negative resident outcomes. We encourage each facility to be proactive in planning each resident/client's care and explore resources that can help support the residents/clients and community. This can include reviewing and implementing:

- Resident/client goals for treatment, advanced directives, and specifics listed on the Physician Orders for Life-Sustaining Treatment (POLST) form;
- Use of mobile x-ray, onsite urgent care, physician consult/visits, etc.;
- EMS usage in policies, procedures, and long standing practices;
- Best practices for before, during, and after a resident/client-focused 911 call; and
- Expectations to best serve residents/clients, staff, EMS, hospitals, and community resources.

Please review relevant state laws and rules pertaining to your responsibilities related to residents/clients, their medical issues, and the use of the local fire department and emergency medical services (EMS) or "9-1-1." Please remember that you are required to have sufficient and trained staff, equipment, and supplies at all times to respond to resident/client needs, including medical emergencies.

The staff must be capable of:

- Evaluating the resident/client's condition ongoing;
- Assisting the resident/client back to the pre-fall position if there are no signs of injuries; and

ALTSA Provider Letter: **USE OF EMERGENCY MEDICAL SERVICES BY LICENSED AND CERTIFIED LONG-TERM PROVIDERS**

October 31, 2024

Page 2

- Providing the EMS team with sufficient information on the resident/client's condition and observed acute changes when making the 9-1-1 call and upon arrival of the EMS.

Long-term care facilities are encouraged to:

- Utilize alternatives to an ER visit such as mobile x-ray, onsite urgent care, or MD consult/visit, etc.
- Use the guidance and educate staff and residents/clients for when EMS is called, included in the Dear Provider Letter.
- Be proactive when identifying, meeting, and addressing resident/client medical and mental health needs.

Please note that the EMS team can independently determine if the transfer to the hospital is appropriate or medically necessary depending on their own resident/client evaluation and/or medical information presented to them by facility staff. Facility staff are not required to have EMS sign a document stating they are denying the transfer. Instead, a written statement in the resident record is sufficient.

EXAMPLES WHEN TO CALL 9-1-1:

- Has an acute/serious, life-threatening medical condition or complaint. *A medical emergency can be defined as something that will result in loss of life or limb if not treated immediately.*
- Is medically unstable; or
- Has an immediate health risk.
- Examples can include:
 - Head injury with change of mental status;
 - Large burn or cut that will not stop bleeding;
 - Trouble breathing- unable to speak in full sentences; or
 - First time or longer than normal seizure.

EXAMPLES WHEN NOT TO CALL 9-1-1:

- The resident/client is medically stable;
- Health status is non-acute or not serious.
- Fall that did not result in obvious injury or mental status change;
- Need of medication or supplies that the facility is required to have/complete on site.

This letter does **not** mean that you should never call 9-1-1. When your evaluation or assessment of the resident shows that the resident may have a medical emergency, you should call 9-1-1. Please refer to the guidance below when calling 9-1-1.

**GUIDANCE* FOR
EMERGENCY MEDICAL RESPONSE AND TRANSPORT REQUESTS**

When Calling 9-1-1:	When EMS Arrives:
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ALTSA Provider Letter: **USE OF EMERGENCY MEDICAL SERVICES BY LICENSED AND CERTIFIED LONG-TERM PROVIDERS**

October 31, 2024

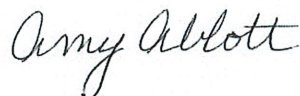
Page 3

<p>Be ready to relay the following information:</p> <ul style="list-style-type: none">• Your Name/Name of home• Address where help is needed• Call-back number• Resident information:<ul style="list-style-type: none">✓ Age✓ Gender✓ Special medical complaint or problem: "Chest pain", "Shortness of breath", "change in level of consciousness", etc.✓ Medical history relevant to or potentially impacted by the current medical event✓ Any medical treatment provided and status change. <p>Remember to call 9-1-1 again if conditions worsen.</p>	<p>Please be prepared to provide as much information as you can including:</p> <ul style="list-style-type: none">• Resident age and gender• Details of medical complaint/problem• Level of consciousness• Vital signs• Medical history• Medications• Care provided: oxygen, ECG (Electrocardiogram), IV (Intro-venous), medications, etc.• Plan and transport destination• Medical orders/directives
---	--

**This guidance includes information from King County Emergency Medical Services.*

Thank you for your continued commitment to resident health and safety. If you have any questions, please contact your local RCS Field Manager. For additional guidance regarding medical emergency response in your facility, you may contact your local fire department or EMS provider.

Sincerely,



Amy Abbott, Director
Residential Care Services

DSHS: "Partnering with People"

Related Regulatory References:

- **AFH:** Applicable sections in [Chapter 388-76 WAC](#) include -10020, -10135, -10195, -10355, -10390, -10400, and -10405.
- **ALF:** Applicable sections in [Chapter 388-78A WAC](#) include -2050, -2090, -2140, -2450, and -2600.
- **ESF:** Applicable sections in [Chapter 388-107](#) include -0240, -0410, -0760, -1580, -1590, and -1600.
- **ICF/IID:** Applicable sections in [W-Tag](#) include W186; 42 CFR 483.430 (d)(1).
- **NH:** Applicable sections in [Chapter 388-97 WAC](#) include -1000, -1080, -1260, and -1660. [F-Tags](#): F656 (42 CFR 483.21); F689 (42 CFR 483.25); F725, and F726 (42 CR 483.35).

For Behavioral Health/Mental Health Support:

RCS Behavioral Health Support Team:

- Inquiries: RCSBHST@dshs.wa.gov
- Training Requests: ALTSABHSTTRAINING@dshs.wa.gov

Project title: An ORDINANCE updating the City of Everett's Amendments to the International Property Maintenance Code, amending EMC 16.09.010

Council Bill #

CB 2506-39

Agenda dates requested:

Briefing

1st Reading 07/02/25

Proposed Action 07/09/25

Consent

Action 07/16/25

Ordinance X

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

Department(s) involved:

Public Works

Admin

Legal

Contact person:

Tony Lee

Phone number:

425-257-8812

Email:

tlee@everettwa.gov

Project: Adoption of Amendments to 2021 International Property Maintenance Codes (IPMC)**Partner/Supplier:** N/A**Location:** Citywide**Preceding action:** Ordinance update of EMC [16.09.010](#) ([3196-10](#), adopted 11/17/10)**Fund:** N/A**Fiscal summary statement:**

The purpose of this Ordinance is to amend EMC 16.09.010, so that the Everett-specific amendments are updated with consideration of the 2021 IPMC.

Project summary statement:

Under Chapter 16.005 of the Everett Municipal Code, 2021 International Property Maintenance Code ("IPMC") as published by the International Code Council, Inc. was automatically adopted by the City when it became effective.

In 2024, the Everett City Council adopted by Ordinance 4052-24 certain Everett-specific amendments to the IPMC, which are contained in EMC 16.09.010. The purpose of this Ordinance is to further amend EMC 16.09.010 to revise IPMC Section 404.3.

Recommendation (exact action requested of Council):

Adopt the amendment to Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010).

Initialed by:

RLS

Department head

Administration

Council President



ORDINANCE NO. _____

An ORDINANCE updating the City of Everett’s amendments to the International Property Maintenance Code, amending EMC 16.09.010

WHEREAS,

- A.** Under Chapter 16.005 of the Everett Municipal Code, 2021 International Property Maintenance Code (“IPMC”) as published by the International Code Council, Inc. was automatically adopted by the City when it became effective.
- B.** In 2024, the Everett City Council adopted by Ordinance 4052-24 certain Everett-specific amendments to the IPMC, which are contained in EMC 16.09.010. The purpose of this Ordinance is to further amend EMC 16.09.010 to revise IPMC Section 404.3.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Subsection O of EMC 16.09.010 is amended as follows, with underlined text added and strikeout-text deleted. Subsections other than subsection O are not amended and are provided below only for context.

16.09.010 Amendments to the International Property Maintenance Code (hereinafter referred to as the “IPMC”).

- A.** Section 101.1 of the IPMC is hereby replaced with the following:

These regulations shall be known as the International Property Maintenance Code of the City of Everett, hereinafter referred to as “this code.”

- B.** Sections 103.1, 103.2, and 103.3 of the IPMC are hereby replaced with the following:

103.1 Enforcement Procedures. The provisions of this chapter are enforced as provided in Chapter [1.20](#) of the Everett Municipal Code (“EMC”).

103.2 Enforcement Personnel.

103.2.1 Code Official. Consistent with Chapter [16.005](#), EMC, the City’s “code official,” as used by this code, is the City’s Building Official. For the purposes of Chapter [1.20](#) EMC, the City’s Building Official is also a “code enforcement officer.”

103.2.2 Code Enforcement Unit Supervisor. The Code Enforcement Unit Supervisor shall be the City Building Official's designated agent and shall hold, in common with the Building Official, all authorities, powers, and responsibilities under this code. The Code Enforcement Unit Supervisor is both a code official for the purposes of this code and a code enforcement officer for the purposes of Chapter [1.20](#) EMC. Notwithstanding any language in this code, the Building Official is authorized to enforce the provisions of this code, and the Code Enforcement Unit Supervisor exercises authority and responsibility under the direction of the Building Official.

103.2.3 Code Enforcement Officers. Day-to-day implementation, administration, and enforcement of this code shall be by the City's Code Enforcement Unit under the oversight and direction of the Code Enforcement Unit Supervisor. Individuals hired to serve as the unit's Code Enforcement Officers shall have the powers delegated to them by the City's Building Official or Code Enforcement Unit Supervisor.

- C. Section 105.5 of the IPMC is hereby deleted in its entirety and replaced with the following:

All notices and orders issued under this code shall be issued as set forth in Chapter [1.20](#) EMC.

- D. Sections 107 and 108 of the IPMC are hereby replaced with the following:

SECTION 107 MEANS OF APPEAL

107.1 Means of Appeal. Appeals are governed by the provisions of Chapter [1.20](#) EMC.

- E. Sections 109.2 through 109.5 of the IPMC are hereby deleted in their entirety.

- F. Section 111.4 of the IPMC, including Sections 111.4.1 and 111.4.2, is hereby deleted in its entirety.

- G. Sections 112.5 and 112.6 of the IPMC are hereby deleted in their entirety.

- H. Section 113.1 of the IPMC is hereby replaced with the following:

When, after review of a structure, the code official's judgment is that the structure is vacant, unsecured, and creating a public nuisance or so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, the code official shall order the owner of the premises upon which the structure is located, or the owner's authorized agent, as follows:

If the code official's judgment is that it is unreasonable to repair the structure; to demolish and remove such structure; or

If the code official's judgment is that the structure is capable of being made safe by repairs; to repair and make safe and sanitary or to board up and hold for future repair or to demolish and remove at the owner's option; or

If the code official's judgment is that there has been a cessation of normal construction of any structure for a period of more than two years; to demolish and remove such structure, or board up until future use.

Boarding the building up for future repair shall not extend beyond one year, unless approved by the code official.

I. Section 113.2 is hereby deleted in its entirety.

J. The following definition is added to Section 202, "General Definitions," of the IPMC:

"PUBLIC NUISANCE." Any condition 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.

K. Sections 302.4, 302.6, 302.8, and 302.9 of the IPMC are hereby deleted in their entirety.

L. Section 304.2 of the IPMC is hereby replaced with the following:

When it is discovered that the lack of protective treatment is causing or has caused deterioration to exterior wood or metal surfaces, the code official has the authority to determine the level of deterioration of the exterior wood or metal surfaces.

M. Section 304.14 of the IPMC is hereby deleted in its entirety.

N. Section 304.17 of the IPMC is hereby deleted in its entirety.

O. Section 404.3 of the IPMC is hereby replaced with the following:

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 6 feet 8 inches (2033 mm).

Exceptions:

~~1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.~~

21. Attic and basement rooms in one- and two-family dwellings having a minimum finished ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts, and similar obstructions.

32. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 6 feet 8 inches (2033 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

P. Section 606.2 of the IPMC is hereby updated with the following:

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

Exception: If it can be shown that the building could be constructed under the currently adopted building codes, without requiring an elevator, then an existing elevator would be allowed to be removed.

Q. Appendix A of the IPMC is adopted in its entirety.

R. Appendix B of the IPMC is not adopted.

Section 2. The following is provided for reference and may not be complete:

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 16.09.010	Ordinance 4052-24

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 6. 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: _____



To: City Council Members

From: Cassie Franklin, Mayor

Re: Appointment to Boards and Commissions

Date: June 30, 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, July 2, I will be asking for your concurrence on the following appointments:

To the Animal Shelter Advisory Board

- Skyler Haynes, Pos #A-2- term expiring 12/31/2028
- Shel Graves, Pos #3 – term expiring 12/31/2027
- Megan Ward, Pos #5 – term expiring 12/31/2030

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie Franklin'.

Cassie Franklin
Mayor, City of Everett

c. Nichole Webber and Jennifer Gregerson

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 CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- 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: July 1st

NAME (required): Carole Morgan

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Poster displayed in window of
Republican Office 2928 Wetmore



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 7-2-25

NAME (required): John Van Dalen

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): johnv@frontier.com PHONE (optional): 425 280 6396

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Thank you to Mayor and Scott Vaden
for coming to Snoh City Home Club
for Basler Field Day

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 7/2/25

NAME (required): DANIEL DUTTON

CITY (required): EUR ZIP (required): 98037 98203

EMAIL (optional): dandutton@gmail.com PHONE (optional): 425-210-9000

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

TRAFFIC SAFETY ON DAKOTA 100% & HOLLY
TWINNINGS.



This is also the street in front of the Burbano home



this is reckless driving and that mark is 39 paces long. Children at play sign

Traffic and Comp Plan 2044

Vision Zero

Traffic Safety

Local:␣	Local roadways connect traffic to Arterials, accommodate short trips to neighborhood destinations and provide local access. They generally do not have transit service or bicycle facilities. To safely accommodate non-vehicle users, they should have sidewalks on one or both sides of the roadway and marked crosswalks.␣	Rockefeller Ave.␣ Cady Rd, Dakota␣ Way␣
---------	---	---

Dakota Street

To safely accommodate non-vehicle users Should have marked crosswalks

Local News Article August 26 2022

Everett homeowner pleads with city to stop noisy, speeding drivers

Background:

Resident Luis Burbano is asking the city to address traffic noise and speed on Dakota Way.

Dakota runs Southeast between 100th St SW- to Holly Dr.

Excerpts:

The problem is so bad, Luis Burbano started a YouTube channel, posting all of the problems.

"Sometimes the cars wake up my family and my daughter. In the middle of the night, I am awake, my wife is awake, my kid is awake and my dog is barking. It's a problem for us. It really affects our quality of life."

Burbano has sent dozens of emails to the city pleading for speed humps or road modifications

The city did put up a few radar speed signs, police wrote a few tickets and public works removed the center line from the street, which is designed to slow speeds, but the problem persists.

It's really discouraging. I feel like the city let everyone down. I feel abandoned," Burbano said.



City Traffic Engineer Corey Hert says modifying the street would be too expensive, costing at least \$15,000 to \$20,000.

Asked if residents on Dakota Way will just have to live with it, Hert replied, "We're doing what we can to keep speeds down and do the enforcement necessary."

Luis Burbano did his own investigation and found that in 2020, Everett had three times the number of traffic fatalities per capita as Renton a similar sized city and four times those in Seattle

"Our top priority is the safety of cyclists and pedestrians," Hert said.

I encourage you to watch the video.

I went to Dakota yesterday to see the neighborhood because Vision Zero shows 16 crashes with 5 lane departures- Page 98 and 99

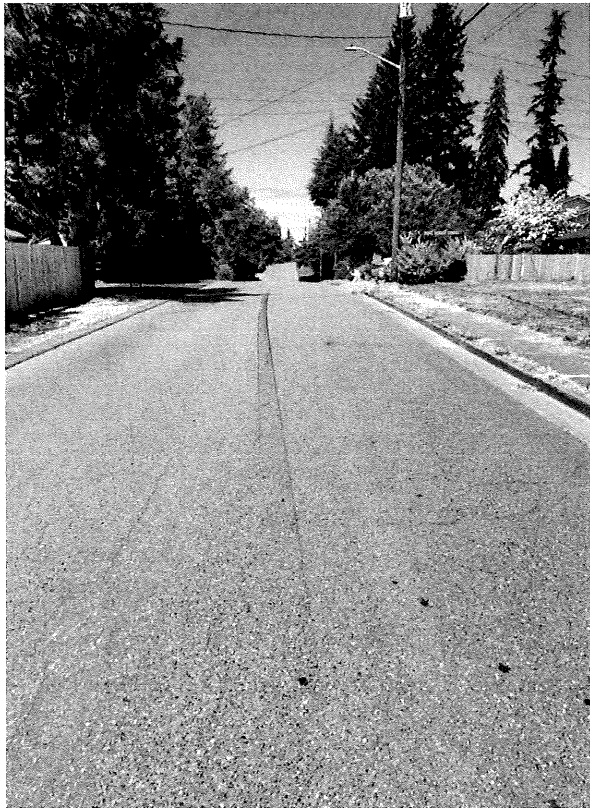
Intersection	Crashes	Critical path rate differential	Equivalent property damage only	Fatal	Serious injury	Minor injury	Possible injury	No injury or property damage only	Angle	Left turn	Rear-end	Head-on	Sidewipe	Parked vehicle	Fixed object	Barrier	Overturned	Lane departure	Speeding
Unsignalized intersections																			
4 th Avenue & 100 th Street H	58 H	2.2 H	521 H	0 H	1 H	4 H	20 H	33 H	44 H	8 H	5 H	0 H	1 H	0 H	0 H	0 H	0 H	11 H	5 H
Walnut Street & 16 th Street H	13 H	1.0 H	39 H	0 H	0 H	0 H	3 H	10 H	13 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	3 H	
Grand Avenue & 41 st Street H	12 H	0.2 H	46 H	0 H	0 H	0 H	4 H	8 H	9 H	0 H	2 H	0 H	1 H	0 H	0 H	0 H	0 H	3 H	
Fulton Street & Everett Avenue H	12 H	0.3 H	283 H	0 H	1 H	1 H	3 H	7 H	11 H	0 H	1 H	0 H	0 H	0 H	0 H	0 H	0 H	3 H	
Claremont Way & 52 nd Street H	11 H	1.4 H	79 H	0 H	0 H	2 H	2 H	6 H	9 H	0 H	0 H	0 H	0 H	0 H	1 H	0 H	0 H	3 H	
Hoyt Avenue & 38 th Street H	11 H	5.1 H	37 H	0 H	0 H	0 H	3 H	8 H	10 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	2 H	
Broadway & 24 th Street H	11 H	0.0 H	276 H	0 H	1 H	0 H	4 H	6 H	7 H	0 H	2 H	0 H	0 H	0 H	0 H	0 H	0 H	2 H	
Dakota Way & Holly Drive H	10 H	0.5 H	64 H	0 H	0 H	1 H	1 H	6 H	4 H	0 H	1 H	0 H	0 H	0 H	0 H	0 H	0 H	2 H	
Dakota Way & 100 th Street H	6 H	0.1 H	6 H	0 H	0 H	0 H	0 H	6 H	5 H	1 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	3 H	
Lombard Avenue & 37 th Street H	9 H	0.2 H	18 H	0 H	0 H	0 H	1 H	8 H	7 H	0 H	1 H	1 H	0 H	0 H	0 H	0 H	0 H	1 H	
Colby Avenue & 35 th Street H	9 H	0.2 H	43 H	0 H	0 H	0 H	4 H	5 H	6 H	2 H	0 H	0 H	0 H	0 H	0 H	1 H	0 H	1 H	
Rucker Avenue & 28 th Street H	9 H	0.6 H	18 H	0 H	0 H	0 H	1 H	8 H	9 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	2 H	
Roskefeller Avenue & 23 rd Street H	9 H	2.2 H	33 H	0 H	0 H	1 H	1 H	7 H	9 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	0 H	2 H	

Corey Hert says modifying the street would be too expensive, costing at least \$15,000 to \$20,000.

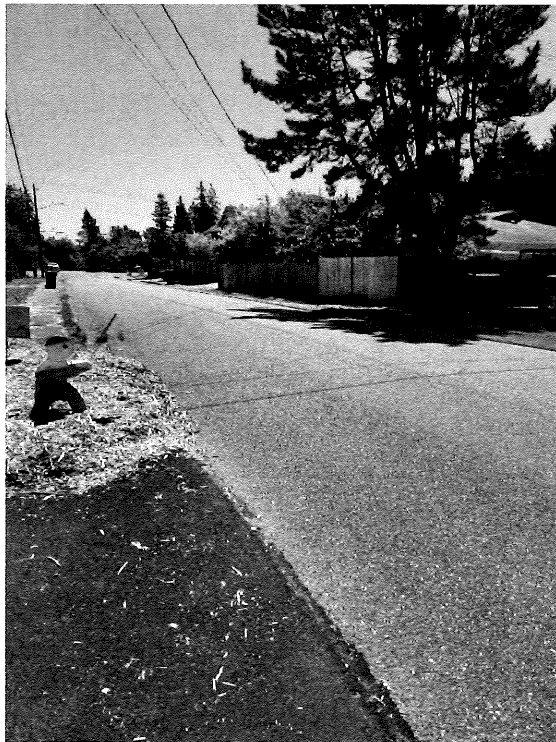
This is the street in front of the Burbano home yesterday three years later- Please notice the Slow Children at play marker



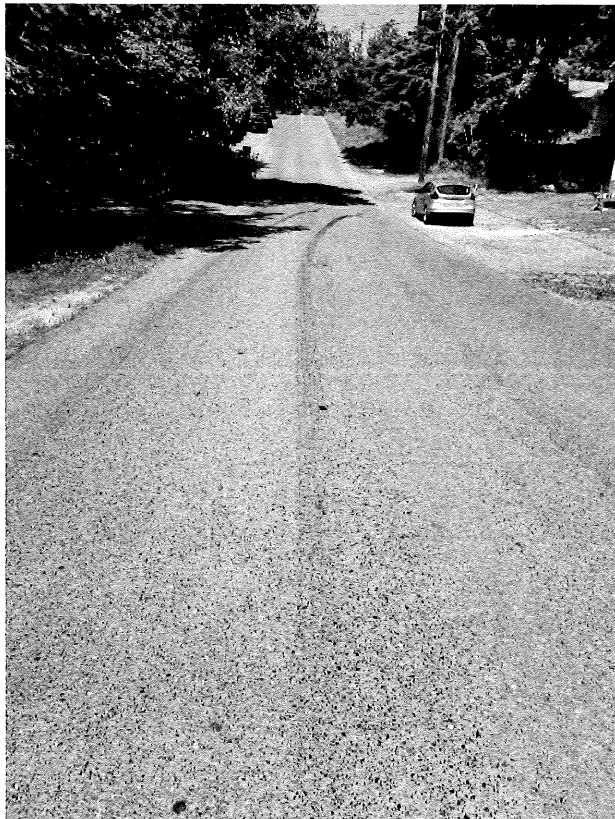
This is also the street in front of the Burbano home



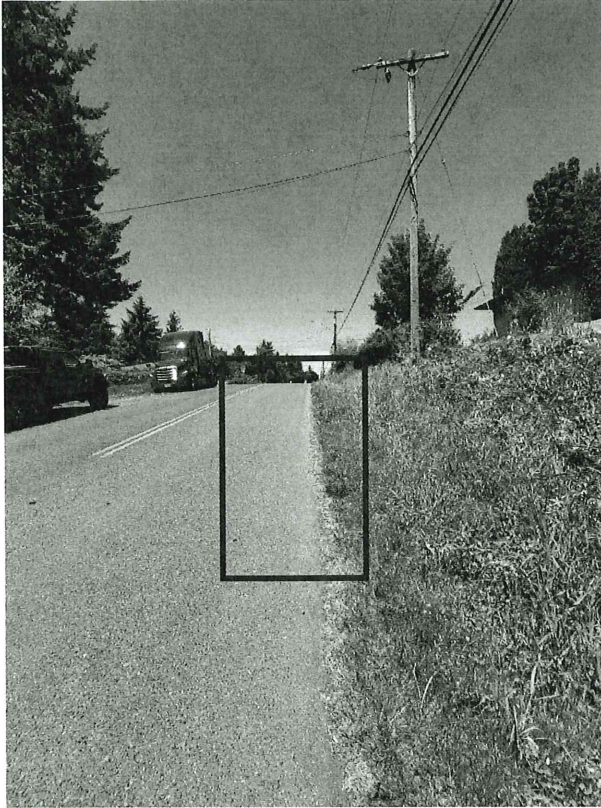
this is reckless driving and that mark is 39 paces long. Children at play sign



You can see that it goes right in front of the children at play sign.



This is 32 paces and just feet away from the previous reckless driving marks on the road



This reckless driving mark approaches a stop sign- it is 21 paces long and stops 14 paces from the intersection which clearly indicates excessive speed. Add the vehicle length to the end of the skid mark at the stop sign and this vehicle was just feet from the intersection.

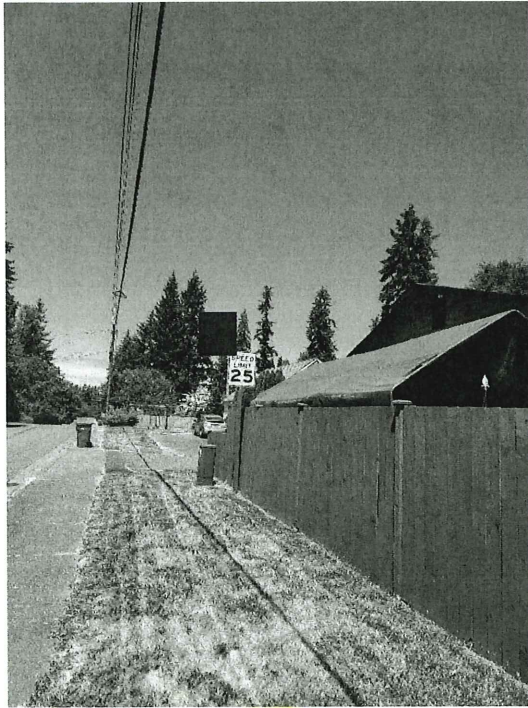
Page 92 defines Dakota as Local Roadway Local roadways connect traffic to Arterials, accommodate short trips to neighborhood destinations and provide local access. They generally do not have transit service or bicycle facilities. To safely accommodate non-vehicle users, they should have sidewalks on one or both sides of the roadway and marked crosswalks.



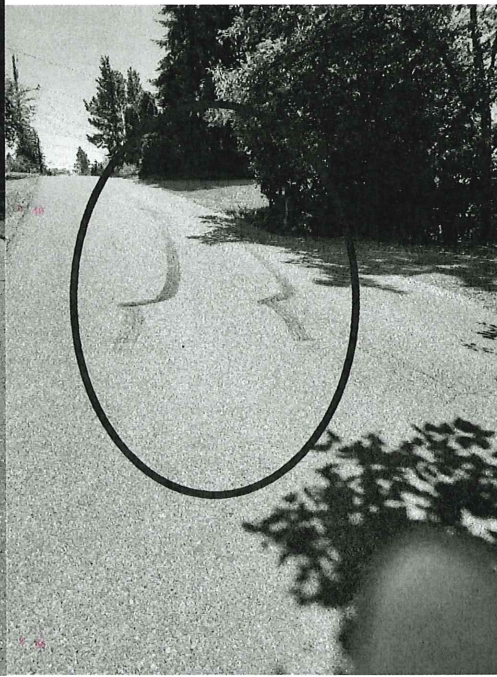
The Crosswalks are not marked.



The neighborhood is posting signs to ask traffic to slow down



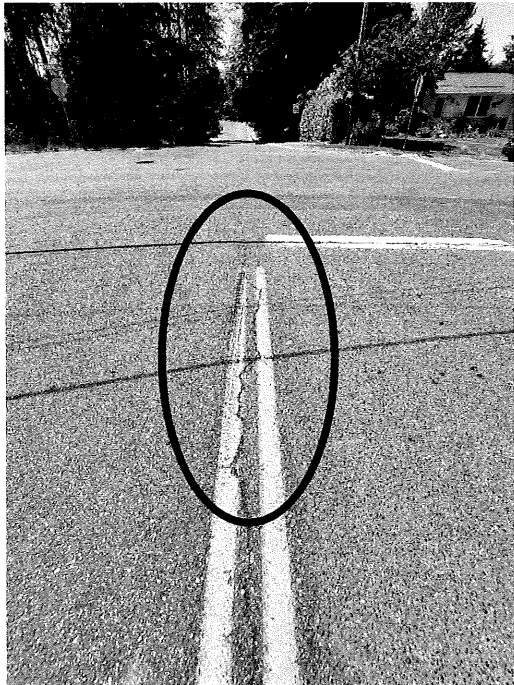
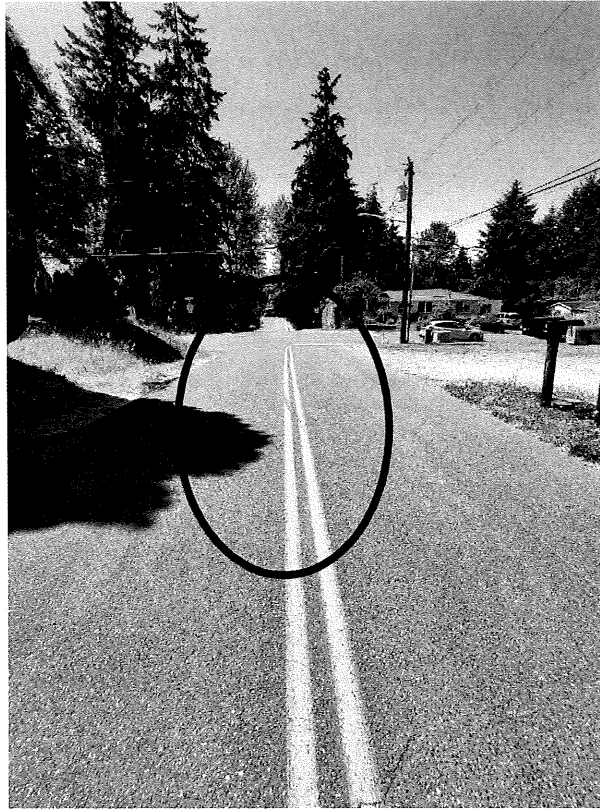
Visibility of Speed limit signs could be increased with Red Alert Flag as shown



Engineering controls can include delineated crosswalks and painted speed on the roadway as well as specific traffic messages. Why not paint the traffic message “slow” on the roadway?

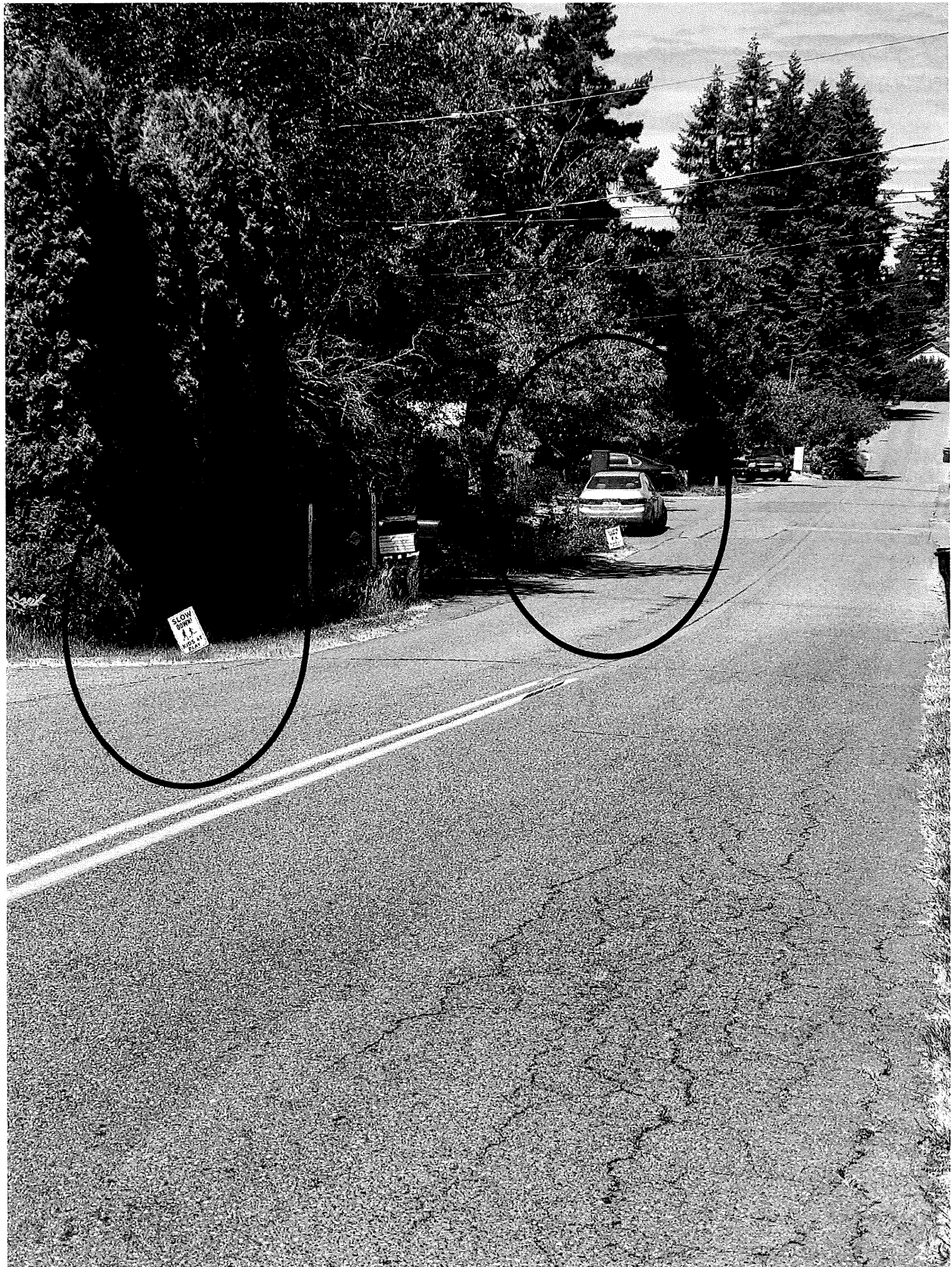


Old reckless driving marks might
fade from the road but not the
paint.



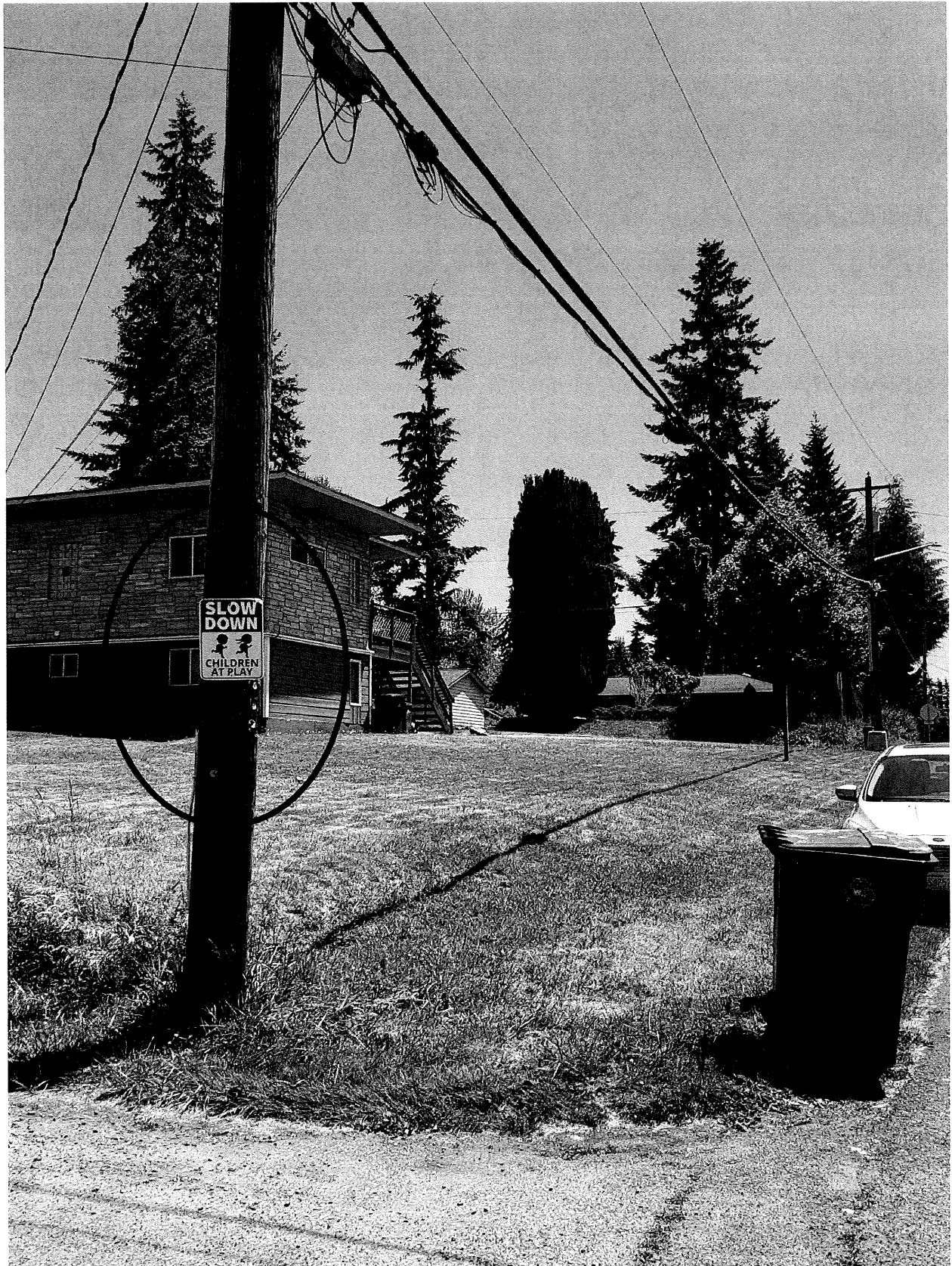
The number of Children at Play signs in this neighborhood is alarming to me and it is a plainly evident indication of parent concern

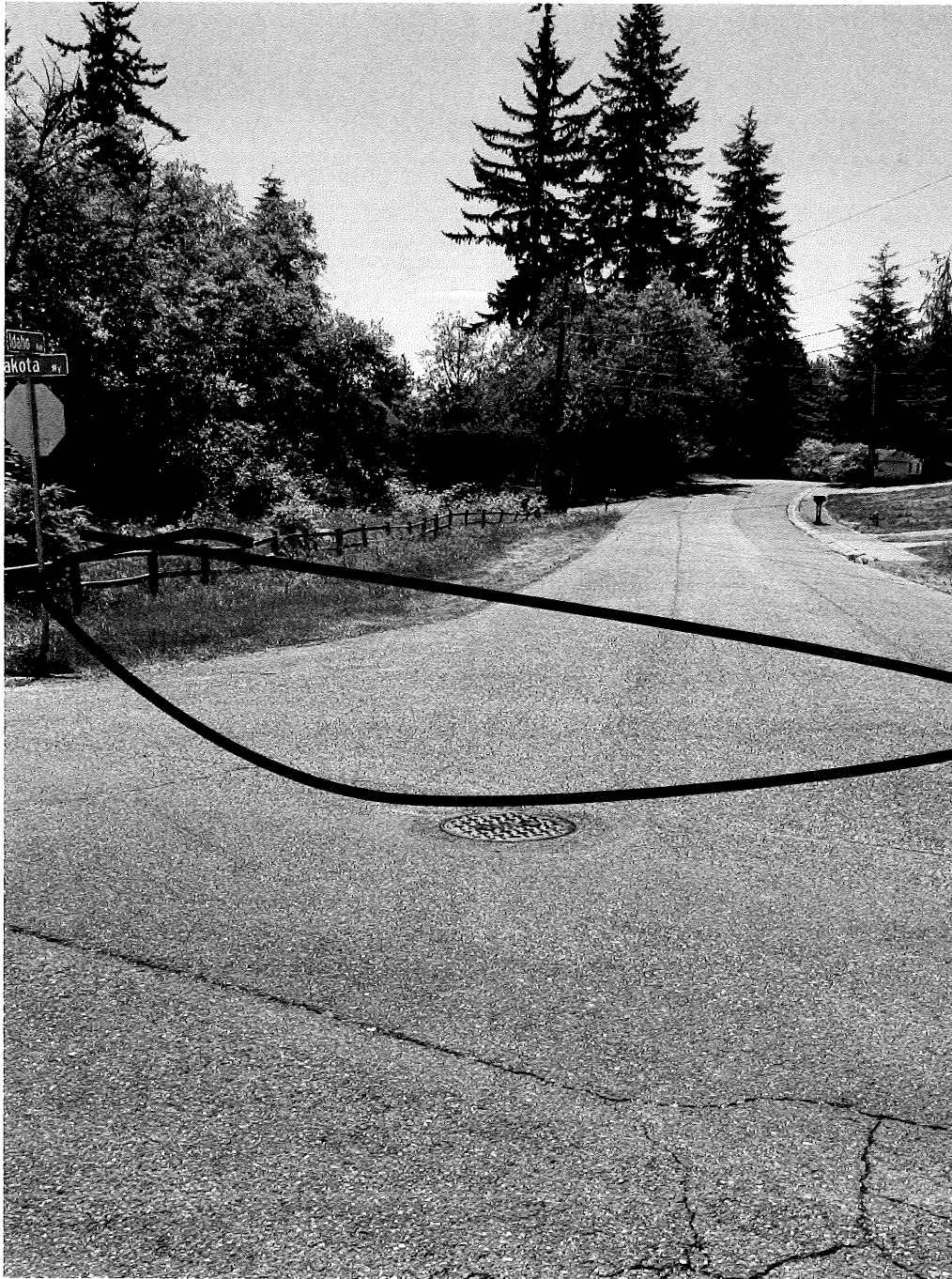






This is a good spot for a speed bump

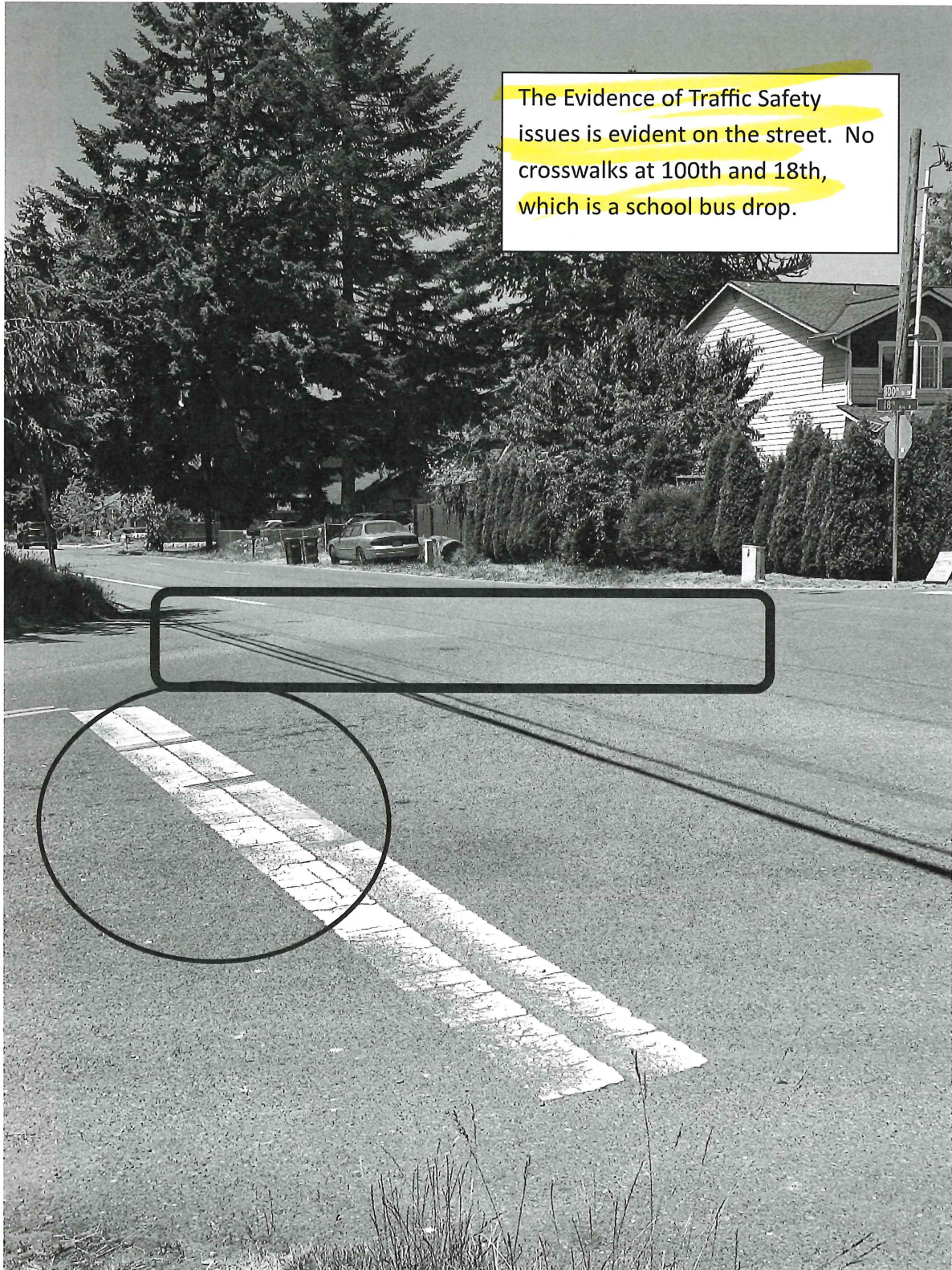


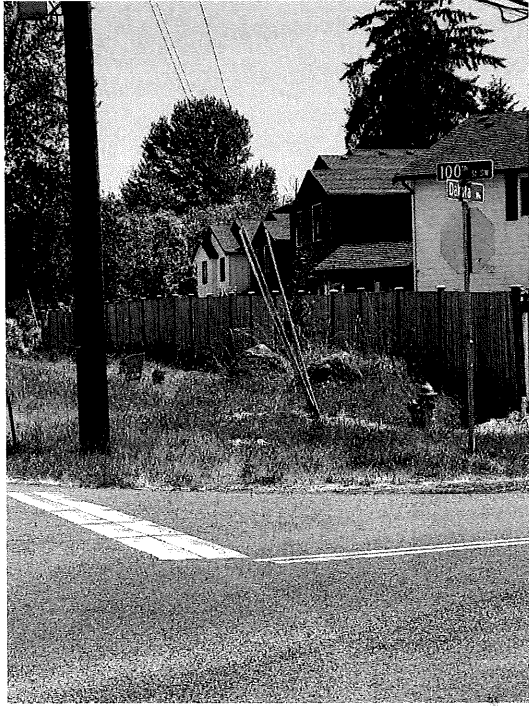


No Stop lines and no crosswalks

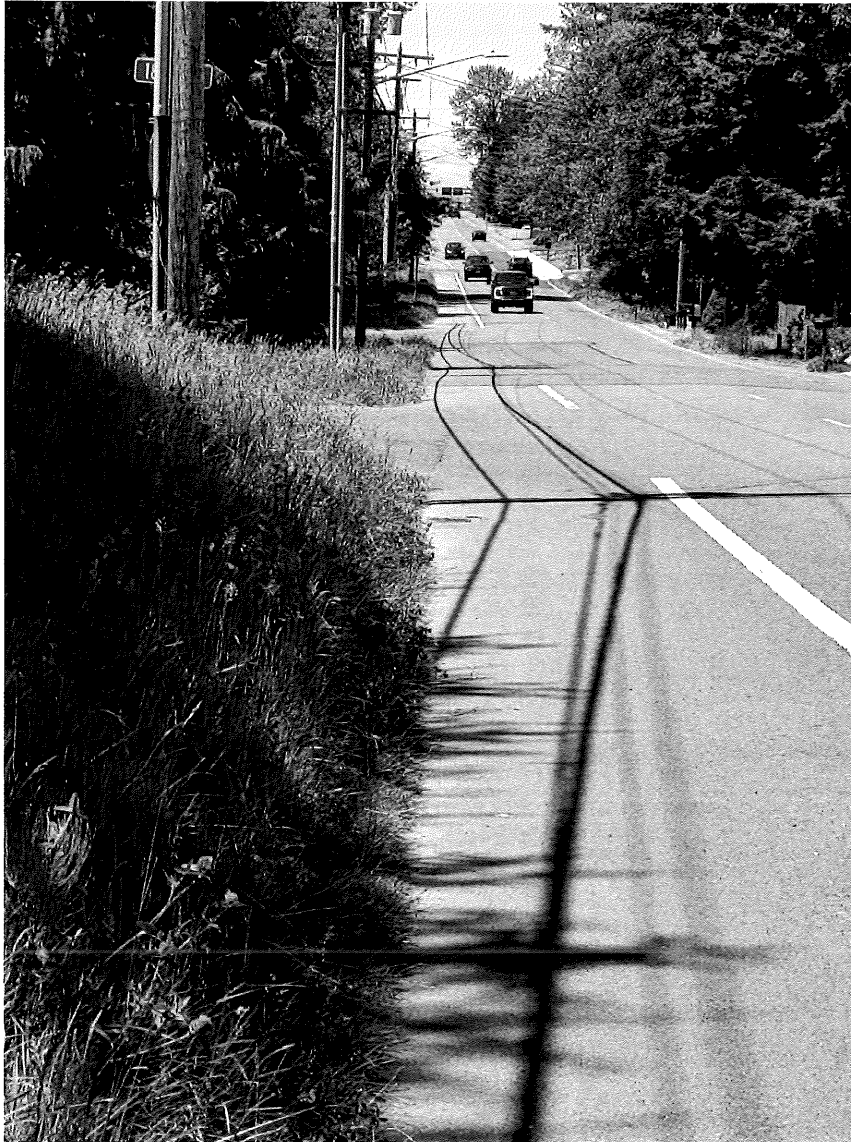


The Evidence of Traffic Safety issues is evident on the street. No crosswalks at 100th and 18th, which is a school bus drop.





This is the bike/ pedestrian lane on 100th St SW Westerly from Dakota. There is a School Bus drop at 18th Ave on the opposite side of the road.



As you see the pedestrian lane ends at the public bus stop. HOWEVER, there is no Crosswalk provided to mark the pedestrian right of way to cross 100th Street at 18th Ave W.

How can this be?



From: **L M** <luismb534@gmail.com>

Date: Fri, Dec 13, 2024 at 12:41 PM

Subject: Car passing school bus on Dakota way

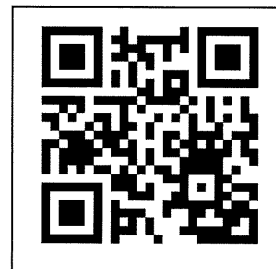
To: Cassie Franklin <cfranklin@everettwa.gov>, Corey Hert <CHert@everettwa.gov>, <Julio.Cortes@leg.wa.gov>, Jennifer Gregerson <JGregerson@everettwa.gov>, Police Internet <police@everettwa.gov>, Scott Bader <sbader@everettwa.gov>, Elizabeth Vogeli <evogeli@everettwa.gov>, <BradfordDX@mukilteo.wednet.edu>, <newstips@heraldnet.com>, <council@everettwa.gov>, Deb Williams <dwilliams@everettwa.gov>

Hello City Government,

Yesterday, I saw a car speeding and passing a bus on Dakota way, right in front of my house. In the video below, you can hear the bus honking to the car.

<https://youtu.be/gEbTp0rXAc>

If the bus was dropping kids, then the car was not supposed to the bus. If the bus was in motion, there is no reason for the car the bus since the speed limit on Dakota way is 25mph.

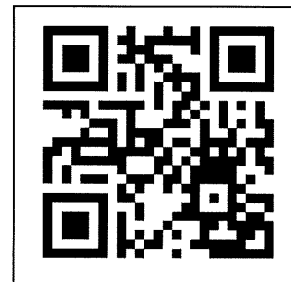


pass
to pass

Last year, in May, we had an accident at the intersection of Dakota Way and Holly Dr, in which a speeding car hit a school bus. I measured the breaking marks left by the speeding car and the result was 133ft. Please see the link below,

<https://youtu.be/n6VKhLRUXkA>

The table below shows that the speeding car was traveling way over 55mph on Holly Dr which has a speed limit of 30mph. The actual speed is hard to estimate because the car did not stop but hit the bus.



Time to Stop Your Car

The table below shows the distances it takes an average car to come to a stop on dry pavement from different speeds, including the distance traveled for just *one second* of perception and reaction time:

Speed	Perception/Reaction Distance	Braking Distance	Overall Stopping Distance	Equal to Approx Number of Car Lengths (@15 feet)
30 mph	44 feet	45 feet	89 feet	6
40 mph	59 feet	80 feet	139 feet	9
50 mph	73 feet	125 feet	198 feet	14
60 mph	88 feet	180 feet	268 feet	18
70 mph	103 feet	245 feet	348 feet	23
80mph	117 feet	320 feet	439 feet	29

In 2022, the Everett Police Department conducted a speed study on Dakota Way that showed that about 75% of cars traveled over the speed limit, with a maximum speed of 47mph. The speed limit on Dakota way is 25mph, and the distance between stop signs on Dakota way is 850ft.

Dakota Way : s/of Montana Rd
City, State : Everett, WA
Counter # : 2920

Site: 47.90453° N, 122.25383° W
9/10/2022
Saturday

Daily Speed														
Southbound														
mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200
12:00 AM	4	0	0	2	1	1	0	0	0	0	0	0	0	0
1:00 AM	3	0	1	0	0	1	1	0	0	0	0	0	0	0
2:00 AM	4	0	1	1	1	1	0	0	0	0	0	0	0	0
3:00 AM	4	0	0	0	1	1	2	0	0	0	0	0	0	0
4:00 AM	1	0	0	0	0	0	1	0	0	0	0	0	0	0
5:00 AM	10	0	0	3	2	5	0	0	0	0	0	0	0	0
6:00 AM	13	0	1	3	4	3	2	0	0	0	0	0	0	0
7:00 AM	19	1	0	2	10	4	2	0	0	0	0	0	0	0
8:00 AM	22	1	0	0	7	12	1	1	0	0	0	0	0	0
9:00 AM	24	0	0	5	12	6	1	0	0	0	0	0	0	0
10:00 AM	30	1	1	10	11	6	1	0	0	0	0	0	0	0
11:00 AM	21	1	1	6	7	4	2	0	0	0	0	0	0	0
12:00 PM	22	0	1	2	11	6	2	0	0	0	0	0	0	0
1:00 PM	34	2	2	8	11	8	3	0	0	0	0	0	0	0
2:00 PM	29	2	1	3	10	10	2	1	0	0	0	0	0	0
3:00 PM	23	0	0	3	14	5	1	0	0	0	0	0	0	0
4:00 PM	23	1	1	3	9	9	0	0	0	0	0	0	0	0
5:00 PM	17	0	0	3	5	7	2	0	0	0	0	0	0	0
6:00 PM	27	1	1	4	11	6	2	1	1	0	0	0	0	0
7:00 PM	22	1	0	3	7	7	2	1	1	0	0	0	0	0
8:00 PM	10	0	1	2	3	4	0	0	0	0	0	0	0	0
9:00 PM	5	0	1	3	1	0	0	0	0	0	0	0	0	0
10:00 PM	13	1	0	2	6	2	2	0	0	0	0	0	0	0
11:00 PM	6	0	0	3	3	0	0	0	0	0	0	0	0	0
Total	386	12	13	71	147	108	29	4	2	0	0	0	0	0
%		3.1	3.4	18.4	38.1	28.0	7.5	1.0	0.5	0.0	0.0	0.0	0.0	0.0
Average (Mean)	28.2 mph	Minimum 10.2 mph			Maximum 47.9 mph			Pace Range 22.9 - 32.9 mph 267 vehicles (69.2%)						
Percentile Speeds (mph)		10%	15%	50%	85%	90%								
		21.4	23.0	28.5	33.6	34.8								
Speeds Exceeded		25 mph	35 mph	45 mph	55 mph	65 mph	75 mph							
		74.9% (289)	8.5% (33)	0.5% (2)	0% (0)	0% (0)	0% (0)							

We could argue that only a handful of cars are driving recklessly, on Dakota way, but it only takes 1 car to hit the school bus and injure or kill a few kids. We already had an accident involving a bus last year so crashes are happening.

My 5 year old daughter rides on the school bus and I am very worried about her safety given the way people drive in South Everett. I am also frustrated with the City of Everett for not implementing speed calming devices in our communities even when the data is available and there is a record of accidents affecting school buses.

Prioritizing vehicle speed over the safety of our kids and school buses is highly irresponsible.

Please implement speed calming devices in our roads.

Luis M. Burbano

Dakota way resident

IN SUMMARY

Please install Engineering controls

Red Flag Speed Limit Signs

Add speed bumps within 100 feet of intersections at Montana and Dakota

Mark Intersections with Crosswalks at Idaho and 100th, Montana and Dakota

Add a Crosswalk and overhead crosswalk sign on 100th St and 18th/ Dakota as the bus Stop

Paint the Word "SLOW" on the roadway