



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Otak, Inc.
	2828 Colby Ave Suite 401
	Everett, WA 98201
	russ.gaston@otak.com
City Project Manager	Klayton Leingang
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	kleingang@everettwa.gov
	The consultant will provide engineering and permitting support to the City's project team throughout the design process.
Completion Date	December 31, 2027
Maximum Compensation Amount	\$296,967

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Alison Blaser, Greyling Insurance Brokerage
	(770) 927-8388
	Alison.blaser@greyling.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

OTAK, INC.



Cassie Franklin, Mayor

06/09/2025

Date



Signature: _____

Name of Signer: Russ Gaston

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

Title of Signer: Principal Engineer

06/06/2025

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 13, 2025

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

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

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

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

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

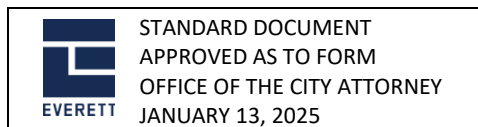


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

City of Everett Olympic Blvd Fish Barrier Culvert Replacement 5/15/2025

Description of Project

The **Olympic Blvd Fish Barrier Culvert Replacement** project aims to restore fish passage and improve stream connectivity in Howarth Park by replacing the existing culvert, which currently acts as a barrier to fish migration on Pigeon Creek 2. The City of Everett is committed to enhancing ecological function and meeting regulatory requirements by implementing a design that supports sustainable fish passage while maintaining infrastructure integrity. The project will involve detailed environmental analysis, permitting coordination, and surveying to ensure that the new culvert design aligns with habitat restoration goals and hydraulic performance standards.

Otak (Consultant) will provide **Engineering Support Services, including Options Analysis, Environmental Sciences, Permit Support, and Survey Services**, to supply critical data that informs city design decisions. This scope of work will encompass environmental assessments to evaluate habitat conditions, permitting assistance to navigate regulatory approvals, and surveying to establish accurate site conditions for design development. By integrating these services, CONSULTANT will help ensure the project meets ecological and engineering requirements while supporting the City of Everett's commitment to environmental stewardship and infrastructure resilience.

Consultant's Scope of Services for this project includes the following:

Project Management and Coordination

- Site Investigation
- Topographic Survey and Basemap
- Environmental and Permitting
- Hydraulic Modeling and Alternatives Analysis
- Geotechnical Support (HWA GeoSciences)
- Cultural Resources Review (Cultural Resource Consultants)
- Agency Meeting and Permit Facilitation
- Advertisement and Bid Support (Optional)
- Construction Engineering Support Services (Optional)
- Engineering Support (Optional)

1.0 Project Management and Coordination

The engineering support work is anticipated to last 12 months with notice to proceed in May 2025 with an option to extend for an additional 7 months with an anticipated completion in December 2026. The City's plan is for construction to occur in 2026/2027.

1.1 Project Management

This task includes administration of the contract between the CONSULTANT and the City, preparation of monthly progress reports and quality control, necessary for the Project.

The task includes all administrative services needed to coordinate with Otak's and the City's sub-consultants and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
- Prepare, monitor, and update project schedule.
- Monitor project budget.
- Prepare monthly billings and progress reports.

TASK 1.1 ASSUMPTIONS

- Notice-to-proceed will occur in May 2025 with task completion anticipated by November 2026.
- Consultant to prepare a MSFT Project schedule for their deliverables updated as needed in Microsoft Project, maintain project schedule updating quarterly
- Consultant and Sub-Consultants required to upload deliverables to Autodesk BUILD including Progress Reports and Invoices
- The additional optional tasks shown hereinafter would be budgeted under management reserves and/or a contract amendment.

TASK 1.1 DELIVERABLES:

- Progress Reports
- Monthly Invoicing
- Project Schedule and Quarterly Updates

1.2 Project Internal and External Coordination

- Schedule and coordinate with design team.
- Meetings and Meeting Minutes approximately 12 team meetings are assumed for the duration of the design activities
- Maintain regular informal contact telephone discussions, and electronic mail.
- Obtain, with assistance from the City, rights-of-entry necessary for field observations and environmental studies.

TASK 1.2 ASSUMPTIONS

- Up to 12 monthly status meetings will be held via video conference with agenda and meeting minutes.
- Project coordination to discuss work in progress will occur in biweekly, 30 minutes, and up to two workshops, via MS Teams meetings
- The City project manager will consolidate review comments and provide directions to the Otak team

- Discussing project conflicts that arise, labor resourcing
- Informal internal communications, progress check-ins, scheduling deliverables

TASK 1.2 DELIVERABLES

- Meeting Minutes
- Responses to City review comments
- Emails

2.0 Site Investigation

2.1 Desktop Review

The Consultant will gather additional existing available information from the City, County or State Agencies on Pigeon Creek 2, flooding, landslides within the basin. This includes past maintenance records, drainage complaints, photographs, stormwater infrastructure drawings, as-builts or surveys.

2.2 Site Reconnaissance/Geomorphic Survey

The team will visit the project site with the City Project Manager to inspect the existing conditions. The project survey basemap will be field verified for utility locations/conflicts, existing critical infrastructure, and access features. The ditch and culvert stormwater conveyance adjacent to Olympic Blvd will be evaluated to understand current conditions safety concerns.

As part of this task, Otak's geomorphologist and hydraulics engineer will assess the stream reach from Mukilteo Blvd to the Puget Sound outfall to assess changes in the stream channel and work performed by the City or others in the corridor, and new sources of sediment supply such as shallow slope failures or nick points forming in the channel, and where logs are holding sediment and debris. Otak's geomorphologist and hydraulic engineer will also hand measure cross sections every 100 feet beyond the survey profile between Mukilteo Boulevard and the Port Gardner Bay outfall and integrate with the LIDAR map.

TASK 2 ASSUMPTIONS

- City provides available past maintenance records, drainage complaints, photographs, and stormwater infrastructure information.
- The City will coordinate/obtain right of entry – contacting landowners and securing rights.
- The City will provide access to Howarth Park Property.
- Up to four Consultant team members will visit the project site with City staff, including the project manager, Consultant will contact outside agencies for relevant information.
- The City will advise if any additional basin planning work has been completed since Otak's study
- Otak's stormwater staff will coordinate with survey staff so that site reconnaissance will not require substantial vegetation removal
- We assume this reconnaissance will span approximately 3000 LF
- Site reconnaissance will include ArcGIS to show spatial
- The Desktop Review does not include preparing a bibliography/reviewed material summary. Information taken from the reviewed data will be incorporated into the Alternatives Analysis Technical Memorandum, as part of Task 5.

TASK 2 DELIVERABLES

- GIS graphics with annotation of culverts, size, material flowlines, profiles infrastructure, overflow paths and existing culverts, ditches.
- Markups on survey basemap for internal use and coordination with surveyors, if additional information needed.
- Existing conditions site observations memorandum including hydraulic and geomorphic constraints

3.0 Topographic Survey and Basemap - this Task was removed from the scope and is intentionally left blank.

4.0 Environmental Investigations and Permitting

Otak will provide an Environmental Permitting Plan with documentation for the National Environmental Policy Act (NEPA), the State Environmental Policy Act, and local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. Consultant assumes WSDOT will be the lead coordinator for NEPA.

For the

purposes of this Scope of Services, Consultant assumes that this project can be authorized under a

NEPA Categorical Exclusion (CE) and environmental documentation produced under this scope

of work will be based on a single preferred alternative with a closure/detour option to be selected

prior to PSE preparation and after outreach is conducted by others. Necessary work elements

associated with preparation of NEPA and documentation and coordination are assumed as

follows:

4.1 Environmental Evaluation, Delineation Field Work, and Summary Data Gathering

Early in the project the Consultant will gather relevant and available resource information about the natural and man-built environmental context of the project action. The consultant will conduct a desktop internet document review to identify known and documented environmentally sensitive areas (e.g. wetlands, streams, geologic hazards, and mapped Ecology facilities and hazmat sites). This desktop review will also include identifying other known/mapped features of potential concern including public properties/parks, historic and/or cultural resources, disadvantaged populations, and ecological/natural resources risks. The work conducted under this task will be based on internet research and review of existing documentation on the PROJECT area and vicinity.

Wetland areas need to be confirmed for absence or presence in and near work areas under and adjacent to the culvert. Field work will be conducted by Consultant's

environmental scientist(s) to delineate the stream and any wetlands and to observe the site for type/classification/ or characterization meeting all agency requirements/methods. Wetlands will be rated per the 2014 rating system.

The Ordinary-High-Watermark (OHWM) of Pigeon Creek 2 will be flagged in the field (and surveyed) in the context of the project on public property (or as right of entry is secured by others on adjacent private property). The survey of located/numbered delineation flags will be used for project related maps and information to identify critical areas for avoidance of impacts. Field findings of the reconnaissance will be described in NEPA documents to the level relevant to define the environmental context for NEPA review. A critical areas technical report will be produced by the consultant to document the methods and findings of delineation/classification and habitat assessment efforts. The study area for the wetland and stream delineation will be 100 feet from the center point of the Pigeon Creek/Olympic Drive crossing.

The consultant will also identify necessary environmental documentation data/materials as part of the background information review and site reconnaissance that may be needed to develop and meet the requirements of the National & State Environmental Policy Act (NEPA). No actual permit or regulatory documentation (NEPA and documentation) will be developed under this task. Information gathered under this task will be placed in Project Files and used in the work items related to document production subtasks.

TASK 4.1 ASSUMPTIONS

- The City shall provide rights-of-entry as needed to access Pigeon Creek 2 for delineation.
- The area on either side of Pigeon Creek 2 upstream of the existing culvert is not known to be directly accessible without specialized equipment or other means. Climbing equipment and specialized climbing operations for difficult delineation access are not provided by the Consultant.
- Field activities are assumed to involve 2 consultant staff for up to 1 days in field plus office time for data assembly and to summarize findings.
- Otak will not provide additional exhibits beyond what is shown in the scope document for insertion into permit applications
- These exhibits will be based on the City's advancements of Otak's 20% design documents

TASK 4.1 DELIVERABLES

- Environmental Permitting Plan (e.g., Permitting and Environmental Review Memorandum) listing all permitting & approvals required with a description of the process for completion.
- Technical Memorandum (e.g., Wetland and Stream Delineation and Wildlife Habitat Assessment Report) describing the findings of field investigations and baseline environmental conditions.

4.2 NEPA Documentation

The PROJECT is assumed to qualify for Categorical Exclusion (CE) under WDSOT NEPA review and is assumed to be exempt from SEPA. For this task, Consultant will draft and complete:

- Preliminary and Final NEPA CE Form
- 4(d) Regional Road Maintenance Program documentation for Endangered Species Act compliance
- Prepare an Area of Potential Effect Cultural Resources Assessment with Historic Structures Screening
- Prepare 4(f) documents.
- Consultant will assist the City to coordinate with the WSDOT staff for review and approval signatures on the CE Form and as may be needed for NEPA.

TASK 4.2 ASSUMPTIONS

- An early coordination virtual meeting will be scheduled with WSDOT Local Programs at or before the preliminary 30% design phase. Meeting facilitation will be provided by the Consultant to review the project with WSDOT for reconfirmation of NEPA documentation levels and to discuss the preferred design before NEPA documentation is produced.
 - The initial preliminary NEPA document submittal typically occurs shortly after the 60% design is submittal with a final submittal for signature near the 90% design completion level.
- No City preapplication meetings will be scheduled or conducted by the Consultant. NEPA submittal and feedback with Everett will be assumed to be handled by City staff along with clarification of any local City of Everett permit needs.
- City staff will be responsible for local City of Everett permit submittals and obtaining City permits and reviews related to any required development permit applications including administrative review, grading, site plan review, right-of-way use, and other related permits as required.
- Federal funding will require compliance with WSDOT NEPA. A NEPA CE is assumed to be the appropriate level of NEPA determination. A Preliminary and Final NEPA CE Documentation Form will be completed by Consultant for City submittal to WSDOT.
- Under NEPA, the PROJECT will require Section 106 review under the National Historic Preservation Act. A Cultural Resources APE Memo and a Cultural Resources Survey inclusive of existing site information will be prepared by Consultant for WSDOT review and coordination.
- Endangered Species Act compliance is assumed demonstrated through use of:
 - the WSDOT NEPA CE form checklist,
 - 4(d) maintenance program provisions for NMFS administrated species [4(d) compliance documentation will be prepared];

- through avoidance/minimization of any direct in-water work or any direct wetland impacts; and
- through avoidance of other impacts that may trigger Federal Formal ESA Consultation. A Biological Assessment for Formal Section 7 ESA Consultation is therefore not assumed or known to be needed at this time.
Avoidance/minimization of impacts to wetlands or Pigeon Creek 2 and avoiding triggers for Formal ESA consultation is a primary project objective. If additional documentation is requested by regulatory agencies during the design project, a supplemental scope, fee, and project delivery schedule will be prepared.
- A Letter of No Effect for ESA-listed species administered by the USFWS will be prepared to WSDOT standards.
- The Wetland and Stream Delineation and Wildlife Habitat Assessment Report completed under Task 4.1 will be provided for NEPA documentation that will describe natural environment conditions (wetland, streams, wildlife habitat) for the bridge site associated with Pigeon Creek 2 along with the methods and findings of the delineation work. The site has not been accessed, and no wetlands are known to occur in the work areas at the time of scope preparation. A detailed site reconnaissance must be conducted, and all potential work areas must be confirmed. Furthermore, for the purpose of this scope, direct in-water and instream work in Pigeon Creek 2 and wetland work/impacts are assumed to occur. Delineation field work and the project action will be limited to occur on City owned property and/or right-of-entry will have been approved by others prior to initiating any Consultant field work in Task 4.1 and no subsequent delineation efforts are assumed in this task. Temporary project-related vegetation disturbance impacts to the riparian buffer of Pigeon Creek 2 are assumed and will be described and addressed with a draft impacts assessment and vegetation restoration plan (e.g., mitigation and monitoring plan) in Task 4.3. Wetland and stream impacts are anticipated due to the nature of the project.
- A Hazardous Materials Technical Memo will be provided by the CONSULTANT to identify and describe work location, and any identified hazardous materials risks based on WSDOT hazmat screening requirements. A full Phase One Environmental Site Assessment or other hazmat investigations or cleanup actions are not assumed under this task.
- Consultant will coordinate with the City follow-up to WSDOT LPE approximately every 2-3 weeks after NEPA submittals to facilitate reviews. It is assumed the City will prepare information to submit the Preliminary CE form to WSDOT at or near the completion date of the 30% PSE and the Final CE form will be submitted to WSDOT by the City at or after 60%PS&E submittal.
- 4(f) compliance is expected to require either a temporary occupancy form or signed de minimis declaration using WSDOT's forms. Consultant will prepare the 4(f) compliance form and route for signatures. The City will work with the City's Parks Department to obtain approval of use of the parklands for 4(f) compliance.

- Noise assessment, air assessment, or visual assessment, or other special studies are not assumed to be required at this time and are not included in this scope or fee.

TASK 4.2 DELIVERABLES

- Preliminary NEPA CE Form and technical memos for; Cultural Resources; Hazmat Screening; 4(f) documentation, No Effect Letter for ESA compliance, and 4(d) RRMP documentation provided in Word format provided at or near 60% PSE submittal date for WSDOT submittal by City.
- NEPA Checklist in PDF format provided at or near 60% PSE submittal.
- Final NEPA CE Form prepared for City of Everett signature and WSDOT submittal provided by Consultant at or after 60% PS&E submittal.

4.3 Prepare JARPA Form for HPA and Facilitate WDFW HPA Submittal and Review:

The consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) and vegetation restoration and culvert monitoring plan (e.g., mitigation and monitoring plan), and will provide electronic HPA submittal with the Critical Areas Memo and selected design plans drawings for HPA permit review, assumed to occur at or near the 90% PSE phase. The City will submit the JARPA package to WDFW and the USACE. The project is expected to be self-mitigating in that permanent and temporary adverse impacts to wetlands, streams, and buffers can be offset onsite through riparian vegetation and stream habitat restoration.

TASK 4.3 ASSUMPTIONS

- A NEPA Determination will be noticed/processed/obtained by the City prior to the HPA JARPA submittal.
- JARPA submittal with proposed project drawings and quantities based on 60% design; prepared by the City with support from Otak under other tasks is assumed to be necessary due to work over Pigeon Creek 2 for the culvert replacement and in water work in the creek is assumed to occur. , the support is limited to the hours identified in the cost computation; if additional hours are needed, Otak will request a release of some management reserve budget or a contract amendment
- A site recon meeting with WDFW is assumed and no additional meetings are assumed for HPA review. Periodic email check-ins with the City and WDFW will be provided by email or virtual means by the CONSULTANT for approximately 4 weeks after the JARPA submittal to facilitate HPA review, assuming no more than a few hours per week of maximum City coordination assistance during this time.

TASK 4.3 DELIVERABLES

- Consultant correspondence via phone/TEAMS and/or email.\
- JARPA Form and Drawing Set
- Mitigation Plan, including vegetation restoration and culvert monitoring plan for regulatory compliance.
- Agency site meeting

- Draft and final documents will be provided to the City by email, to ease the electronic HPA submittal package to the WDFW by email (by the City). This will include the Wetland and Stream Delineation and Wildlife Habitat Assessment Report (prepared under Task 4.1), JARPA form and figures per USACE standards, (as described herein), mitigation and monitoring plan, and selected design drawings and available information to illustrate and describe the project for HPA review.

4.4 NPDES Construction Stormwater General Permit (CSGP)

It is unknown if construction of the PROJECT may require an acre or more of cumulative land disturbance triggering CSGP Notice of Intent (NOI) submittal. However, submitting permit coverage is advised since work will occur over and in Pigeon Creek 2 and permit coverage could be required by ecology due to potential water quality risks to the stream. If no permit is obtained prior to construction, Ecology could require coverage during construction and cause construction delays.

TASK 4.4 ASSUMPTIONS

- The City will be provided with application forms after submittal and will need to sign and return forms to Ecology and publish the required public notices.
- Permit coverage will be transferred to the Operator (Contractor) after bid award and before construction. All permit fees will be paid by the permittee and transfer of coverage will be included in the project manual.
- The Stormwater Pollution Protection Plan (SWPPP) will be provided by the Contractor in specifications and permit compliance will be addressed by Contractor.

TASK 4.4 DELIVERABLES:

- Draft specification for Contractor compliance and permittee responsibility.

5. Hydraulic Modeling and Alternatives Analysis

This task will inform you of the layout and/or alignment of the selected option. Identify and select a design solution for Pigeon Creek 2 that will minimize temporary and permanent creek and wetland impacts for replacing the existing barrier culvert with a 100% fish passible conveyance of the creek under Olympic Blvd while minimizing sensitive area impacts. Options/elements to include Box Culvert, Arch Culvert, Precast Bridge and daylighting portions of Pigeon Creek 2 for all types of structures.

5.1 Hydraulic Modeling

Otak will perform hydraulic modeling for stream and structure design to support Everett's preliminary design. Refinement of the model to support final design will be completed under a contract amendment. The goal of hydraulic modeling is to ensure that the design allows for safe fish passage. Select flows such as a fish passage design flow, summer low flow, 2-year flow, and 100-year flow will be modeled and extracted results will be used to support preliminary design.

TASK 5.1 ASSUMPTIONS

Consultant to provide modeling and modeling documentation of the options and should include:

- Problem Statement: Clearly define the problem or question the model aims to address (e.g., flood risk assessment, water distribution analysis).
- Geographic Area: Specify the location and extent of the area being modeled
- We assume the hydrologic model performed for the Surface Water Comprehensive Plan does not need to be updated, flows will be extracted from the existing, and worse-case future, conditions; however, if development in the basin requires updating the hydrologic modelling, Otak would request a contract amendment
- Model Type: SRH - 2D steady state
- Hydraulic analyses will extend from Mukilteo Boulevard to the 3000 feet downstream to outfall in Port Gardner Bay; to assess potential impacts off the project such as flooding, channel erosion or deposition, or impacts to critical habitat
- Otak will set up an existing conditions plan, and one proposed condition plan to support preliminary design; if iterations are needed to refine the proposed conditions, that would be covered under a contract amendment
- Otak will provide preliminary hydraulic results such as scour depth water flow depth, shear stress, velocity to Everett for use in streambed and structure low chord design
- Otak has budgeted up to 24 hours to coordinate with the City on how to utilize the hydraulic results for design
- Normal depth boundary condition will use hydraulic modeling
- The preliminary design included in this task will be assessing an average slope/hydraulic condition with the culvert and immediately upstream and downstream of the culvert. We anticipate that during the 60% design, the habitat features and geomorphic plane form or stream type(s) such as cascading boulders and/or step-pools will be added in the culvert, as well as upstream and downstream of the culvert. The habitat features may include a deformable bed design, to support in culvert meander bars and the installation of habitat features such as woody structures and boulders. Refinement of the preliminary hydraulic model to support the 60% design is not included in our scope and fee; Otak can add this as an amendment if needed, or the City can update the model

TASK 5.1 DELIVERABLES

- Fish Passage Basis of Design Memorandum which includes:
 - Key Findings: Summarize the key findings of the modeling study.
 - Visualization: Present the model results in a clear and concise manner (e.g., maps, tables, graphs).
 - Interpretation: Interpret the model results and their implications for the problem being addressed.

5.2 Alternatives Analysis

Two culvert alternatives will be prepared to compare culvert structure type for the culvert replacement. OTAK will evaluate suitable foundation types for the culvert(s) based on the geotechnical investigation. The pros and cons of each alternative will be provided with a comparison table, and a recommendation for a preferred alternative. The comparison table will include culvert capital construction costs, potential utility conflicts and relocation, public safety, construction challenges, maintenance considerations and ease of permitting. In addition to the comparison table the design criteria and any expected variances and 10% concept drawings will be documented in an alternatives analysis technical memorandum.

TASK 5.2 ASSUMPTIONS

- **The alternative table includes qualitative descriptions of the following criteria as being high, medium, low for comparison**
 - **Operation and Maintenance Costs: Inspection schedules, debris removal, vegetation management.**
 - **Life Cycle Costs**
 - **Structural Maintenance: Repair of cracks, joint sealing, scour protection, inlet/outlet protection.**
 - **Flood/Storm Events Response: Emergency repair costs due to washouts, sediment buildup, or structural failure.**
 - **Sediment & Fish Passage Management: Ensuring channel stability and compliance with fish passage requirements.**
 - **Risk Analysis: Assess risks such as premature failure, regulatory non-compliance, climate change impacts.**
 - **Environmental & Social Benefits: Improved fish passage, habitat restoration, flood reduction, regulatory compliance.**
- **A section of the memo will address Everett Roadway Standards Compliance Considerations including:**
 - **Evaluate the Howarth Park access road and Olympic Boulevard for conformance with Everett Design and Construction standards including sight distance, clear zone compliance, roadway widths, non-motorized facilities, mainline and intersection geometry, signage and striping**
 - **The type and alignment of the culvert replacement options shall be considered when performing this analysis.**
- **A section of the memo will address structural engineering considerations**
 - **Design work will be at a 10%-level design which would not include bridge and wall plan sheets, but would include an opinion of cost and bridge and wall options.**
- **A section of the memo will address stream design in conformance with the 2013 WDFW Water Crossing Design Guidelines.**
- **Everett will furnish traffic volume data**
- **Optional; Otak anticipates a monitoring plan will be required to meet the risk assessments identified above with an annual report for 3 years that will include routing inspections and post-storm; which will be**
- **The culvert replacement will utilize stream simulation guidelines.**

TASK 5.2 ASSUMPTIONS

- **None**

TASK 5.2 DELIVERABLES

- **An Alternatives Analysis Technical Memorandum which includes a alternative comparison table**

6. Geotechnical Support (HWA Geosciences)

The Consultant will review Geotechnical deliverables and provide coordination for the geotechnical work. The Geotechnical subconsultant Scope of Services is included in Attachment B. Boring Logs will be

included in the Geotechnical Memorandum. Geotechnical reports will be included as an attachment in Task 8.6.

TASK 6.1 DELIVERABLES

- **Review comments on draft geotechnical reports**

TASK 6.1 ASSUMPTIONS

- The geotechnical report will be utilized by Otak to guide the conceptual design of the culvert foundation, possible retaining walls, and Pigeon Creek streambed

7. Intentionally left blank.

8. Agency Meetings and Permit Facilitation

Prior to permit submittals, Consultant will arrange a meeting, preferably on-site, with applicable City, State, Tribes, and Federal resource and regulatory agency staff to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the JARPA package. After permits are submitted, the Consultant will coordinate with City staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

TASK 8.1 DELIVERABLES:

- **Meeting agenda and minutes (draft and final) for all consultations.**

9. Engineering Services Support – Management Reserve

These tasks will be individually authorized on a per task basis, if needed.

9.1 Advertisement and Bid Support

If requested, the consultant will provide responses to the bidder's questions and assistance to the City, including:

- Support for Bid Advertisement
- Respond to contractor questions when appropriate

9.2 Construction Engineering Support Services

If requested, this scope will be submitted as a supplement to the Contract. It may include services such as:

- Response to RFI's
- Review and approval of submittals
- Construction observation support
- Attendance at regular construction meetings
- Coordination directly with the contractor, as directed by City of Everett

9.3 Engineering Support

If directed by the City, the consultant will provide services needed to assist the City for unforeseen tasks related to this project that were not specifically addressed in this scope of work. Including.

Landscape Architecture Services

- Design and installation of riparian restoration or other site-specific landscape improvements.
- Incorporation of sustainable landscape strategies for habitat improvement or aesthetic considerations.

Stream Channel Design Services

- Modifications to stream channel alignment or grading to ensure optimal fish passage.
- Design and implementation of erosion control or sediment management strategies, including options for a creek diversion during construction.

Civil and Structural Engineering Services

- The City is going to lead civil and structural engineering, the consultant will provide civil and structural input to the Alternatives Analysis.

Environmental Compliance & Permitting Support

- Assistance in obtaining additional or revised permits, including NEPA, ESA compliance, or other environmental regulatory requirements.
- Mitigation design and implementation in response to unforeseen environmental concerns.

Cultural & Archaeological Assessments (Cultural Resource Consultants)

- Coordination with local tribes and cultural resource specialists if unanticipated cultural or archaeological resources are encountered.
- Performance of archaeological surveys or studies,
if required, Peer Review of Everett 30%, 60%, 90% and Final Plans, Specifications and Cost Estimates
- Otak will review these deliverables and provide written comments in red-line or matrix style as directed by the City
- If desired, Otak can meet with the City to explain the comments to collaborate solutions regarding the comments

These optional/additional services will be provided as needed, subject to approval by the City, and will be billed as per the Consultant's standard rates or agreed-upon fixed fees.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

City of Everett Olympic Boulevard Fish Barrier Culvert Replacement
Consultant Cost Computation

<i>Discipline</i>		Civil			Stormwater/Environmental								Structures		Landscape Architecture	Admin		<i>Total Hours</i>	<i>Total Budget by Task</i>
		Massie	Lauck	Kayanda	Gaston	Henrikson	Jain	Brascher	Ader	Rogers	Gray	Corrigan	Doherty	O'Connell	Schneider	Hazelquist	Tengbom		
<i>Task</i>	<i>Description</i>	Civil Engineer IX	Civil Engineer I	Engineeri ng Tech IV	Sr. PIC/Sr. PM Civil	Engineeri ng Designer IV	Civil Engineer VI	Scientist VI	Scientist IV	Sr. GIS Specialist Planner	Scientist VI	Scientist II	Civil Engineer X	Engineeri ng Designer IV	Landscape Architect III	Project Coordinat or I	Project Admin Assist		
1.0	PROJECT MANAGEMENT AND COORDINATION																		
1.1	Project Management				40		12									8		60	\$15,325
1.2	Project Internal and External Coordination	20	12		30		60				20		4					146	\$29,929
2.0	SITE INVESTIGATION																		
2.1	Desktop Review	1	1		4	50	20	2	4	4			2					88	\$13,600
2.2	Site Reconnaissance/Geomorphic Survey		4		4	60	30		72	12			2					184	\$27,250
3.0	TASK REMOVED FROM SCOPE AND FEE																		
4.0	ENVIRONMENTAL INVESTIGATIONS AND PERMITTING																		
4.1	Environment Evaluation, Delineation Field Work, and Summary Data Gathering	2	2								56	84						144	\$21,710
4.2	NEPA Documentation		8								64	80						152	\$23,268
4.3	Prepare JARPA Form for HPA and Facilitate WDFW HPA Submittal and Review	2	6		8		24		4		24	32			4			104	\$17,395
4.4	NPDES Construction Stormwater General Permit (CSGP)		2															2	\$279
5.0	HYDRAULIC MODELING AND ALTERNATIVES ANALYSIS																		
5.1	Hydraulic Modelling				16	100	60	12	16	16							24	244	\$37,934
5.2	Alternatives Analysis	8	60	24	20	100	60						24	50			10	356	\$54,774
6.0	GEOTECHNICAL SUPPORT (HWA GEOSCIENCES)																		
6.1	Geotechnical Support (HWA Geosciences)	2	2		4		4						4	4				20	\$3,981
8.0	AGENCY MEETINGS AND PERMIT FACILITATION																		
8.1	Agency Meetings and Permit Facilitation	2			8		40		40				2	2				94	\$16,028
9.0	ENGINEERING SERVICES SUPPORT - MANAGEMENT RESERVE																		
9.1	Advertisement and Bid Support																		\$3,000
9.2	Construction Engineering Support Services																		\$7,000
9.3	Engineering Support																		\$10,000
	<i>Total Hours</i>	37	97	24	134	310	310	14	136	32	164	196	38	56	4	8	34	1594	
	<i>Billing Rate (DSC x OH + DSC x 30% Profit)</i>	\$199.49	\$139.37	\$105.95	\$304.19	\$132.44	\$170.86	\$198.45	\$141.50	\$146.74	\$198.95	\$117.75	\$227.57	\$123.16	\$129.21	\$138.33	\$107.42		
		\$7,381	\$13,519	\$2,543	\$40,761	\$41,056	\$52,967	\$2,778	\$19,244	\$4,696	\$32,628	\$23,079	\$8,648	\$6,897	\$517	\$1,107	\$3,652		
	<i>Total Labor Cost</i>																		\$281,472
	<i>2026 Escalation @ 5% on 50% of Labor</i>																		\$3,518
	<i>General Expenses (Reproduction, Mileage, Misc.)</i>																		\$6,000
9.3	<i>Cultural Resource Survey - Cultural Resource Consultants</i>																		\$5,976
	<i>Grand Total</i>																		\$296,967












Otak-Olympic Blvd Fish Barrier-PSA-KL-SD

Final Audit Report

2025-06-09

Created:	2025-06-05
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvLVMvyudujZVeqHbrg-S5LTPeustSVOO

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