



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 12:30 p.m., Wednesday, October 22, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 15, 2025

Mayor's Comment: Mayor's Proposed 2026 Budget Message

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$4,339,931.02 For The Period Ending October 4, 2025, Through October 10, 2025.

Documents:

[RES_CLAIMS PAYABLE 10.10.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,691,641.10 For The Period Ending October 4, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 21.PDF](#)

(3) Adopt Resolution Authorizing Electronic Fund Transfers In The Amount Of \$8,210,092.92 For The Period February 1, 2025 Through February 28, 2025.

Documents:

[EFT COUNCIL RESOLUTION 2025-2.PDF](#)

(4) Adopt Resolution Authorizing Electronic Fund Transfers In The Amount Of \$8,757,968.54 For The Period March 1, 2025 Through March 31, 2025.

Documents:

[EFT COUNCIL RESOLUTION 2025-3.PDF](#)

(5) Authorize The Mayor To Sign Amendment No. 3 To The Right Of Entry Agreement For The Boeing Company Related To The City Owned Property Commonly Identified As Snohomish County Tax Parcel Number 28040300100100.

Documents:

[AMEND 3 TO RIGHT OF ENTRY AGREEMENT APN 28040300100100.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 3 To The Right Of Entry Agreement For The Boeing Company Related To The City Owned Property Commonly Identified As Snohomish County Tax Parcel Number 29043400404100.

Documents:

[AMEND 3 TO RIGHT OF ENTRY AGREEMENT APN 29043400404100.PDF](#)

(7) Authorize The Mayor To Sign The Professional Services Agreement With Brown And Caldwell, Inc., To Provide Engineering Consultant Services For The WPCF Headworks Replacement Project For Total Amount \$8,998,917.

Documents:

[BROWN AND CALDWELL INC_WPCF HEADWORKS REPLACEMENT
PSA.PDF](#)

(8) Authorize The Mayor Or Her Designee To Apply For, And If Awarded, To Sign All Necessary Documents And Agreements For The DWSRF Planning And Engineering Loan Up To \$500,000.

Documents:

[DWSRF_WFP STANDPIPE REPLACEMENT DESIGN LOAN.PDF](#)

(9) Authorize The Mayor To Sign An Agreement With The Everett History Museum For The Long-Term Loan Of Henry M. (Scoop) Jackson Artifacts.

Documents:

[SCOOP JACKSON ARTIFACT LOAN AGREEMENT.PDF](#)

(10) Authorize Mayor To Sign Partial Property Damage Settlements And Releases In The Form Substantially As Provided.

Documents:

[GRAND AVENUE PARTIAL SETTLEMENT.PDF](#)

PROPOSED ACTION ITEMS:

(11) CB 2510-54 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled “41st Street To Rucker Avenue Corridor Phase 2” Fund 303, Program 123, And Repealing Ordinance No. 3869-22. (3rd & Final Reading 10/29/25)

Documents:

[CB 2510-54.PDF](#)

(12) CB 2510-55 – 2nd Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "41st Street To West Marine View Drive Corridor Improvements" Fund 303, Program 091, As Established By Ordinance No. 3468-15. (3rd & Final Reading 10/29/25)

Documents:

[CB 2510-55.PDF](#)

(13) CB 2510-56 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled City Of Everett Police Boathouse Project, Fund 342, Program 054 To Accumulate All Design Costs. (3rd & Final Reading 11/5/25)

Documents:

[CB 2510-56.PDF](#)

(14) CB 2510-57 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Cedar Hall & Recreation Building Demolition", Fund 342, Program 055 To Accumulate All Costs For The Project. (3rd & Final Reading 11/5/25)

Documents:

[CB 2510-57.PDF](#)

ACTION ITEMS:

(15) CB 2509-53 – 3rd & Final Reading – Adopt An Ordinance Amending Ordinance 3957-23 Deleting The Expiration Provision So That The Ordinance Providing For Service Facility Buffer Zones Continue In Effect Until December 31, 2027, And Add New Reporting Requirements.

Documents:

[CB 2509-53.PDF](#)

(16) Adopt A Resolution Establishing Prohibited Areas Related To Areas Of Drug Trafficking.

Documents:

[RES_FALL 2025 SODA UPDATE.PDF](#)

PUBLIC HEARING & BRIEFING:

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 checks against the City of Everett for the period October 4, 2025 through October 10, 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	2,698.51
003	Legal	19,433.50
004	Administration	6,250.00
005	Municipal Court	354.98
009	Misc Financial Funds	7,763.40
010	Finance	308.65
024	Public Works-Engineering	11,755.94
026	Animal Shelter	286.00
032	Fire	875.00
TOTAL GENERAL FUND	\$	49,725.98

Fund	Department	Amount
101	Parks & Recreation	11,846.57
110	Library	17,087.77
112	Municipal Arts	3,516.80
120	Public Works - Streets	2,947.18
130	Develop & Const Permit Fees	120.00
138	Hotel/Motel Tax Fund	5,090.00
145	Cum Res/ Real Prop Acq.	3,000.00
146	Property Management	26,588.29
152	Cum Res/Library	1,088.70
153	Emergency Med Svc	23,588.47
155	Capital Reserve Fund	53,455.60
156	Criminal Justice	7,652.82
162	Capital Projects Reserve	46,293.06
197	CHIP Loan Program	1,796.85
308	Riverfront Development	616.00
336	Water & Sewer Sys Improv Project	656,997.90
342	City Facilities Const.	1,257,099.38
401	Public Works-Uilities	139,153.46
425	Public Works-Transit	1,464,227.46
440	Golf	145,783.01
501	MVD - Trans Services	135,099.43
503	Self-Insurance	17,509.60
505	Computer Reserve	48,402.53
508	Health Benefits Reserve	11,114.58
637	Police Pension	5,347.74
638	Fire Pension	43,912.87
661	Claims	125,650.65
670	Custodial Funds	35,218.32

Councilperson introducing Resolution

TOTAL CLAIMS	4,339,931.02
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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 October 04, and checks issued October 10, 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	13,741.44	7,204.52
003	Legal	105,158.50	26,223.41
004	Administration	50,683.54	8,130.86
005	Municipal Court	86,762.42	25,140.72
007	Personnel	55,452.95	15,282.44
010	Finance	128,999.09	32,274.70
015	Information Technology	129,662.82	35,187.59
018	Communications and Marketing	47,313.09	7,092.84
021	Planning & Community Dev	137,632.22	36,107.68
024	Public Works	240,434.85	68,193.56
026	Animal Shelter	61,165.70	19,665.34
030	Emergency Management	8,446.91	2,410.13
031	Police	1,308,305.88	311,487.71
032	Fire	781,086.17	209,828.19
038	Facilities/Maintenance	97,334.27	33,235.02
101	Parks & Recreation	154,138.36	49,222.09
110	Library	110,200.44	34,250.41
112	Community Theatre	9,108.95	2,382.51
120	Street	79,892.00	24,322.19
153	Emergency Medical Services	422,375.15	103,811.25
197	CHIP	8,107.61	1,779.93
198	Community Dev Block	4,110.32	1,138.57
401	Utilities	969,572.62	319,322.48
425	Transit	547,184.23	182,182.58
440	Golf	45,669.58	13,766.04
501	Equip Rental	89,101.99	29,640.00
		<u><u>\$5,691,641.10</u></u>	<u><u>\$1,599,282.76</u></u>

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 claims made by electronic transfer against the City of Everett for the month February 1 through February 28 2025, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	198,356.25
101	Park	17,475.45
110	Library	1,379.63
112	Community Theater	73.48
120	Streets	4,478.34
126	Moter Vehicle/Equip Repl	9,841.03
138	Hotel/Motel	1,057.24
145	ESCROQ	310.50
146	Parking Lot Reserve	902.89
151	Animal Reserve	14,068.92
152	Library Reserve	114.14
153	EMS	19,131.25
155	Gen Gov Spec Proj	2,922.03
156	Criminal Justice	6,395.45
336	Water/Sewer System Imprpov	1,267,214.51
342	City Facilities Construction	818.75
354	Parks Capital Construction	490.79
401	Utilities	389,946.66
402	Solid Waste Utility	1,913.85
425	Transit	26,383.67
430	Everpark Garage	2,203.71
440	Golf	106,305.86
501	Transportation Services	121,217.40
503	Self-Insurance Fund	490,910.69
505	Computer Reserve Fund	7,073.04
507	Telecom	2,960.92
508	Health Benefits Reserve	1,265,955.19
637	Police Pension	98,802.35
638	Fire Pension	91,878.54
661	Payroll Withholding	4,058,547.95
670	Custodial Funds	962.44
TOTAL CLAIMS		
BY ELECTRONIC TRANSFER		8,210,092.92

Councilmember 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 claims made by electronic transfer against the City of Everett for the month March 1 through March 31 2025, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	274,366.48
101	Park	38,810.10
110	Library	3,768.76
112	Community Theater	854.26
119	Public Works - Street Imp	800.48
120	Streets	7,926.26
126	Moter Vehicle/Equip Repl	185.00
138	Hotel/Motel	2.94
145	ESCROQ	304.50
146	Parking Lot Reserve	972.90
151	Animal Reserve	13,248.11
152	Library Reserve	2,547.08
153	EMS	28,720.32
155	Gen Gov Spec Proj	2,686.57
156	Criminal Justice	44,242.21
197	CHIP	82.60
354	Parks Capital Construction	638.35
401	Utilities	448,161.23
402	Solid Waste Utility	1,317.94
425	Transit	36,008.10
430	Everpark Garage	2,061.63
440	Golf	67,062.91
501	Transportation Services	108,188.36
503	Self-Insurance Fund	324,494.31
507	Telecom	48,343.63
508	Health Benefits Reserve	1,894,421.96
637	Police Pension	96,578.28
638	Fire Pension	108,045.62
661	Payroll Withholding	5,241,861.60
670	Custodial Funds	1,249.52
TOTAL CLAIMS		
BY ELECTRONIC TRANSFER		8,757,968.54

Councilmember Introducing Resolution

Passed and approved this ____ day of _____, 2025

Council President



City Council Agenda Item Cover Sheet

Project title:

Amendment No. 3 to the Right of Entry Agreement for the Boeing Company Related to the City Owned Property Commonly Identified as Snohomish County Tax Parcel Number 28040300100100

Council Bill # *interoffice use***Agenda dates requested:**

Briefing

Proposed action

Consent 10/22/25

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amendment No. 3

Department(s) involved:

Real Property

Legal

Contact person:

Bob Leonard

Phone number:

+1 425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Powder Mill Gulch RCRA Corrective Action Agreed Order DE 96HS-N274

Partner/Supplier: The Boeing Company

Location: Powder Mill Gulch

Preceding action: December 11, 2023 - Amendment No. 2

Fund: N/A

Fiscal summary statement:

No monetary exchange.

Project summary statement:

The Powder Mill Gulch Corrective Action involves the investigation and cleanup of trichloroethylene (TCE) contamination in groundwater and surface water at the Boeing Everett site. The Washington State Department of Ecology (Ecology) oversees the cleanup, which includes implementing engineering controls, such as recirculation channels and extraction wells, to manage groundwater flow and remove contaminated water. The objective is to reduce TCE concentrations in the Powder Mill Gulch plume and meet state cleanup levels for the environment. The city owns two parcels within Powder Mill Gulch that are affected by the Corrective Action.

Amendment No. 3 extends the timeframe of the Right of Entry granted to Boeing for sampling on the city's property to coincide with the actual completion of the corrective action.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 3 to the Right of Entry Agreement for the Boeing Company related to the City owned property commonly identified as Snohomish County Tax Parcel Number 28040300100100.

**AMENDMENT NO. 3 TO
RIGHT-OF-ENTRY AGREEMENT
for The Boeing Company**

This Amendment No. 3 to Right-of-Entry Agreement (this "Amendment") is entered into as of _____, 2025, between The City of Everett, ("City") and The Boeing Company ("Boeing") and amends the Right of Entry Agreement dated May 28, 2014 as amended by Amendment No. 1 dated June 28, 2018 and Amendment No. 2 dated December 11, 2023, (the "Agreement") related to the City owned property commonly identified as Snohomish County Tax Parcel Number **28040300100100**, between the same parties.

In consideration of the mutual promises of the parties set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term

The City and Boeing agree that the term of this Agreement shall be extended until Boeing receives a No Further Action letter or its equivalent from the Washington State Department of Ecology under Powder Mill Gulch RCRA Corrective Action Agreed Order DE 96HS-N274, and Boeing has removed all related equipment from the site and completed any necessary restoration work.

2. Status of Agreement.

Except as expressly set forth in this Amendment, the Agreement continues in full force and effect in accordance with its terms. This Amendment may be signed with AdobeSign, which is fully binding.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the day and year first written above.

The Boeing Company

The City of Everett

Name: David Gorman
Title: Authorized Signatory

Cassie Franklin/Mayor

Attest:

Office of the City Clerk



City Council Agenda Item Cover Sheet

Project title:

Amendment No. 3 to the Right of Entry Agreement for the Boeing Company Related to the City Owned Property Commonly Identified as Snohomish County Tax Parcel Number 29043400404100

Council Bill # *interoffice use***Agenda dates requested:**

Briefing

Proposed action

Consent 10/22/25

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amendment No. 3

Department(s) involved:

Real Property

Legal

Contact person:

Bob Leonard

Phone number:

+1 425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Powder Mill Gulch RCRA Corrective Action Agreed Order DE 96HS-N274

Partner/Supplier: The Boeing Company

Location: Powder Mill Gulch

Preceding action: December 11, 2023 - Amendment No. 2

Fund: N/A

Fiscal summary statement:

No monetary exchange.

Project summary statement:

The Powder Mill Gulch Corrective Action involves the investigation and cleanup of trichloroethylene (TCE) contamination in groundwater and surface water at the Boeing Everett site. The Washington State Department of Ecology (Ecology) oversees the cleanup, which includes implementing engineering controls, such as recirculation channels and extraction wells, to manage groundwater flow and remove contaminated water. The objective is to reduce TCE concentrations in the Powder Mill Gulch plume and meet state cleanup levels for the environment. The city owns two parcels within Powder Mill Gulch that are affected by the Corrective Action.

Amendment No. 3 extends the timeframe of the Right of Entry granted to Boeing for sampling on the city's property to coincide with the actual completion of the corrective action.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 3 to the Right of Entry Agreement for the Boeing Company related to the City owned property commonly identified as Snohomish County Tax Parcel Number 29043400404100.

**AMENDMENT NO. 3 TO
RIGHT-OF-ENTRY AGREEMENT
for The Boeing Company**

This Amendment No. 3 to Right-of-Entry Agreement (this "Amendment") is entered into as of _____, 2025, between The City of Everett, ("City") and The Boeing Company ("Boeing") and amends the Right of Entry Agreement dated August 28, 2013 as amended by Amendment No. 1 dated May 16, 2018 and Amendment No. 2 dated December 11, 2023, (the "Agreement") related to the City owned property commonly identified as Snohomish County Tax Parcel Number **29043400404100**, between the same parties.

In consideration of the mutual promises of the parties set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term

The City and Boeing agree that the term of this Agreement shall be extended until Boeing receives a No Further Action letter or its equivalent from the Washington State Department of Ecology under Powder Mill Gulch RCRA Corrective Action Agreed Order DE 96HS-N274, and Boeing has removed all related equipment from the site and completed any necessary restoration work.

2. Status of Agreement.

Except as expressly set forth in this Amendment, the Agreement continues in full force and effect in accordance with its terms. This Amendment may be signed with AdobeSign, which is fully binding.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the day and year first written above.

The Boeing Company

The City of Everett

Name: David Gorman
Title: Authorized Signatory

Cassie Franklin/Mayor

Attest:

Office of the City Clerk

Project title: Professional Services Agreement with Brown and Caldwell, Inc., for WPCF Headworks Replacement Project

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 10/22/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Services Agreement

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: PSA with Brown and Caldwell, Inc.

Project: WPCF Headworks Replacement

Partner/Supplier: Brown and Caldwell, Inc.

Location: Water Pollution Control Facility

Preceding action: Funding Ordinance ([03/05/2025](#))

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

Project funding is provided by Fund 336 – Water and Sewer System Improvements Fund. The programmed available funding for engineering and design of this project is \$10,000,000.

Project summary statement:

Public Works seeks a Professional Services Agreement with Brown and Caldwell, Inc. for engineering analysis and design services for the WPCF Headworks Replacement Project for a total amount not to exceed \$8,998,917. Brown and Caldwell, Inc was selected through a competitive Request for Qualifications process.

The headworks structure is a key piece of wastewater treatment infrastructure at the Water Pollution Control Facility. It was constructed in 1983-1984 and has been upgraded and repaired many times since. The headworks structure needs complete replacement due to ongoing and increasing internal structural degradation and process equipment deterioration.

Headworks replacement is being implemented in two phases, engineering assessment and design and construction.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Brown and Caldwell, Inc., to provide engineering consultant services for the WPCF Headworks Replacement Project for total amount \$8,998,917.



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	Brown and Caldwell, Inc.
	701 Pike Street, Suite 1300
	Seattle, WA 98101
	dbergdolt@BrwnCald.com
City Project Manager	Zach Brown
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	zbrown@everettwa.gov
	Engineering services for the WPCF Headworks Replacement Project.
Completion Date	December 31, 2028
Maximum Compensation Amount	\$8,998,917.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Jillian Loges
	816-960-9492
	jloges@lockton.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: Yes If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? Answer: N/A - Service Provider has 25 or more employees “DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF). “Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.
Additional Provisions	The attached General Provisions are amended as follows: The following is inserted after the first sentence of <u>Section 2</u>: “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.” <u>Section 4.E</u> is amended to read as follows: “If Service Provider fails or refuses to correct its work when so directed by the City, and when such work is, in the reasonable determination of the City, not in accordance with this Agreement, 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.” In the first sentence of <u>Section 10</u>, the word “conduct” is replaced with “willful misconduct.”
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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**

BROWN AND CALDWELL, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Dave Bergdolt

Signer's Email Address: dbergdolt@brwnncald.com

Title of Signer: Northwest Area Manager

Date

ATTEST

Office of the City Clerk



APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

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

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

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

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

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

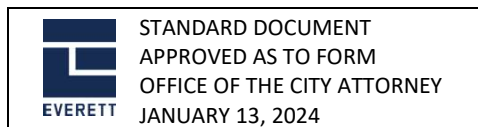


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

EXHIBIT A SCOPE OF WORK

City of Everett

Water Pollution Control Facility Headworks Replacement Project

Project Understanding

The City of Everett (City) operates the Everett Water Pollution Control Facility (WPCF) for the protection of regional water quality through the safe treatment and disposal of wastewater from over 180,000 residents. The WPCF is located on a 350-acre site on Smith Island, bordered by Interstate 5, the Snohomish River, and Union Slough. The facility has a designed treatment flow of 40.3 million gallons per day, providing secondary treatment through parallel mechanical and biological processes. The plant's service area spans approximately 15 square miles and includes a combined system in the North End and separated systems in the South End. It is also a service provider to neighboring municipalities, including Alderwood, Mukilteo, and Silver Lake water and sewer districts.

The WPCF headworks, constructed in the early 1980s, is the entry point to one of the City's most critical pieces of wastewater infrastructure. This multi-story structure provides uninterrupted operation with frequent 24-hour wet weather influent flows up to 100 million gallons per day (mgd) and peak instantaneous flows that have exceeded 250 mgd. Decades of continued service in a highly corrosive environment have led to facility degradation, key mechanical systems are beyond their service life, and the structure is seismically vulnerable. The following scope of work outlines the initial design phase for replacing the WPCF headworks.

Scope of Work Summary and Work Breakdown Structure

This scope of work reflects alternatives analysis through intermediate design services for construction of a new WPCF headworks facility. This scope of work assumes GC/CM delivery and was developed prior to the preliminary design, and as such, the configuration and requirements of the headworks facility were not yet defined. As a result, design assumptions were made regarding facility layout, process needs, and mechanical systems for level of effort budgeting, which included development of a preliminary drawing and specification lists (see Attachment A). This drawing list, which includes 362 sheets, and the following scope of work outline the key components anticipated for the headworks facility upgrade. These elements are intended to guide project scoping and budget development and will be further evaluated during the alternatives analysis phase. These features include the following:

- Construction of a new pile-supported headworks structure designed to house all major preliminary treatment processes, including influent pumping, screening, and grit removal.
- The structure will be fully enclosed and will include an integrated electrical room required for the associated headworks process mechanical equipment.
- Installation of four parallel Archimedes screw pumps located at grade elevation, upstream of the screening equipment.
- Placement of five parallel mechanical bar screens with ¼-inch spacing, located on the second story of the headworks building.
- Each screen channel will be equipped with upstream and downstream stainless steel slide gates to facilitate channel isolation.
- A bypass channel to accommodate screen isolation for maintenance and emergency flow conditions.
- A conveyor system will be installed to transport screenings from the bar screens to an offloading bay integral to the headworks structure.

- Installation of three vortex-style grit separation units, located downstream of the screen channels, to remove inorganic solids from the plant influent flow.
- A grit pumping system will be housed in a dedicated room adjacent to the grit separation units for grit handling and transfer.
- A Parshall flume and ultrasonic sensor will be installed downstream of each screen for process and flow monitoring.
- A standalone carbon-based odor control system will be constructed adjacent to the headworks building to mitigate odors generated from the preliminary treatment processes. The odor control system includes the associated ductwork and ventilation systems.
- Rerouting of the five existing influent pipelines to the new headworks structure and installation of flow monitoring on pipelines not currently monitored.
- All process equipment will be integrated with the plant's existing SCADA system for automated operation and monitoring.
- Building design includes lighting, HVAC, and fire suppression systems.
- A new septage receiving station will be located immediately adjacent to the headworks facility to accommodate hauled waste from external sources. The septage receiving station will include coarse debris screening, storage tank(s), and data logging for haulers.
- A 24,000 square foot ground improvement, constructed adjacent to the headworks building, for enhanced ground stability and seismic resiliency.
- A new bypass system will be constructed on the existing influent piping located on the western side of the Snohomish River. The bypass system will facilitate isolation of the parallel 30-inch diameter influent pipelines.

Following completion of the intermediate design phase, the project team will reassess the scope and budget to reflect the actual headworks facility design requirements. At that time, an amendment will be issued to:

- Incorporate revised scope elements based on confirmed design criteria, facility configuration, and construction packaging.
- Update the scope and design budget to include project phases 700, 710, 720, and services during construction.
- Identify and formally include any work previously considered out-of-scope, as outlined in the following document, due to initial design uncertainties.

This future amendment will ensure the project remains aligned with technical, operational, delivery method, and financial expectations as the design progresses.

This scope of work (Exhibit A) for the design of the project herein includes the eleven phases identified in black text in the following table. The initial project contract includes scope and budget for phases 100 through 650 and phase 780. The scope and budget will be amended during intermediate design to include phases 700, 710, 720, and services during construction.

Project Control and Design Tasks	
Phase 100	Project Control
Phase 150	Owners Advisor Services
Phase 200	Design Management
Phase 300	Subconsultants
Phase 350	Cost Estimating
Phase 400	Alternatives Analysis
Phase 450	Basis of Design
Phase 500	Site Preparation Package
Phase 600	Preliminary Design
Phase 650	Intermediate Design
Phase 700	Final Design ^a
Phase 710	Bid Documents ^a
Phase 720	Services During Bidding and Conformed Documents ^a
Phase 780	Unanticipated Services

a. Phase not included in initial design contract.

Exhibit B – Budget provides the work breakdown into subphases and tasks with accompanying fees for project tracking and control.

Schedule

The anticipated design schedule for this project is presented in the following table. This scope of work is predicated on these activities/milestones occurring within a two year duration.

Estimated Project Schedule		
Activity		Duration
1	Alternatives Analysis	October 2025 – March 2026
2	Basis of Design	March 2026 – June 2026
3	PRC Application, Contractor Solicitation, and Negotiations	October 2025 – October 2026
4	GC/CM Contractor Onboarded	October 2026
5	Package 1 - Site Preparation Package Design	June 2026 – March 2027
6	Package 1 - NTP Site Preparation Package	May 2027
7	Package 2 Headworks - Preliminary Design	June 2026 – November 2026
8	Package 2 Headworks - Intermediate Design	December 2026 – April 2027
9	Package 2 Headworks - Final Design	May 2027 – July 2027
10	Package 2 Headworks - GC/CM Negotiation Period	August 2027 – October 2027

Scope Descriptions

The phase and task descriptions below include a statement summarizing the objective of the phase or task, activities that will be completed during the individual tasks, task assumptions, work products, and deliverables designating which service or item will be provided by the BC team. City staff activities required to complete tasks are noted where applicable. Scope assumptions applicable to the overall project are described below.

Project-level assumptions:

- This scope of work covers the project through completion of the final design and preparation of the construction documents in response to the contractor negotiation period.
- All deliverables will be in electronic format; no printed copies will be provided. Any final work products that require signing and sealing by a Professional Engineer will be digitally signed and sealed.
- The City will provide the templates for the Division 00 and 01 specifications, which will be modified by Brown and Caldwell (BC) to incorporate specific requirements for this project.
- Design standards will be in accordance with 2024 IBC and ASCE 7-22.
- Work products include internal materials prepared in support of project execution but may not be formally delivered to the City. These work products will be available upon request. Work products may include the Field Work Safety Plan, Quality Management Plan, and the BIM Execution Plan. Deliverables are formal documents or reports that will be delivered to the City upon completion of a task.
- Invoices will be charged on the Phase level and will not include any task level charges.
- The City's project manager (PM) will coordinate the location for, and City staff participation in, project meetings, field work, and workshops.
- Unless otherwise specified, meetings and workshops will be held virtually via Microsoft Teams.
- City PM will provide timely, consolidated staff review comments on draft deliverables. City review periods will be identified in project schedules.
- Mileage for in-person meetings and site visits is budgeted assuming the visits are to the WPCF starting from the BC Seattle office located at 701 Pike Street, Seattle, WA, 98101.
- Meeting agendas and notes will be prepared by BC.
- The City will provide any available plans, construction records, asset information, operational data, and access to plant staff for workshops and interviews to facilitate required research for the project.
- Headworks record drawings, staff interviews, and existing geotechnical reports provided the basis on which this scope of work has been planned. Discovery of new, unforeseeable, or latent issues associated with the existing site and facilities as uncovered through additional data collection (Phase 300) may result in the need for project plan, scope, and budget changes.
- Work extent and sequence: The scope of work and budget allocation to each phase and task are based on assumptions regarding how the work is envisioned to proceed. Given the nature of investigatory and design work, the actual level of effort required for each phase/task may require reallocation of funds from one phase to another.
- BC will document any proposed phase budget reallocations and all requested changes to this scope of work using a Project Change Request (PCR) Form or Budget Reallocation Request. The BC PM will collaborate with the City PM to develop an approach for addressing the change(s). The City PM will review all changes and provide BC with written approval to modify the existing scope, schedule, and budget prior to proceeding with any new or modified work activities.

Phase 100 – Project Control

This phase comprises all project management related activities, including project setup; scope, schedule, budget, and team coordination management; progress report development; technical quality oversight; and regulatory and stakeholder coordination

Task 110 – Project Management

Objective: Manage the project, including scope, schedule, budget, team coordination, and risk. Provide the City with regular updates on progress through meetings and reports.

Activities/Approach

Provide management, direction, coordination, and control of all project work and associated management of project scope, schedule, budget, subconsultants, technical advisory oversight, and monthly progress reports and invoices. This task includes the following activities:

- Develop a Project Management Plan (PMP), including project scope, budget, schedule, risk register, and decision log.
- Develop and maintain a Field Work Safety Plan, including annual updates, documenting potential field work hazards, personal protection equipment, and emergency information.
- Plan and conduct both internal and external project kickoff meetings attended by key BC and City staff.
- Maintain the PMP including scope, schedule, and budget.
- Maintain the project risk register and decision logs to aid in collaborative decision making.
- Supervise project staff and manage the BC budget and schedule.
- Prepare monthly project status reports. Progress reports will identify budget status, progress status, activities of the previous month, and upcoming activities.
- Prepare agenda and presentation materials for project kickoff meeting. The kickoff meeting will include a project overview and goal setting session to establish the City's critical success factors and priorities for this project.
- Prepare PCRs and budget reallocation requests on an as-needed basis.
- Conduct weekly check-in calls between BC's PM, DM, and the City's PM to review project status, schedule, contract issues, and other project management related activities.
- Manage project subconsultant contracts and invoicing.
- Prepare monthly updated design schedules and identify delays and actions required or taken to meet the timeline for the start of construction.

Task Assumptions

- Task 110 scope and budget are assumed to cover the duration of the design project, up to 24 months. The project scope, budget, and schedule will be amended following intermediate design as needed to modify the contract to include any scope changes or budget adjustments.
- Subconsultant support beyond contract management and invoicing will be performed under Phase 300, Task 380, Subconsultant Support.
- The weekly PM meetings will be virtual for a duration of approximately 30 minutes and attended by two BC staff members.
- Field work expenses and other project direct expenses are reimbursed under Task 120.

- The Field Work Safety Plan will follow BC's standard template and will direct the design team to follow the City's procedures for site access.
- Project kickoff meeting attendance and development of meeting notes will be completed under Phase 400 Task 403.

City Responsibilities

- Coordinate attendance at regular PM meetings.
- Review monthly status reports and supporting project documentation for invoice and payment approval.

Meetings

- Project kickoff meeting
- Weekly PM calls for the assumed full two year duration of the design project.

Work Products

- PMP, draft and final
- Field Work Safety Plan
- Project logs documenting key activities, decisions, and risks
- Monthly progress reports and invoices
- PCRs, as necessary
- Brief meeting agendas and notes for weekly calls

Deliverables

- Submittal of updated project logs, as needed, to support key activities and decisions (risk register, action/issue/decision logs)
- Monthly progress reports and invoices

Task 120 – Site Visits and Reimbursable Expenses

Objective: Perform site visits at the WPCF to review the existing site conditions and headworks structure and meet with the operations staff to inform project approaches and design criteria, including alternatives, equipment selection, layout, and sizing.

Activities/Approach

- Conduct site visits at the WPCF for key staff to review and verify field conditions and discuss plant operations.
- Attend select in-person workshops as noted in Phase 400, Task 403.
- Reimburse project expenses, including mileage, travel, and other general project expenses such as printing or field supplies.

Task Assumptions

- This task covers both time and expenses for completing site visits.
- Four, 4-hour site visits to the WPCF will be conducted during the course of the design project. The goals of each site visit will be coordinated between the City and the design team as needed to facilitate project work.
- Each site visit will be limited to seven staff members.

- Site visit mileage expenses assume a two-way trip from the BC Seattle office to the WPCF for seven staff members at the 2025 federal mileage reimbursement rate of \$0.70/mile. Mileage expense rates will reflect the federal mileage reimbursement rate following 2025.
- Task budget includes travel costs for one remote team member to conduct four 2-day site visits and in-person coordination with City staff during the two year design project. The budgeted amount includes expenses for a round trip flight, rental car, two-night hotel, and per diem expenses.
- This task includes a \$500 budget for general project expenses, including printing and/or field supplies to be used on an as needed basis. These expenses shall be approved by the City PM prior to the expense being incurred.

City Responsibilities

- Coordinate site visits and plant staff availability as needed to complete site work.

Work Products

- Photos and notes documenting field investigations, as needed

Deliverables

- None

Task 130 – Regulatory Coordination

Objective: Support the City in coordinating with the Washington State Department of Ecology (Ecology) on regulatory matters related to the headworks replacement project. This support includes facilitating communication, achieving regulatory compliance, and aligning project planning with Ecology's expectations and permitting requirements.

Activities/Approach

- Coordinate and participate in meetings with Ecology to discuss project scope, permitting pathways, and compliance strategies.
- Support preparation of meeting materials, technical documentation, and responses to Ecology inquiries.
- Document regulatory risks and identify mitigation options.
- Integrate regulatory deliverables into the project design schedule and confirm the timeline is aligned with project milestones.
- Review and interpret applicable state regulations.
- Conform the Basis of Design Report developed under Phase 450 to meet the requirements of a Washington State Department of Ecology Engineering Report to ensure compliance with submittal requirements outlined in Washington Administrative Code and the Orange Book.
- Document responses for Engineering Report review comments provided by Ecology to confirm they are addressed in the preliminary design package. Response comments will be formalized in a design memo for submittal to Ecology.
- Document responses to Ecology's final design review comments and formalize responses in design memo for submittal to Ecology.
- Prepare Interim Operating Plan detailing how the WPCF will maintain uninterrupted operations throughout the course of the headworks construction work, including both the site preparation package and building construction.

- Develop a Construction Quality Assurance Plans for the site preparation package and headworks construction.
- Develop a draft Stormwater Pollution Prevention Plan for the site preparation package and headworks construction.
- Coordinate with permitting subconsultant as needed following project input from Ecology.

Task Assumptions

- The City will serve as the primary point of contact for Ecology, which includes leading the organization and coordination of meetings and submitting project deliverables to Ecology.
- This phase includes developing Ecology submittals, including narrative responses to Ecology review comments. The design documents will be updated per Ecology review comments in the respective design phases scoped below. For example, Ecology's final design review comments will be addressed under Phase 750 Bid Documents.
- No formal permit applications will be prepared under this task; support is limited to coordination and planning. State Environmental Policy Act (SEPA) and other environmental related permitting activities will be performed under Phase 300.
- The draft SWPPPs will be prepared by BC and is assumed to be adopted and employed by the GC/CM following NTP.
- Any technical studies or modeling required by Ecology will be scoped separately.
- BC will prepare meeting materials as coordinated with the City.

City Responsibilities

- Serve as the primary point of contact with Ecology.
- Review and comment on draft materials before submission to Ecology.
- Lead formal submittals to Ecology, with BC support as needed.

Meetings

- This task includes six 1-hour meetings with Ecology. All meetings are assumed to be virtual.

Work Products

- Meeting agenda and summaries
- Documentation of decisions and risks within associated project logs

Deliverables

- DOE Engineering Report per WAC 173-240-060.
- Engineering Report Ecology Review Comment Response Memo
- Permitting submittal documents
- Final Design Submittals
 - Site Preparation Package
 - Headworks Design Package
- Final Ecology Review Comment Response Memos
 - Site Preparation Package
 - Headworks Design Package
- Interim Plans of Operation
 - Site Preparation Package

- Headworks Design Package
- Construction Quality Assurance Plans
 - Site Preparation Package
 - Headworks Design Package
- Stormwater Pollution Prevention Plans
 - Site Preparation Package
 - Headworks Design Package

Task 140 – Stakeholder Coordination

Objective: The headworks replacement project will involve engaging with multiple jurisdictions and property interests. This task includes coordination activities required to support the successful planning, design, and implementation of the project, including communication, issue resolution, and alignment among all stakeholders. Project stakeholders include Snohomish County Public Utility District, Snohomish County FEMA, City of Everett Real Property Management, BNSF Railway, private property owners, and the City of Everett.

Activities/Approach

- Identify project stakeholders and establish primary points of contact. Determine whether BC or the City will serve as the lead agency in stakeholder coordination.
- Schedule and attend stakeholder coordination meetings as needed. Develop meeting materials, including an agenda and PowerPoint slides as needed to support the meeting objectives.
- Document stakeholder concerns, coordination requirements, and critical success factors. Integrate these requirements into the project schedule, action items, and design as needed to achieve resolution.

Task Assumptions

- This task identifies project stakeholders and establishes a precedence for stakeholder engagement. The scope of work, including work products and deliverables, remains undefined during this phase of work. All activities completed under this task shall be at the discretion of the City. The level of effort shall not exceed the budgeted amount provided in Exhibit B without prior authorization by the City and concurrent PCR.

City Responsibilities

- Lead stakeholder coordination and contacts determined between BC and the City.

Meetings

- The level of effort for this task assumes six stakeholder coordination meetings attended by four BC staff for a duration of 2 hours per meeting.

Work Products

- Meeting agendas, presentation materials, and notes

Deliverables

- To be determined

Task 150 – Technical Advisory Panel

Objective: Provide expert review of the headworks design concept and alternatives during the initial project phases. The panel will take a long-term view of facility purposes and design criteria and will provide value engineering style recommendations to facilitate decision-making that maximizes flexibility and brings innovation to make the most of the City's investment.

Activities/Approach

- Work with the technical team to provide input on equipment selection and process selection to support the project alternatives analysis and basis of design phase.
- Review concepts and alternatives analysis recommendations.
- Review conceptual layout, equipment selection, and constructability of the proposed alternatives.
- Participate in quality assurance (QA) activities at each design gate.

Task Assumptions

- The BC design team will lead the engagement of the Technical Advisory Committee. This task is intended to be used during early stages of design to inform concept development although the City may request engagement of the committee for any reason throughout the design project.
- Coordination with the Technical Advisory Panel will occur virtually throughout this project phase.
- Task hours shall not exceed the budgeted amount provided in Exhibit B. City staff will have access to the Technical Advisory Panel throughout the project. Unanticipated effort beyond the scope may be necessary to support the City's overall goals. PCRs will be completed and budget identified if needs exceed the assumptions.
- Any workshop attendance conducted will be virtual.

City Responsibilities

- Attend calls with the Technical Advisory Panel as needed.

Meetings

- Panel members participate in up to five workshops with the City.

Work Products

- Summary notes of each workshop and/or meetings attended by the Technical Advisory Panel

Deliverables

- None

Task 160 – Funding Opportunities

Objective: Identify and evaluate opportunities to use grant and low interest funding opportunities to support construction of the new WPCF headworks facility.

Activities/Approach

Research and compile a list of potential state and federal funding opportunities (including State Revolving Fund, Water Infrastructure Finance and Innovation Act, Federal Emergency Management Agency, United States Department of Agriculture, Reclamation, and others as well as potential opportunities provided by the Bipartisan Infrastructure Law, CARES Act, Budget Bill of 2021, etc.)

and general requirements that need to be met to apply for funding. The results of this task will be documented in the Funding Matrix. The Funding Matrix will document identified federal, state, and local funding opportunities identified/considered and present program details, including funding agency, type of funding identified (grant or loan), the approximate timing, available funding and individual project limits, and requirements for the funding opportunity.

Task Assumptions

- City will provide written direction on desired funding strategy.
- This task does not include developing application packages for identified funding opportunities. Development of funding applications and supporting materials require an amendment to the contract.

City Responsibilities

- Provide direction on desired funding strategies.
- Review and comment on draft funding matrix.

Meetings

- One virtual meeting with the City to review potential funding options for a duration of one hour.

Work Products

- None

Deliverables

- Funding matrix, draft and final

Phase 150 – Owners Advisors Services

Objective: Provide owner's advisor services to assist the City in obtaining approval from the State of Washington Project Review Committee (PRC) to use the GC/CM contracting procedure and assist the City through a competitive procurement process consistent with the requirements established by the Revised Code of Washington (RCW) 39.10.340-410. This phase includes support in preparing the Washington State Capital Projects Advisory Review Board (CPARB) application and board review, development of procurement documents including the Request for Proposal (RFP) and Request for Price Proposal (RFPP), and support through the contractor procurement process.

Task 151– CPARB Approval

Activities/Approach

- Secure project approval for the use of GC/CM delivery from the CPARB PRC through the following activities:
 - Facilitate application material review meetings with the City to determine the work share between BC and the City for preparation of the application materials.
 - Develop CPARB application materials for project approval from the PRC. The application materials will be structured to meet the application requirements established in Revised Code of Washington 39.10 and CPARB guidelines.
 - Review near-final application prior to City submittal of the PRC application to the Washington State CPARB.
- Prepare presentation materials for PRC meeting and attend PRC meeting. Presentation materials shall be on the order of 20–25 PowerPoint slides.

- Attend PRC meeting.

Task 152– GC/CM Solicitation

Activities/Approach

- Develop draft Request for Proposal (RFP) and support RFP solicitation
 - Prepare draft of RFP documents, including a list of reference documents, submittal forms, and standard procurement forms. The RFP will include a project overview, justification for GC/CM, a summary of the procurement process, minimum contractor qualifications, and anticipated pre-construction and construction scope of services.
 - Prepare draft GC/CM Agreement and associated exhibits to be issued with RFP.
 - Conduct one meeting with the City to review draft RFP.
- Conduct market sounding and contractor interviews including assisting the City in conducting pre-RFP meetings with interested parties to explain project and procurement.
- Review feedback from short-listed potential GC/CM teams during interviews and update GC/CM Agreement based on review comments. The modified GC/CM Agreement will be issued with the RFPP.
- Assist the City in responding to questions received from potential GC/CM teams regarding the RFP. Draft responses to questions for City review and approval and assist in issuing RFP addenda as necessary.
- Review contractor SOQs
 - Review SOQs received from potential GC/CM teams and prepare a SOQ Review Summary Matrix for use by the City. Determine if minimum submittal requirements have been satisfied for each SOQ.
 - Prepare a scoring matrix in accordance with the scoring prescribed in the RFQ, and for use by the City in scoring SOQs submitted to develop a shortlist for interviewing.
- Develop draft Request for Price Proposal (RFPP), support RFPP solicitation, and interviews
 - Prepare draft RFPP document, including a list of reference documents, submittal forms, and standard procurement forms.
 - Conduct one meeting with the City to review draft RFPP.
 - Assist the City during interviews by preparing baseline questions, attending interview sessions, and meeting with the City to review results of interviews.
 - Facilitate one 4-hour confidential meeting with each shortlisted GC/CM team. The confidential meeting is to allow the GC/CM to ask questions regarding the RFPP, draft GC/CM Agreement, project scope, and other information that the teams require to submit a responsive proposal. Assume three (3) short-listed GC/CM teams.
 - Assist the City in responding to questions received from finalist GC/CM teams regarding the RFPP/Proposal. Draft responses to questions for City review and approval, and assist in issuing RFPP addenda as necessary.
 - Review cost proposals received from potential GC/CM teams and prepare a scoring matrix in MS Excel in accordance with the scoring prescribed in the RFPP, and for use in scoring proposals submitted. Calculate cost proposal scores.

- Prepare a scoring matrix in accordance with the scoring prescribed in the RFQ, and for use by the City in scoring interviews of shortlist potential GC/CM teams to develop list of finalists for receiving the RFPP.
- Support development of GC/CM scope of service exhibits that document the selected GC/CM scope requirements during design, construction, and startup, testing, and commissioning. This work includes the following activities:
 - Assist the City with negotiating GC/CM Agreement and Design Phase cost with selected GC/CM. It is expected that GC/CM Agreement negotiations will be minimal since the short-listed GC/CM teams will be encouraged to vet any issues with the draft GC/CM Agreement during the RFQ/Proposal process (including discussion at confidential meetings).
 - Develop a draft design phase scope of services that documents the GC/CM responsibilities during design phase of project. This work will include project management, design and constructability reviews, cost development and submittals, subcontractor procurement, and the guaranteed maximum price (GMP) proposal.
 - Develop draft Owner's Requirements Specifications that serve as the City's construction general requirements (i.e., owner's Division 1 specifications) that document the GC/CM responsibilities during the construction phase of the Project including project management and coordination, quality control, schedule and cost management and reporting, record keeping, temporary facilities requirements, startup/commissioning responsibilities, etc.
 - Conduct four 1-hour meetings with the City to discuss development of GC/CM scope of services document.
- Identify and manage project risks before the selected GC/CM receives NTP through development and review of a project risk register.
- Identify risk mitigation strategies to help recommend contingency for City to allocate for project as well as inform draft GC/CM contract. Conduct one meeting with the City to review risks and mitigation strategies.

Task Assumptions

- This phase assumes the project will be delivered through the GC/CM alternative delivery method. The use of this delivery method will be verified and documented in Phase 400, Task 404 prior to proceeding with applications under this task.
- Industry recognized templates will be used as the basis for the RFP and RFPP with inputs from the City's previous GC/CM procurement process.
- The City's existing GC/CM and/or DBB general requirements specifications will be used as basis for developing specifications specific to the Project.
- Draft contract will be developed in concert with, and under the direction of the City Attorney's office. Consultant assumes no legal responsibility for the content of the final contract issued by the City to the selected GC/CM, but is providing a draft GC/CM contract for the City's consideration as a requested advisory service.
- Meetings will be held virtually.

City Responsibilities

- Provide PRC application content related to the City's qualifications, construction history, history of audit findings, and City-specific processes and regulations.
- Participate in PRC presentation.

- Provide RFP and RFPP application content.
- The City will provide direction on and review the draft GC/CM contract developed by BC on behalf of the City. The City will solely determine the final form and content of its contract that is to be issued as part of the RFQ and subsequent RFPP.
- The City will provide input and direction regarding the development of the draft contract.
- The City will develop the final GC/CM Contract following BC's submittal of the draft contract.

Meetings

- Application material review meetings: BC shall participate in one 1-hour virtual meeting attended by up to three BC team members.
- PRC meeting: BC shall participate in one virtual PRC meeting. The meeting is assumed to be 2 hours in duration and attended by up to four BC team members.
- Four pre-RFP meetings up to two hours each.
- Three 4 hours meetings with short listed GC/CM candidates

Work Products

- Meeting agenda, notes, and presentation materials

Deliverables

- Draft and final PRC application materials
- Draft RFP
- Draft RFPP
- Input on draft GC/CM scope of services

Phase 200 – Design Management

Phase 200 focuses on managing the design process to provide high quality design documents that align with City standards and preferences. Led by the Design Manager, this phase includes coordination across disciplines, regular team meetings, City workshops, and documentation and resolution of design issues. This phase also includes establishing project BIM/CAD standards under Task 220.

Task 210 – Design Management

Objective: The objective of this phase is to manage and direct the design process so that the products of the design effort are contract documents suitable for construction that reflect the City standards and preferences. The design process will be managed to provide complete, coordinated, and consistent designs between facilities and disciplines.

Activities/Approach

The Design Manager will lead this effort and will actively lead the design process through regular meetings with the design team. This phase will also support the coordination of the project design with the City through monthly workshops. A project issues log will be developed and maintained by the Design Manager to manage identification of design issues and their resolutions. This phase includes the following activities:

General Design Management

- Develop a Quality Management Plan (QMP) as part of the overall PMP, identifying the protocols and procedures being deployed on the project for quality assurance and quality

control. The QMP will establish procedures for QA, directing the right processes are in place, and quality control (QC), verifying that outputs meet expectations through reviews and documentation. The QMP also defines roles, review cycles, and methods for tracking and resolving issues, helping maintain consistency, reduce errors, and support continuous improvement throughout the project life cycle. The QMP will guide adherence to City standards; design criteria and project goals; data validation; industry practice, codes, and regulatory requirements; and cross discipline coordination.

- Verify QMP is followed and reviewers concur with work products and maintain documentation of QA/QC reviews, responses, and resolutions.
- Review project management elements, which include design team project organization, communication plans, project cost control procedures, document control, health and safety considerations, and change management documentation.
- Manage and coordinate the design team's progress and communicate results to project management.
- Conduct internal design team coordination meetings.
- Manage internal resources to maintain project schedule and achieve contracted milestones.
- Identify scope changes that impact the project budget and schedule. Document scope changes in the project log, coordinate potential changes in scope with the PM, and assist in documenting those changes.
- Regularly assess progress and earned value and maintain risk register.
- Guide pre-design activities to maximize project progress.
- Coordinate progress reviews by the City, including collecting comments from the City's review, distributing review comments to facility and discipline leads, facilitating responses to review comments, documenting responses to the City's review comments, addressing any subsequent issues resulting from the City's review, and addressing any subsequent issues resulting from the response to the City's review comments.
- Establish equipment numbering system.
- Establish and update drawing list at each design gate.
- Establish and update specification list at each design gate.
- Establish and update equipment lists at each design gate.

Workshops

- Conduct workshops covering scheduled topics (see design specific workshop tasks).
- Technical content of workshops will stem from efforts in alternatives analysis through final design phases. This includes preparation of workshop presentation materials, agendas, notes/summaries, and attendance.

Task Assumptions

- City will accept a hybrid CAD standard that includes applicable City standards and BC standards to accommodate the use of BIM tools and 3D design.
- BC will develop the site design in six phases: Alternatives Analysis, Basis of Design (with the predesign), Preliminary Design, Intermediate Design, Final Design, and Bid Documents as outlined in this scope of work.

City Responsibilities

- Participate in site visits and workshops.

Meetings

- Internal team coordination meetings scoped under Task 230.
- Participate in weekly check-in calls between BC's PM and the City's PM to coordinate and provide updates on design related items.

Work Products

- QMP
- Drawing list maintenance
- Specification list maintenance
- Equipment list maintenance

Deliverables

- None

Task 220 – BIM Management

Objective: Develop design standards and workflows for BIM/CAD, drawing production, and specification production.

Activities/Approach

- Define project CAD software standards, graphics standards, file naming conventions and standards, and revision/iteration control for the project.
- Develop BIM Execution Plan to guide the use of BIM tools over the life of the project. Define project goals and BIM objectives, organizational roles and responsibilities, execution process workflows, collaboration procedures and platforms, and model and drawing QC procedures.
- Conduct a meeting with the City to confirm approach to CAD software standards, graphics standards, and file naming conventions and standards will meet the City's expectations.
- Implement and manage CAD standards and BIM Execution Plan through the duration of the design.
- Conduct internal coordination meetings with BIM/CAD production team.

Task Assumptions

- Drawings will be created using BC standard design tools, including Revit, AutoCAD Civil 3D, and AutoCAD. Specifications will be in the BC standard format using the CSI 50 Division structure.

City Responsibilities

- None

Meetings

- CAD standards review meeting
- Biweekly BIM coordination meetings

Work Products

- BIM Execution Plan, draft and final

Deliverables

- CAD standards review meeting minutes, summarizing meeting content and any decisions

Task 230 – Internal Meetings

Objective: This task includes planning, coordination, attendance, and management of recurring internal team meetings to support cross-discipline collaboration, design integration, project management alignment, and team engagement. The goal of this task is to maintain project momentum, resolve interdisciplinary issues, and foster interdisciplinary collaboration.

Activities/Approach

- Establish a recurring meeting cadence (e.g., weekly, bi-weekly) with the core design team and subconsultant task leads.
- Lead discussions to align on project goals, timelines, and deliverables.
- Document action items, decisions, and follow-ups.
- Facilitate communication between design, engineering, project management, and subconsultant teams.
- Maintain meeting minutes and notes records.
- Share summaries with relevant stakeholders.

Task Assumptions

- Meeting participation will include representatives from all relevant disciplines and subconsultants.
- This task includes weekly 30-minute coordination meetings occurring an average of three times per month for 15 team members for 24 months.
- Workshop attendance will be conducted under Phase 400, Task 403 and Phase 450, Task 452.

City Responsibilities

- None

Meetings

- Weekly 30-minute internal coordination meetings

Work Products

- Meeting notes and action items

Deliverables

- None

Phase 300 – Subconsultants

The following phase includes subconsultant services and management of subconsultant activities as detailed in the tasks outlined below. This section summarizes subconsultant scopes of work. Full subconsultant scopes of work are available upon request.

Task 310 – Peterson Structural Engineers (PSE)

Objective: Provide structural engineering services for the WPCF headworks design and related structures. PSE's scope of work includes design management, cost estimate review and design activities encompassing alternatives analysis through development of the conformed drawings.

Activities/Approach:

- Design and project management
 - Administer contracts, including monthly invoicing and team coordination
 - Attend weekly coordination meetings with the BC design team through October 2027.
 - Participate in bi-weekly coordination meetings with the geotechnical engineer through the duration of the design project.
 - Set up and manage the project BIM model in concert with the BC design team.
 - Complete up to five WPCF site visits as needed to inform project design.
- Cost estimating
 - Support development of and review up to six cost estimates during the course of the design project. PSE assumes estimates will be developed during the following project milestones: alternatives analysis, basis of design, site preparation package, preliminary design, intermediate design, and final design.
 - Provide written review comments for cost estimates developed by BC.
- Alternatives analysis
 - Review pertinent codes and standards to determine structural design criteria.
 - Coordinate the conceptual headworks foundation design and seismic resiliency with project geotechnical engineer.
 - Develop structural layouts, conduct predesign analysis and evaluate potential foundation options for the proposed headworks and secondary structures in support of the project alternatives analysis.
 - Develop conceptual drawings as needed to support the alternatives analysis.
 - Prepare workshop materials for the structural focused alternatives analysis workshop, including PowerPoint slides, agenda, and meeting notes.
 - Draft structural related sections of the Alternatives Analysis Report.
- Basis of design
 - Draft relevant sections of the BODR.
 - Draft a standalone structural design criteria technical memorandum (TM) that will be provided as an attachment to the report.
 - Develop conceptual drawings and layouts of the headworks facility to supplement the BODR.
 - Attend up to three coordination meetings with the City.
- Site Preparation Package
 - Prepare structural drawings and specifications for inclusion in the preliminary, final, and bid document design phases for the site preparation package.
 - Develop design documents, including drawings and specifications, for the site preparation package final design submittal.
 - Participate in two workshops associated with the site preparation package design.
 - Assists in responding to bidder questions during the project bid period. Responses will be incorporated into the site preparation package addenda. This scope of work assumes up to five addenda will be issued for this construction package.

- Perform up to five site visits to complete structural observations during the site preparation package construction period. Each site visit will include development of a report.
- Generate record drawings based on contractor redlines following completion of the site preparation package.
- Participate in up to three coordination meetings with the City, Contractor, and design team.
- Headworks Preliminary Design
 - Complete structural analysis and design for the headworks building and supporting structures commensurate with the project phase.
 - Generate structural drawings, up to 30 sheets, and specifications for inclusion with the preliminary design submittal.
- Headworks Intermediate Design
 - Complete structural analysis and design for the headworks building and supporting structures commensurate with the intermediate design phase.
 - Generate structural drawings, up to 50 sheets, and specifications for inclusion with the intermediate design submittal.
- Headworks Final Design
 - Complete structural analysis and design for the headworks building and supporting structures commensurate with the final design phase.
 - Generate structural drawings, up to 70 sheets, and specifications for inclusion with the intermediate design submittal. It is assumed that these deliverables will serve as the basis for developing the GC/CM GMP.
- Headworks Bid Documents
 - Finalize structural design based on the City's negotiations with the GC/CM.
 - Finalize structural drawings, up to 70 sheets, and specifications for inclusion with the headworks bid package.
 - Provide an engineering seal and signature for the bid documents. Seal will be provided by a Structural Engineer Licensed in the State of Washington.
- Services During Bidding and Conformed Documents
 - Assist in responding to bidder questions. This task assumes up to forty (40) hours of time are allocated to this work.
 - Update the bid documents to include addenda items for issuance as a set of conformed documents.
 - Generate conformed drawings and specifications, incorporating addenda from bidding period.

Task Assumptions

- This work does not include condition assessment or retrofitting the existing headworks structure.
- Initial conceptual level drawings developed during the alternatives analysis and basis of design phases will be created using PDF editing software such as Bluebeam Studio.
- Design drawings will be developed in 3D BIM software in accordance with City and BC design standards. Drawings will be delivered in 2D format.

- The design shall assume 2024 International Building Code and American Society of Civil Engineers(ASCE) 7-22 code standards.

City Responsibilities

- None

Meetings

- Weekly coordination meetings with BC
- Bi-weekly coordination meetings with geotechnical engineer
- Up to four, one-hour workshops during the alternatives analysis phase
- Up to three coordination meetings during the basis of design phase
- One workshop during the site preparation package design phase

Work Products

- Structural alternatives analysis workshop materials

Deliverables

- Support development of the Alternatives Analysis Report (Phase 400) and Basis of Design Report (Phase 450)
- Structural Design Criteria TM
- Site Preparation Design Package
 - Preliminary design drawings and specifications
 - Final design drawings and specifications
 - Responses to bidder questions
 - Conformed structural drawings
 - Up to five site visit reports documenting structural observations
 - One final memorandum summarizing structural observations. Memorandum will be written in accordance with Section 1704.6 of the 2024 IBC.
 - Site preparation package structural record drawings.
- Headworks Design Package
 - Preliminary design drawings, up to 30 sheets, and specifications
 - Intermediate design drawings, up to 50 sheets, and specifications
 - Final design drawings, up to 70 sheets, and specifications
 - Responses to bidder questions
 - Conformed structural drawings

Task 320 – HWA GeoSciences

Objective: HWA GeoSciences Inc. will provide geotechnical engineering services to support the design phase of the Everett WPCF headworks replacement project. HWA's scope includes project management, field explorations, geotechnical engineering analysis, and reporting. The work will inform the project design for the alternatives analysis, basis of design, and subsequent detailed design for both the site preparation and headworks packages. The following section summarizes HWA's geotechnical scope of work.

Activities/Approach

- **Project Administration and Coordination:** HWA will manage geotechnical tasks, initiate and maintain billing and invoicing over the 24-month project duration, and participate in biweekly virtual coordination meetings with the design team to ensure consistent communication and progress tracking.
- **Environmental Document Review and Risk Assessment:** HWA will review environmental documents and evaluate potential geoenvironmental risks that may affect construction, summarizing findings in the geotechnical report.
- **Geotechnical Field Explorations – Phase 1:** HWA will plan and conduct site reconnaissance, utility locates, and up to eight geotechnical borings with SCPT testing, groundwater monitoring, and geoenvironmental sampling to inform design and contamination risk. The Phase 1 exploration work includes the following activities:
 - **Preliminary Data Collection and Site Reconnaissance:** HWA will gather existing geotechnical data and conduct site visits to assess surface conditions and existing structures.
 - **Exploration Planning and Utility Coordination:** HWA will develop a detailed Phase 1 exploration plan, including utility locates and clearance verification, and prepare a memorandum outlining logistics, locations, and permitting needs.
 - **Subsurface Investigations and Monitoring:** HWA will perform up to eight geotechnical borings and SCPT investigations to evaluate soil and groundwater conditions, install monitoring wells and piezometers, and deploy transducers for long-term groundwater level tracking.
 - **Geoenvironmental Sampling and Analysis:** HWA will collect and analyze soil and groundwater samples from boring locations to identify potential contaminants, using EPA and Ecology-approved methods.
 - **Data Processing and Reporting:** All findings from fieldwork and lab analyses will be compiled to support the preliminary design phase, including contamination screening, subsurface characterization, and liquefaction potential assessment.
- **Geotechnical Field Explorations - Phase 2:** HWA will plan and complete geotechnical field explorations in support of the intermediate design. This work will primarily focus on hydrogeologic investigations and includes the following activities:
 - **Site Reconnaissance and Exploration Planning:** HWA will conduct field visits to assess surface conditions and coordinate with the design team to plan installation of observation and pumping wells, supported by a detailed subsurface exploration memorandum.
 - **Field Execution and Data Collection:** HWA will perform utility locates, develop a subsurface investigation plan, drill up to four borings, install and develop wells, and collect soil samples for laboratory testing to evaluate subsurface conditions.
 - **Aquifer Testing and Reporting:** HWA will conduct step and constant-rate aquifer pumping tests, analyze hydrogeologic data, and prepare a report summarizing aquifer characteristics to support design decisions.
- **Geotechnical Engineering Analysis and Reporting,** including the following activities:
 - **Subsurface Data Evaluation:** HWA will analyze field and lab data to estimate soil strength and other geotechnical properties critical to evaluating site conditions and proposed improvements.

- Geologic and Seismic Characterization: HWA will develop geologic cross sections and determine seismic design parameters—including Site Class and spectral accelerations—per 2024 IBC and ASCE 7-22 standards.
- Soil Behavior and Stability Assessments: HWA will evaluate liquefaction potential, settlement risks, lateral spreading, slope instability, residual shear strength, and consolidation settlement for non-pile supported structures.
- Foundation and Ground Improvement Design Support: HWA will coordinate with structural engineers to assess deep and shallow foundation capacities, lateral soil parameters, down drag loads, and conceptual ground improvement options.
- Reporting and Design Integration: HWA will prepare and revise geotechnical reports at each design milestone (preliminary, intermediate, and final), followed by a Final Geotechnical Engineering Report to be included with the construction documents. HWA will respond to review comments, and provide ongoing support for design alternatives, temporary shoring, dewatering, and plan/specification reviews.
- Hydrogeology Analysis and Reporting
 - Dewatering Analysis: HWA will evaluate up to three excavation configurations using aquifer parameters from pumping tests to estimate dewatering rates tailored to site conditions.
 - Documentation and Review: A technical memorandum will be prepared detailing methods, results, and figures for design team use, with one round of review comment responses incorporated into the final report. This memorandum is intended for the use of the design team and owner, and should not be included in bid documents, as dewatering rates will ultimately depend on contractor means and methods.
 - Ongoing Hydrogeologic Support: Additional dewatering analysis and technical assistance will be provided as needed, within the established project budget.

Task Assumptions

- Geoenvironmental documents for the site and the adjoining properties will not require more than 8 hours to review. If a significant amount of documentation is provided that requires more than 8 hours to review, additional charges may occur.
- A total drilling footage of 750 feet (with 300 feet of groundwater monitoring well screen) has been assumed for cost estimates.
- Drilling will be completed using hollow-stem auger or mud rotary techniques. Rock coring and sonic drilling are excluded.
- The proposed environmental sampling and chemical laboratory testing is based on general IDW disposal requirements. Disposal facility requirements can vary based on the disposal facility. The proposed chemical laboratory analysis may not include all PCOC for the disposal facility selected during the construction phase of the project.
- Drilling spoils will be drummed and stored onsite, or at a City designated location within 3 miles of the site, until environmental testing can be completed and the IDW can be disposed of at an appropriate disposal facility. Waste profile paperwork required for disposal of the IDW will need to be signed by the City or City representative. Disposal costs of the IDW are based on non-hazardous waste disposal (i.e., Subtitle D landfill). If analytical results indicate that hazardous wastes are present, disposal of IDW as hazardous waste (i.e., Subtitle C landfill) may be required which could incur additional charges and/or extension of the estimated time to dispose of the IDW.
- City will provide City ROW permits, if required, at no cost to HWA.

- Rights of entry onto private property for drilling activities and groundwater monitoring is not anticipated.
- HWA assumes no concrete pavement or slabs at the drilling locations and assumes that coring will not be required prior to drilling the proposed borings. All borings will be patched with quick drying concrete placed within the pavement core, no larger patching will be completed.
- Monitoring wells installed as part of the field explorations will be maintained throughout design and abandoned by others during construction. The monitoring wells will not be utilized for environmental groundwater monitoring by HWA.
- The geotechnical explorations proposed herein will NOT be used to assess site environmental conditions of the entire site (i.e., no environmental assessment of areas not sampled).
- Pumped water will be discharged directly to storm drains or sanitary sewer present on site, with the permission of the City. No water testing or treatment is included in this scope.
- The proposed dewatering assessment is for project design and planning purposes only and will not be included in the geotechnical report and should not be included in project bid specifications. It does not constitute a dewatering design or plan for the project.
- Dewatering rates will assume open excavations (i.e. no cut-off walls impeding groundwater flow), and will be valid only for the excavation configurations and geometries described in the accompanying memorandum. Additional scope and budget will be required if excavation sizes, shapes, or depths change and updated rates are needed, re-analysis will need to be performed to provide valid rates.
- The design shall assume 2024 International Building Code and American Society of Civil Engineers 7-22 code standards.
- The Geotechnical Reports shall be delivered in PDF format.

City Responsibilities

- Facilitate site access for field reconnaissance, geotech investigations, and groundwater monitoring.
- Support utility locates within the vicinity of the proposed field investigation.

Meetings

- Weekly coordination meetings with prime
- Bi-weekly coordination meetings with PSE structural

Deliverables

- Phase 1 Geotechnical Subsurface Exploration Plan Memorandum
- Draft Geotechnical Report - Preliminary Design (30%)
- Phase 2 Geotechnical Subsurface Exploration Plan Memorandum
- Phase 2 Pump Test Report
- Revised Draft Geotechnical Report – Intermediate Design (60%)
- Revised Draft Geotechnical Report – Final Design (90%)
- Final Geotechnical Engineering Report
- Dewatering Memorandum

Task 330 – OneAtlas (Survey)

Objective: Provide surveying and mapping services for the replacement of the headworks structure and bypass improvements. A summary of the survey activities are provided below.

Activities/Approach

- Establish survey control points aligned with the City's established datum convention.
- Use 3D laser scanning, total stationing, and GPS to collect site data for an approximately 9-acre area, including plots within the WPCF and on the west side of the Snohomish River within the area of the proposed bypass improvements.
- Identify river ordinary high water mark or river edge delineation to inform project permitting.
- Map all surface features located within the defined survey bounds within the defined project limits.
- Locate surface-observable utilities and measure downs for drainage structures.
- Coordinate underground utility locate and survey underground features for inclusion in the basemap.
- Reference City GIS data as needed for right-of-way and parcel boundaries.
- Complete post processing of field collected data for development of basemap.

Task Assumptions

- Project horizontal datum shall be the Washington State Plane Coordinate System of 1983.
- Project vertical datum shall be North American Vertical Datum of 1988.
- No detailed laser scanning and Revit modeling of the existing headworks is required.

City Responsibilities

- Coordinate access to the WPCF site to complete surveying activities.

Meetings

- As needed coordination meetings with BC and City.

Deliverables

- AutoCAD Civil 3D 2023 survey base map (1' = 20' scale)
- XML terrain model
- A finalized PDF of the mapped area signed by a professional surveyor licensed in the State of Washington
- Field book notes
- ASCII file of topographic and control points

Task 335 – Utility Locate

Objective: Provide utility locating in support of surveying and mapping services. The utility locate will be coordinated by OneAtlas in alignment with the surveying field work.

Task 340 – KBA, Inc.

Objective: KBA will conduct constructability reviews to identify potential design and construction challenges early in the project life cycle. This work includes supporting the project delivery evaluation and providing constructability input on key technical documents, including the Alternatives Analysis Report, Geotechnical Reports, BODR, and preliminary design. This work aligns deliverables with

project goals, enhances design feasibility, and informs strategic decision-making throughout the planning and early design phases of this project.

Activities/Approach

- Support Phase 400, Task 404, including attending the two delivery evaluation workshops and reviewing the Project Delivery Evaluation TM.
- Attend bi-weekly coordination meetings with project geotechnical engineers.
- Review geotechnical documentation, including the geotechnical data report and geotechnical engineering report. The review will focus on topics of construction related risk, including groundwater, excavations, shoring techniques, and ground improvements.
- Review and comment on CPARB application materials.
- Provide input on concept development and constructability on the following alternatives:
 - Continuity of operations
 - Number of structures and locations
 - Bypass improvements
 - Odor control
 - Structural and seismic design
- Provide a constructability review of the draft Alternatives Analysis Report.
- Provide a constructability review of the draft BODR.
- Provide as needed support during preliminary design prior to GC/CM onboarding.
- Provide a constructability review of the preliminary design drawings and specifications.
- Contract setup, administration, and subconsultant project management.

Task Assumptions

- Workshops will be 1 hour in duration, unless otherwise noted in Phase 400, Task 403.
- The preliminary geotechnical engineering report may not be available until after development of the BODR.
- Geotechnical coordination meetings will occur bi-weekly for a 12-week duration.
- Document review comments will be delivered in Excel format.
- No site visits will be conducted as part of this task.

City Responsibilities

- Facilitate information requests from KBA as required to complete constructability reviews.

Meetings

- Up to two 1-hour project delivery evaluation workshops
- Up to six 1-hour alternatives analysis workshops

Work Products

- Meeting notes and action items from workshops and coordination meetings
- Input on CPARB application materials

Deliverables

- Written review comments and constructability recommendations on the following documents:

- CPARB application materials
- Project Delivery Evaluation TM
- Geotechnical Data and Engineering Reports
- Alternatives Analysis Report
- BODR

Task 350 – Corrosion Probe (Coatings)

Objective: This task reserves a space for subconsultant support for recommendations and specification development for high-performance coatings. The need for sub services will be identified during preliminary design and funded, as needed, through unanticipated services budget.

Task 360 – Confluence Environmental

Objective: Provide environmental compliance and permitting support. This work includes site reconnaissance for critical areas assessment and preparation of a Critical Areas Report, identification of anticipated permits and preparation of a permit matrix, and preparation of the environmental and permitting section of the BODR. Environmental Science Associates will provide a cultural resources review and Watershed Science & Engineering will provide floodplain support, both as subconsultants to Confluence Environmental.

Activities/Approach

- Complete site reconnaissance for critical areas assessment.
- Prepare Critical Areas Report.
- Develop a permit matrix outlining anticipated permits and associated requirements.
- Prepare a SEPA Environmental Checklist.
- Complete a Cultural Resources Assessment, including archaeological survey and reporting.
- Complete a floodplain evaluation using 2D modeling and review flood-related data. This work will be completed as needed should new facilities be located in a designated floodway, once the location of the new headworks facility has been established.
- Prepare flood hazard permit documents including the following:
 - Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR)
 - FEMA Letter of Map Revision (LOMR)
- Contract setup, administration, and subconsultant project management.

Task Assumptions

- This scope of work assumes that no wetlands are anticipated for the proposed work areas. If wetlands are identified within the area of work, additional scope and budget will be required.
- LOMR will be completed during or immediately following the project construction phase.

City Responsibilities

- Provide site access for two staff to complete the site reconnaissance for the Critical Areas Assessment.

Meetings

- 1-hour kickoff meeting attended by up to two staff members
- Three check-in meetings attended by up to two staff members

Work Products

- Meeting notes and action items from workshops and coordination meetings

Deliverables

- Draft and Final Critical Areas Existing Conditions report
- Draft and Final BODR Environmental Conditions and Anticipated Permit sections
- Draft and Final Permit Matrix
- Draft and Final Cultural Resources Report
- Draft SEPA checklist

Tasks 370 – CR Environmental and Task 375 – Black Dog Analytics

Objective: CR Environmental, working in collaboration with Black Dog Analytics, will complete a grit classification study. The results of this study will inform the grit and grit washer equipment alternative selection under Task 405. CR Environmental will conduct grit sampling activities at the WPCF. Black Dog Analytics will complete the laboratory analysis of the grit samples and subsequent reporting.

Activities/Approach

- Attend coordination call(s) with the City and BC to identify sampling locations and discuss field activities prior to the start of work.
- Transport sample equipment to site, coordinate sample location with plant staff, mobilize equipment, staff field work during sample collection, and demobilize equipment.
- Complete onsite grit sampling at the WPCF. Field sampling will be structured to collect grit from the plant's influent stream upstream of the existing headworks grit system. Samples will be collected during three sampling periods bracketing the daily peak flow ramp-up. Each sampling period will have a continuous duration of 6 hours.
- Complete laboratory analysis on three grit samples collected by CR Environmental.
- Develop a lab report documenting the findings from the grit analysis. The report shall include the following information for each sample: side-by-side plots of weight distributions of grit physical size, sand equivalent size determination, tabulated influent grit concentrations (fixed solids per million gallons), projected daily grit loads for all sample days, fractional efficiency (reported as percent removed), percent total solids and percent total volatile solids.

Task Assumptions

- Laboratory analysis shall include wet-sieving, solids analysis, and sand equivalent size determination.
- Grit classification field work will be conducted the week of October 20, 2025. If necessary, the City will provide written approval to proceed with this work if the contract is not finalized by the date of the field activities.
- All meetings will be held virtually.
- Subconsultant fees include all project expenses necessary to complete the work, including, but not limited to, lodging, travel, shipping, and staffing costs.
- CR Environmental does not provide seed sand. If needed, this equipment will be supplied under Task 120.

City Responsibilities

- Attend coordination meetings to facilitate CR Environmental's field work.

Meetings

- Two 1-hour pre-site work coordination meetings

Deliverables

- Laboratory analysis report
- All raw data in spreadsheet format

Task 380 – BC Subconsultant Support

Objective: Coordinate subconsultant services (except Geotech sub under Task 390) throughout the project basis of design phase.

Activities/Approach

- Manage services of subconsultants needed to inform predesign activities, including contracting and billing.
- Maintain ongoing communications with the subconsultants and monitor subconsultant progress related to technical execution.
- Review subconsultant work to provide coordination with overall project goals, standards, guidelines, and deliverables.
- Coordinate subconsultant workshop material development.
- Coordinate subconsultant site visits and attend site visits to support subconsultant activities.
- Coordinate BC and City review of subconsultant work products.

Task Assumptions

- BC site visit attendance will be completed under Phase 100, Task 120.
- Subconsultant support services assume a two year design duration.

City Responsibilities

- Support subconsultant site visits as needed.

Meetings

- BC will conduct regular coordination meetings with each subconsultant.

Work Products

- Meeting notes summarizing key decisions and action items
- Review and comment on subconsultant work products
- Monthly subconsultant invoices incorporated into overall project invoices and progress reports

Deliverables

- None

Task 390 – Geotech Sub Support

Objective: This task provides coordination and technical support services between the BC design team and the geotechnical engineering subconsultant. The objective of this task is to align geotechnical investigations and deliverables with project requirements, timelines, and design

requirements. This support includes transmitting conceptual plans for evaluation, facilitating communication, advising on field activities, and reviewing geotechnical data and engineering reports.

Activities/Approach

- Facilitate regular coordination calls between the BC engineering team and project geotechnical subconsultant.
- Provide input on scope, methodology, and logistics of geotechnical site investigations. This work includes advising on borehole locations, sampling strategies, and testing protocols to confirm data adequacy for design needs.
- Review geotechnical field data, logs, and laboratory results for consistency and completeness.
- Provide technical review of geotechnical reports and memos to align with project design criteria and standards.
- Serve as a point of technical coordination between the structural design team and geotechnical engineer in selection of foundation types and seismic design criteria.

Task Assumptions

- The geotechnical subconsultant will be responsible for executing all field investigations and reporting work.
- BC site visit attendance will be completed under Phase 100, Task 120.

City Responsibilities

- Support subconsultant site visits as needed.
- Attend calls with project geotechnical team as needed.

Meetings

- Attend bi-weekly calls with project geotechnical team and structural engineer to discuss field exploration plans, review findings, and develop design strategies

Work Products

- Meeting notes summarizing key decisions and action items
- Written comments and markups on geotechnical deliverable including, but not limited to, geotechnical investigation plan, field logs and lab tests, and draft geotechnical reports

Deliverables

- None

Phase 350 – Cost Estimating

Phase 350 includes all work for the development of cost estimates to support project budgeting, design decisions, value engineering, and project phasing and planning. Phase 350 includes cost estimating for both the site preparation and headworks packages.

Construction cost estimates will be prepared to industry standards but will be subject to many difficult to predict influences including, but not limited to, future labor and materials escalation, schedule impacts, unknown or latent conditions of existing equipment or structures, local market factors, tariffs, and time or quality of performance by others. These types of factors are difficult to forecast and are out of the control of BC. Actual costs may vary substantially from the estimates prepared by BC.

Task 351 — Alternatives Analysis and Task 352 Basis of Design

Objective: Work under Task 351 involves developing Class 5 cost estimates for design alternatives evaluated under Phase 400. Task 352 includes developing a Class 4 cost estimate based on the assemblage of recommended approaches and for the complete project detailed in the project BODR. These estimates will inform project feasibility, funding strategies, and design progression.

Activities/Approach

- Task 351 Alternatives Analysis
 - Review conceptual design alternatives, sketches, vendor quotes, and associated technical documentation.
 - Identify key cost drivers, quantities, and assumptions for each alternative.
 - Develop AACE International (AACEI) Class 5 construction cost estimates using parametric and historical data for the evaluation and selection of alternative for up to four project components. Alternatives considered under this task may include the following: number of structures and locations, grit and grit washer, screens and washer compacter, structural, and odor control. Up to three alternatives will be costed for each component analysis.
 - Summarize comparative costs and highlight major cost differences between sub alternatives.
- Task 352 Basis of Design
 - Review the BODR and supporting design documentation for development of the BODR estimate.
 - Complete quantity takeoffs and unit pricing based on the available design detail.
 - Develop an AACEI Class 4 construction cost estimate for complete project construction cost, including direct and indirect costs, contingencies, and allowances.
 - Coordinate with design leads to review the cost estimate and validate scope and assumptions.
 - Incorporate and summarize the Class 4 estimate into BODR.
- Coordinate the cost estimating group, including scheduling estimators and attending coordination calls with the estimating team to field questions and discuss proposed design concepts and discuss draft estimate review comments.

Task Assumptions

- All estimates will meet the estimating class criteria established by the AACEI.
- Cost estimates for the alternatives developed under Phase 350 will meet Class 5 standards defined by -50 to +100-percent estimating range from midpoint.
- Class 5 estimates will not include a comprehensive project cost, rather costs for individual alternatives to inform the alternatives analysis phase of the work. A comprehensive project cost estimate will be developed under Task 352.
- BODR estimates will meet Class 4 estimate standards, meeting the appropriate criteria as defined by a -30 to +50-percent estimating range from midpoint and reflect an approximately 5–15 percent level of design definition/completion.
- Construction cost estimates will be prepared to industry standards but will be subject to many difficult to predict influences including, but not limited to, future labor and materials escalation, schedule impacts, unknown or latent conditions of existing equipment or structures, local market factors, tariffs, and time or quality of performance by others. These

types of factors are difficult to forecast and are out of the control of BC. Actual costs may vary substantially from the estimates prepared by BC.

City Responsibilities

- Provide input on discretionary items and contingencies assumed for Class 4 BODR estimate.

Meetings

- None

Work Products

- Sketches and takeoff documents as needed to support development of cost estimates.

Deliverables

- AACEI Class 5 estimates for selected project alternatives, representing a cost range of -50 percent to +100 percent based on the conceptual project alternatives.
- AACEI Class 4 estimate for the total project, assuming a range of -30 percent to +50 percent based on basis of design documents.

Task 353 — Site Preparation Package Preliminary Design and Task 354 Site Preparation Package Final Design

Objective: Work under Tasks 353 and 354 involves developing both Class 3 and Class 1 cost estimates and estimated construction schedule for the Site Preparation Package design developed under Phase 500.

Activities/Approach

- Task 353 Site Preparation Package Preliminary Design Estimate
 - Review preliminary design and associated technical documentation for the site preparation package.
 - Identify key cost drivers, quantities, and assumptions for each element of the design.
 - Develop an AACEI Class 3 construction cost estimate for complete project construction cost, including direct and indirect costs, contingencies, and allowances.
 - Summarize comparative costs and highlight major cost differences between sub alternatives.
 - Develop an estimated construction schedule for the site preparation package based on scope of work reflected in the preliminary design documents.
- Task 354 Final Design
 - Review the final design and supporting design documentation for development of the Class 1 estimate.
 - Complete quantity takeoffs and unit pricing based on the available design detail.
 - Develop an AACEI Class 1 construction cost estimate for complete project construction cost, including direct and indirect costs, contingencies, and allowances.
 - Coordinate with design leads to review the cost estimate and validate scope and assumptions.
 - Coordinate the cost estimating group, including scheduling estimators and attending coordination calls with the estimating team to field questions and discuss proposed design concepts and discuss draft estimate review comments.
 - Update site preparation package construction schedule.

Task Assumptions

- All estimates will meet the estimating class criteria established by the AACEI.
- AACEI Class 3 estimate- assumes a range of -20% to +30% based on preliminary design documents.
- AACEI Class 1 estimates assumes a range of -10% to +15% based on final design documents.
- The Class 1 final design estimate will serve as a reference point for City comparison against the GC/CM guaranteed maximum price (GMP). The GC/CM will be responsible for developing an independent estimate for this work package.

City Responsibilities

- Provide input on discretionary items and contingencies assumed for cost estimates.

Meetings

- None

Work Products

- Sketches and takeoff documents as needed to support development of cost estimates.

Deliverables

- AACEI Class 3 estimates based on preliminary design documents, including a Basis of Estimate report.
- AACEI Class 1 estimate based on the final design documents including a Basis of Estimate report.

Task 355 — Headworks Preliminary Design

Objective: Work under Tasks 355 involves the development of a Class 3 cost estimates for the preliminary headworks design developed under Phase 600.

Activities/Approach

- Review the headworks preliminary design technical documentation.
- Identify key cost drivers, quantities, and assumptions for each element of the design.
- Develop an AACEI Class 3 construction cost estimate for complete project construction cost, including direct and indirect costs, contingencies, and allowances.
- Develop an estimated construction schedule based on the scope of work reflected in the headworks preliminary design.

Task Assumptions

- AACEI Class 3 estimate- assumes a range of -20% to +30% based on preliminary design documents.

City Responsibilities

- Provide input on discretionary items and contingencies assumed for cost estimates.

Meetings

- None

Work Products

- Sketches and takeoff documents as needed to support development of cost estimates.

Deliverables

- AACEI Class 3 estimates based on preliminary design documents, including a Basis of Estimate report.

Task 356 — Headworks Intermediate Design

Objective: Work under Tasks 356 includes all tasks associated with developing a Class 2 cost estimates based on the headworks intermediate design developed under Phase 650.

Activities/Approach

- Review the intermediate design and supporting design documentation for development of the Class 2 estimate.
- Complete quantity takeoffs and unit pricing based on the available design details.
- Develop an AACEI Class 2 construction cost estimate for complete project construction cost, including direct and indirect costs, contingencies, and allowances.
- Coordinate the BC engineering design leads to review the cost estimate and validate scope and assumptions.
- Update the construction schedule to reflect the intermediate design scope of work.
- Coordinate the cost estimating group, including scheduling estimators and attending coordination calls with the estimating team to field questions and discuss proposed design concepts and discuss draft estimate review comments.

Task Assumptions

- AACEI Class 2 estimates a range of -15% to +20% based on intermediate design documents.

City Responsibilities

- Provide input on discretionary items and contingencies assumed for cost estimates.

Meetings

- None

Work Products

- Sketches and takeoff documents as needed to support development of cost estimates.

Deliverables

- AACEI Class 2 estimate based on the final design documents including a Basis of Estimate report.

Task 356 — Headworks Final Design

Objective: Work under Tasks 356 involves developing a Class 1 cost estimate for the headworks design package developed under Phase 700.

Activities/Approach

- Review the final design and supporting design documentation for development of the Class 1 estimate.
- Complete quantity takeoffs and unit pricing based on the available design details.

- Develop an AACEI Class 1 construction cost estimate for complete project construction cost, including direct and indirect costs, contingencies, and allowances.
- Coordinate the BC engineering design leads to review the cost estimate and validate scope and assumptions.
- Update the construction schedule to reflect the final design scope of work.
- Coordinate the cost estimating group, including scheduling estimators and attending coordination calls with the estimating team to field questions and discuss proposed design concepts and discuss draft estimate review comments.

Task Assumptions

- AACEI Class 1 estimates assumes a range of -10% to +15% based on final design documents.
- The Class 1 final design estimate will serve as a reference point for City comparison against the GC/CM GMP. The GC/CM will be responsible for developing an independent estimate.

City Responsibilities

- Review cost estimate
- Facilitate cost estimate coordination with GC/CM

Meetings

- None

Work Products

- Sketches and takeoff documents as needed to support development of cost estimates.

Deliverables

- AACEI Class 1 estimate based on the final design documents, including a Basis of Estimate report.

Phase 400 – Alternatives Analysis and Facility Planning

This phase includes a series of collaborative workshops to explore and refine project alternatives and design concepts to shape the vision for the new headworks facility. During this stage, the design team will work closely with City staff to develop and evaluate various concepts, focusing on key decisions such as building locations, process layouts, and equipment types.

In-lieu of producing separate technical memos for each of the topics covered within this phase, the findings will be consolidated into a single alternatives analysis report. The main body of the report will address core project alternatives and decisions, including process sequencing, number of structures and location, pumping systems, screening, septage receiving, odor control, and grit/grit washing systems.

The Facility Planning portion of this phase includes developing the concepts for supporting infrastructure and ancillary systems—such as electrical, instrumentation and controls (I&C), architectural components, and site improvements. These topics will be documented through the inclusion of workshop notes and presentation slides within the Appendix of the Alternative Analysis Report. The Facility Planning related topics not covered in the main report will be further developed and formally documented in the Basis of Design Report, prepared under Phase 450.

This streamlined documentation strategy is intended to enhance efficiency and streamline the early phases of design.

Task 401 – Quality Assurance and Quality Control

Activities/Approach: Implement the QMP developed under Phase 200 for the alternatives analysis. This work includes providing appropriate calculation and deliverable QA/QC reviews by in-house, senior staff members. Work products are listed in subsequent tasks. Incorporate internal and City review comments to prepare and complete listed work products.

This phase includes the following activities:

- Manage and execute the QMP for Phase 400 deliverables.
- Perform readability reviews for documents by technical editors.
- Perform discipline design reviews for all alternatives analyses and the draft Alternatives Analysis Report.
- Perform reviews by facility leads for all discipline documents associated with each process and/or facility.
- Conduct independent calculations review by experienced senior engineers.
- Verify that QA/QC reviewers concur with work products. Maintain written documentation of QA/QC reviews and written responses.
- Set up and administer Bluebeam Studio cloud-based document reviews internally and externally for concurrent review by City staff. The Studio session will be prefaced by project training for City reviewers for commenting and adjudication procedures.

City Responsibilities

- Provide coordinated and consolidated collection of review comments and resolution of any conflicting comments from the City reviewers prior to returning to the design team.
- Participate in the review process and provide an independent review of products.

Work Products

- QA/QC reviews documented with markup documents and/or comment logs for record-keeping.
- Collection and storage of QA/QC documentation as required by the QMP.
- Responses and backcheck of alterations made for City's review comments tabulated in an Excel worksheet.

Deliverables

- None

Task 402 – Design Criteria

Objective: The task involves analyzing historical and projected plant flow data to develop a process flow diagram for the new headworks, including bypass procedures, and to establish the design flow rate for the new facility. This work includes developing updated flow projections using historical plant influent flow and the recently completed WPCF Facility Plan. This task will also define critical hydraulic profile constraints for the new facility and establish additional process design criteria such as screenings solids loading, grit production rates, and septage receiving station capacity.

Activities/Approach

- Examine historical plant flow data and existing flow projections.
- Review the 2022 WPCF Facility Plan to identify forecasted plant flow conditions.

- Review the 2024 Sewer Comp Plan to identify forecasted plant flow conditions. The 2014 Sewer Comp Plan will be reviewed and references as needed.
- Develop process flow diagram for the existing and new headworks, as required to establish flows for the new headworks. Include bypassing procedures and flows for the new facility.
- Confirm the forecasted plant influent flow and develop flow design criteria that will serve as the basis of design for the new headworks facility.
- Review the 2022 WPCF Facility Plan and available Nutrient Reduction Evaluation documents to identify the path for the plant's future nitrogen upgrade to inform the alternatives analysis and equipment selection.
- Integrate findings from this task into the Process Sequence and Design Criteria workshop completed under Task 403.
- Establish additional key process design criteria, including screenings solids loading, grit production rates, and septage receiving station capacity. Define upstream and downstream hydraulic constraints for the new facility based on existing system conditions.

Task Assumptions

- No system-wide collection system modeling will be completed under this task.

City Responsibilities

- Provide historical plant flow data and planning documents as requested from the design team to inform headworks flow criteria.
- Provide documentation developed for the Nutrient Reduction Evaluation as needed to inform Phase 400 alternatives and equipment selection.

Meetings

- Findings from this phase will be presented in the Process Sequence and Design Criteria workshop completed under Task 403.

Work Products

- None

Deliverables

- None (workshop materials provided under Task 403)

Task 403 – Workshops/External Meetings

Objective: This task covers workshops that will be conducted throughout Phase 400. These workshops will be structured to summarize work completed under individual listed alternatives analysis topics and organized to solicit City feedback, receive design input, and document decisions for the topics. Design team workshop attendance and workshop notes are covered under this task. Specific workshop materials will be developed. The following table summarizes the intended workshops, anticipated number of attendees, and assumed duration.

Task 403 Alternatives Analysis Topics Workshops and Assumptions			
Topic		Number of BC & Subconsultant Attendees	Duration (hours)
1	Project Kickoff and Goal Setting	4	1
2	Project Delivery Evaluation, 1/2	4	1
3	Process Sequence and Design Criteria	4	1.5
4	Project Delivery Evaluation, 2/2	4	1.5
5	Number of Structures and Location	4	1
6	Pumping and Screens and Washer/Compacter	4	1.5
7	Septage Receiving Station	4	1
8	Odor Control	3	1
9	Grit and Grit Washer	3	1
10	Electrical and Instrumentation and Controls	6	1.5
11	Structural and Seismic Resiliency, Architectural	6	1
12	Bypass Improvements and Continuity of Operations	4	1.5
13	Climate Resiliency, Site, and Traffic	6	1

Task Assumptions

- Workshops will be held virtually.
- Workshops will be organized to cover the alternatives analysis topics listed under Task 405. The actual number of workshops may be reduced from the 13 listed in the table above by combining similar topics.

City Responsibilities

- Coordinate workshop attendance.
- Review and comment on workshop notes developed by BC.

Meetings

- See table above

Work Products

- Workshop materials, including agendas and notes

Deliverables

- Workshop notes and presentation materials following the workshop

Task 404 – Project Delivery Evaluation

Objective: The initial phase of this project will evaluate the benefits and disadvantages of different project delivery methods and their ability to achieve City project objectives. Project delivery methods evaluated under this task will include traditional design, bid, build; general contractor/construction manager (GC/CM); progressive design-build; and fixed-price design-build. Critical success factors (CSFs) for this project include maintaining uninterrupted plant operations and completion of work in year 2028. The project delivery evaluation will consider the influence of each delivery method on project budget, schedule, equipment procurement, operational considerations, construction phasing and commissioning, risk, and contractor selection criteria. This work will be completed through interactive workshops with the City structured to define the project drivers and objectives/CSFs,

evaluate the benefits and disadvantages of various delivery methods, and document the City's selected delivery method.

Activities/Approach

- Conduct two workshops structured to complete the following objectives:

Workshop 1: Delivery Methods and Selection

- Identify, prioritize, and document project drivers, CSFs, and risks.
- Compare the project drivers, CSFs, and risks against the benefits and disadvantages of each delivery method.
- Qualitatively evaluate each delivery method against project drivers and CSFs to inform delivery method selection by the City.
- Facilitate input from the City including confirmation of GC/CM as the preferred delivery method.

Workshop 2: PRC Approval and Project Packaging

- Develop a workplan for receiving PRC approval and outline the delineation of responsibilities between the City and BC in preparing the PRC application materials.
- Map steps for GC/CM procurement following PRC approval.
- Develop a conceptual plan for how the overall project scope of work will be divided into discrete bid packages or construction phases. The packaging strategy will be structured to optimize schedule, cost, and risk mitigation.
- Develop a draft and final Project Delivery Evaluation TM. The TM will include the following content:

Documentation of the project drivers, objectives, and CSFs identified during project workshops.

A summary description of each delivery method, including project-specific advantages and disadvantages of each method for achieving the project CSFs.

Summary of the City's delivery method selection decision and rationale.

An outline of the proposed project packaging approach.

Task Assumptions

- The scope of the delivery evaluation will be limited to traditional design, bid, build; GC/CM; progressive design-build; and fixed-price design-build. The differentiation of design-build methods will be evaluated at a screening level only for comparison purposes with the other listed methods.
- This task includes the development of workshop materials and workshop attendance.
- The process and findings from this task will be documented in a TM that is not to exceed 15 pages.

Work Products

- Two workshop presentations and notes

Deliverables

- Project Delivery Evaluation TM, draft and final

Task 405 – Alternatives Analysis and Facility Planning

Objective: Select preferred alternatives for the individual elements of the headworks project. Alternatives analysis solidifies decisions so that detailed design can move forward with clear focus and mutual understanding to avoid costly rework and delays during detailed design.

During this phase of the project, the design team will evaluate a range of conceptual options for key system components, such as pumping, screening, grit removal, flow control, and bypass. The alternatives analysis process will involve technical assessments, cost comparisons, and operational considerations to identify preferred alternatives for each element of the headworks. The team will then present these findings to the City in individual topic-specific workshops (Task 403) to gather feedback, refine selections, and integrate the City's preferences into the final predesign recommendations.

Activities/Approach:

Evaluate the following topics:

Process sequence: Evaluate multiple alternatives for the sequence of headworks processes, including the order and integration of pumping, screening, and grit removal. Consider operational efficiency, maintenance access, redundancy, and compatibility with future plant upgrades. The findings from this analysis will be included in the main body of the alternatives analysis report.

Number of structures and location: Compare alternatives for consolidating the new headworks into a single building versus distributing functions across multiple structures. Identify and evaluate potential site locations based on constructability, operational efficiency, site constraints, and integration with existing infrastructure. The findings from this analysis will be included in the main body of the alternatives analysis report.

Pumping: Evaluate pumping alternatives, including pump type (e.g., Archimedes screw, submersible, etc.), capacity, redundancy, and preliminary layout. Consider energy efficiency, City standards, ease of maintenance, and compatibility with upstream and downstream hydraulic conditions. This work includes vendor outreach, coordination, and development of vendor quotes. The findings from this evaluation will be included in the main body of the alternatives analysis report.

Screens and washer compacter: Evaluate screening system alternatives, including screen type, capacity, and redundancy. Assess options for screenings conveyance, storage, and hauling, with attention to odor control, ease of maintenance, City standards and preferences, operational safety, and process accommodations necessary for the anticipated plant nitrogen removal improvements. This work includes vendor outreach, coordination, and proposal development. The findings from this analysis will be included in the main body of the alternatives analysis report.

Grit and grit washer: Assess grit removal system alternatives, incorporating findings from the grit characterization study. Evaluate equipment types, sizing, and layout to confirm effective removal and washing of grit, with flexibility to accommodate future nitrogen removal upgrades. This work includes vendor outreach, coordination, and proposal development. The findings from this analysis will be included in the main body of the alternatives analysis report.

Odor control: Evaluate odor control alternatives for the new headworks, including type (e.g., carbon scrubbers, biofilters), location, and enclosure strategies. Develop a temporary odor control plan for construction activities, if needed, to minimize community and worker impacts. This analysis will also evaluate the potential to optimize plant odor control through consolidation of the headworks and primary clarifier odor control systems. This work includes vendor outreach, coordination, and proposal development. The findings from this analysis will be included in the main body of the alternatives analysis report.

Septage receiving station: Evaluate location and configuration options for a new or upgraded septage receiving station. Consider traffic access, security, odor control, flow equalization, and compatibility with headworks processes. This work includes vendor outreach, coordination, and proposal development. The findings from this analysis will be included in the main body of the alternatives analysis report. The septage receiving station is assumed to be design for receiving combined septage, chemical toilet waste, and include a vector spoils receiving station.

Structural: See structural scope summarized in Task 310. This work includes a detailed evaluation of structural systems, materials of construction, definition of the seismic design criteria, and the design criteria to support the headworks process equipment. The findings from this analysis will be included in the main body of the alternatives analysis report.

Bypass improvements: Identify and evaluate improvements to the existing influent piping to provide permanent means for bypassing the existing 30-inch diameter influent lines. This work will consider bypass location, hydraulic capacity, control mechanisms, constructability, and integration with the new headworks. This work will be completed through a desktop review of existing record drawings and determine whether further condition assessment work is warranted to inform design. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report. See the assumptions section for additional information.

Continuity of operations: Assess strategies to maintain uninterrupted operation of the existing headworks during construction, commissioning, and startup of the new facility. This evaluation includes temporary bypass systems, phased construction sequencing, and risk mitigation measures for critical transitions. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report.

Delivery packages: Analyze the project delivery strategy to determine if pre-procurement of long-lead equipment is necessary to meet the construction schedule. Evaluate the benefits and feasibility of issuing early work packages, such as site preparation or utility relocation, to accelerate project delivery. This evaluation will consider the findings from Task 404 to inform options for phased construction. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report.

Site and traffic: Conduct a site layout and traffic flow analysis for the proposed headworks location, including access for operations, maintenance, septage receiving, solids hauling, and emergency vehicles. Consider impacts to existing plant circulation and opportunities for long-term site optimization. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report.

Electrical and instrumentation and controls (I/C): Assess electrical and instrumentation and control system alternatives, including power supply routing, electrical room location and sizing, network type, control preferences, and integration with City standards. Address safety, redundancy, and peak power demands during dual operation of existing and new headworks that may occur during process commissioning. This work may include vendor outreach, coordination, and proposal development. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report.

Architectural: Identify architectural design alternatives and project architectural standards, including exterior and interior finishes, daylighting, and integration with existing site aesthetics. Consider

durability, maintenance, and opportunities for sustainable design. This work may include vendor outreach, coordination, and proposal development. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report.

Building mechanical: Evaluate mechanical systems for the headworks building(s), including heating, ventilation, and air conditioning; plumbing; fire protection; and area classification requirements. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report.

Climate resiliency: Identify design measures to enhance climate resiliency, including flood protection, temperature control, and structural durability. Evaluate risks from extreme weather events and incorporate adaptive strategies into the facility design. The findings from this analysis will be documented in the Appendix of the Alternatives Analysis Report through inclusion of workshop notes and slides. Full concept development and detailed documentation will be provided in the Basis of Design Report.

- Conduct vendor outreach to solicit preliminary equipment quotes for the alternatives with possible alternative equipment selections.
- Prepare technical materials as required to support alternatives analysis workshops, including design concepts, sketches, data tables, etc. See Task 403 for a list of the proposed workshops.
- Follow up on workshop technical activities, including further alternatives evaluations based on City feedback, summarizing topics discussed, and any decisions made and action items identified.
- Develop approximate operations and maintenance (O&M) cost estimates for the leading alternatives. Combine these estimates with capital cost data developed under Task 351 to prepare comparative life cycle cost evaluations. This analysis will support the selection of a preferred alternative by identifying and comparing long-term costs, including major equipment replacement, energy usage, and labor, where applicable.

Task Assumptions

- Alternatives analysis topics listed under the Activities/Approach section are proposed topics and may be altered as the project evolves. Prior project decisions may inform future project alternatives.
- Each analysis will evaluate up to four comprehensive alternatives.
- Evaluations will include planning level cost estimates and construction schedules prepared by the design team. Formal cost estimates and schedules by the cost estimating subconsultant will not be prepared.
- Evaluations will primarily consider capital and O&M costs; the evaluations will not be full business case evaluations.
- Contributory workshop slides and notes will serve as the deliverables prepared under this task. Workshop notes will document City feedback and decisions. The findings from this phase of work will be summarized in the Alternatives Analysis Report prepared under Task 410.
- The bypass evaluation will include a desktop assessment of all available and known information about the headworks influent pipelines. The desktop assessment will evaluate whether a physical condition assessment of the pipelines is necessary for design. If a

condition assessment is deemed necessary prior to the next phase of design, the work will be completed under the unanticipated services phase at the City's discretion. This scope of work does not include hydraulic modeling of the conveyance system to assess capacity.

City Responsibilities

- Provide input through written correspondence, in person meetings, and other means of communication ahead of workshops when requested.
- Attend alternatives analysis workshops.
- Review and provide comments during workshops and on workshop notes.

Meetings

- Workshops covered under Task 403

Work Products

- Contributory design concepts, data tables, sketches, cost comparisons, vendor quotes, calculations, and other information that may be excerpted for pre- (slides) and post- (notes) workshop materials.

Deliverables

None (workshop materials provided with Task 403)

Task 410 – Alternatives Analysis Report

Objective: Prepare Alternatives Analysis Report summarizing and documenting outcomes of the analysis, alternative selections, and recommendations developed under Tasks 402 and 405.

Activities/Approach: Activities under this task include writing and compiling the Alternatives Analysis Report. The report will document all the outcomes of the analysis, alternative selections, and recommendations developed under Tasks 402 and 405.

- Compile and summarize the findings from the alternative evaluations conducted under Tasks 402 and 405. Facility planning content from Task 405 will be excluded from the main body of the Alternatives Analysis Report and instead documented in the BODR. Development of the Alternatives Analysis Report will include documenting the range of alternatives considered for each major component of the headworks facility, including process configuration, equipment selection, and site layout.
- Provide a clear summary of evaluation criteria, including cost, constructability, and operational impacts.
- Prepare sketches of the selected alternatives as needed to support documentation and inform the subsequent BODR.
- Summarize the preliminary component cost estimates and life cycle considerations that were developed under Task 405.
- Clearly identify the recommended alternative(s) and provide justification based on technical, operational, and strategic factors.
- Incorporate workshop notes and slides from the facility planning topics as an Appendix to the Alternatives Analysis Report.

Task Assumptions

- The report will include the alternative topics evaluated under Task 405. A description of which topics will be covered within the main body of the Alternatives Analysis Report is noted within the topic descriptions provided in Task 405.

City Responsibilities

- Review and comment on the draft report.

Meetings

- None

Work Products

- None

Deliverables

- Draft and Final Alternatives Analysis Reports

Phase 450 – Basis of Design

Under this phase, BC will establish the basis of design concept for the new WPCF headworks facility and process. This work will build upon the alternatives analysis completed under Phase 400 by establishing clear project definition around equipment process sizing, facility locations, and general arrangements. The engineering team will refine and add project definition to design criteria for the headworks facilities, including process equipment sizing, development of the hydraulic profile, and continued vendor outreach and coordination started during the alternatives analysis phase. With the conceptual design established, the BODR will be drafted, documenting this work for submittal to Ecology to meet the requirements for an Engineering Report per Washington Administrative Code (WAC) 173-240-060. The BODR will define the project design criteria for each discipline and outline the criteria that will be used during the detailed design phase of the project.

Task 451 – QA/QC

Objective: Implement the QMP for review of project calculations and work products. Based on the QMP, provide appropriate calculation and deliverable QA/QC reviews by senior staff members in-house. Work products are listed in subsequent tasks.

Activities/Approach

- Manage and execute the QMP.
- Perform QA/QC of the BODR.
- Conduct independent calculations and deliverable review by experienced senior engineers. Responses to internal reviews and City comments will be tracked and maintained in the project file.
- Have technical editors perform readability reviews of documents.
- Document QA/QC activities, including signoff from reviewers, review comments, and responses.

Task Assumptions

- Internal QA/QC review will be completed under this phase. Comments will be addressed by the technical team under Tasks 455 through 459.
- Regulatory coordination will be completed under Phase 100 Task 130.

City Responsibilities

- Provide a coordinated and consolidated collection of review comments and resolution of any conflicting comments from the City reviewers prior to returning to the design team.
- Participate in the review process by reviewing task deliverables.

Meetings

- None

Work Products

- Collection and storage of QA/QC documentation as required by the QMP.

Deliverables

- Responses and backcheck of alterations made for City's review comments tabulated in an Excel worksheet.

Task 452 – Report Management and Workshops

Objective: This task involves managing the development and completion of the BODR, including drafting the report outline, coordinating contributions from technical team members, and compiling and editing the report for consistency, clarity, and completeness. This task will confirm the development of a high-quality, well-organized report that accurately reflects the design basis, supports project advancement, and meets the Washington State Department of Ecology requirements for a Preliminary Engineering Report. This task includes organizing a basis of design review workshop that will be conducted following the City's review of the report, prior to the start of preliminary design.

Activities/Approach

- Draft the initial BODR outline based on project scope, design elements, and process selected during the alternatives analysis phase.
- Coordinate with engineering discipline leads to conform content structure and report writing responsibilities.
- Track progress of section authors and provide guidance on content expectations.
- Facilitate internal review and resolve content gaps or overlaps.
- Incorporate materials drafted by project subconsultants into the main report, including, but not limited to, structural design work completed by PSE.
- Coordinate technical editing and word processing of the report prior to distribution to the City.
- Incorporate review comments and finalize the report for submission.
- Develop draft PDF and Word documents for delivery to the City for review.
- Coordinate stamping and signing of the finalized BODR.
- Develop workshop materials for a basis of design review workshop.

Task Assumptions

- BODR will be formatted to meet the criteria and content of an Engineering Report as defined by WAC 173-240-060 and the Criteria for Sewage Works Design (Orange Book) Section G1-4.1. The report will include the requirements necessary for federal or state financial assistance as noted in Section G1-4.1.3.

- Technical content of the BODR will be drafted by discipline leads under Tasks 455 through 459.
- Technical content produced by subconsultants will be produced under Phase 300 and incorporated into the report under this phase.
- The task budget assumes eight coordination meetings, 30 minutes each, for 17 team members.

City Responsibilities

- Review the draft BODR and provide a consolidated set of review comments.
- Facilitate City BODR workshop attendance.

Meetings

- Regular internal design team coordination meetings following completion of the alternatives analysis phase to facilitate cross-discipline collaboration and on schedule production of the report. See task assumptions for meeting frequency, attendance, and duration.
- 1.5-hour BODR workshop, attended by six BC staff.

Work Products

- BODR outline

Deliverables

- Draft BODR, PDF and Word versions
- Final BODR, PDF, signed and sealed by professional engineer(s) licensed in the State of Washington
- Workshop materials and notes

Task 453 – Ecology Engineering Report Drawings

Objective: Develop diagrammatic drawings of the conceptual headworks design, as required, to satisfy Ecology Engineering Report permitting requirements per Washington Administrative Code 173-240-060.

Activities/Approach

- Develop diagrammatic drawings of the conceptual headworks design. Drawings may include site plans, building floorplan layouts, hydraulic profile, process flow diagrams, and bottom half process and instrumentation diagrams.

Task Assumptions

- Approximately six preliminary drawings will be produced.
- Drawings will be included in the BODR delivered under Task 452.

City Responsibilities

- None

Meetings

- None

Work Products

- None

Deliverables

- Diagrammatic drawings of the conceptual headworks design

Tasks 454 through 459 – Basis of Design

Tasks 454 through 459 include the development of technical content for the BODR, which will be composed of two distinct components: the main report body and supporting TMs provided as appendices. The main body of the report will focus on documenting the conceptual framework of the project identified through the alternatives analysis phase. It will include key elements such as design criteria, selected equipment, building layouts and configurations, and process flow diagrams.

Discipline-specific design guides will be included as appendices, complementing the main report. These guides will outline project-specific standards and practices, detailing items such as applicable codes, area classifications, specified material types, and instrument and equipment numbering systems. While the main body captures the overarching design intent and a complete facility, the design guides serve as reference documents to provide consistency and compliance across all disciplines during detailed design for their areas of purview.

The tasks described below are common to the basis of design phase and are separated by discipline. Details specific to each discipline are detailed in the scope for each task.

Objective: Prepare the BODR to document the project concept and design criteria, design intent, and decisions for each of the key design disciplines. Obtain approval from the City on the conceptual design; develop the schematic overall process configuration.

Activities/Approach

- **Task 454 – Process and Process Mechanical.** Document the process mechanical design criteria. Criteria will include equipment redundancy; equipment type; access space (setbacks and clearances); odor control; channel size; piping size and redundancy requirements; process water requirements; pump selection/hydraulic calculation requirements; and materials selection, coatings, and corrosion control requirements. Prepare schematic hydraulic profile and process flow diagram.
- **Task 455 – Site Civil.** Document and include an overall analysis of the site plan and the civil design criteria and standards applicable for all facilities and structures. Document design criteria specific to site civil elements, including roadway access requirements; overall site general arrangement of major yard piping, utilities, traffic flow, emergency access, roadways and sidewalks, entrances, and security; fire protection requirements; and on-site stormwater collection and management.
- **Task 456 – Building Mechanical.** Document the heating, ventilation, and air conditioning and plumbing design criteria. Criteria will include equipment redundancy, equipment type, access space, space classifications and ventilation rates, plumbing requirements, potable water requirements, Washington State Energy Code, and ambient design conditions. Confirm compliance with applicable codes and standards for worker safety and equipment protection. This work may include vendor outreach, coordination, and proposal development.
- **Task 457 – Electrical.** Document design criteria specific to site electrical elements, including power utility source and coordination requirements and overall site general arrangement of the service entrance, transformers, standby generator, and major duct banks. Criteria will include a description of the overall facility electrical structure, applicable codes and standards that will be used through the design process, facility-wide one-line diagram, and preferred materials of construction. Define the applicable electrical classifications for the areas of the facility. This work will use National Fire Protection Association 820 to define the

appropriate electrical classification and ventilation rates for each area or room, where appropriate.

- **Task 458 – Instrumentation and Controls.** Document the instrumentation and control design criteria. This will include instrumentation and control system requirements, applicable codes and standards that will be used through the design process, a description of overall facility control system architecture, control panel and programmable logic controller requirements, operator graphical interface requirements, motor controls, network and fieldbus media and protocols, vendor package control system interconnection requirements with the facility control system, equipment tagging/numbering system, and modifications to existing site security and access control as affected by the new headworks building.
- **Task 459 – Architectural.** Document the code-required architectural design criteria for the above-ground facilities. This will identify building type, ingress/egress, space plans, and other architectural standards and design criteria.

Task Assumptions

- Design Guides will be 5–10 pages each on average and will be included as appendices to the BODR. Some TMs may be combined, as appropriate.
- Structural and Seismic Design Criteria TM and related BODR sections will be prepared under Task 310.
- Architectural elevations and treatments and building mechanical elements and layouts will be generally deferred to the intermediate design phase.
- Only selected alternatives from the alternatives analysis phase will be included in the BODR. Ecology may additionally be provided the Alternatives Analysis Report to meet the requirements of WAC 173-240-060.
- The BODR will be delivered under Task 452.

City Responsibilities

- None

Meetings

- Internal meetings covered under Phase 300

Work Products

- None

Deliverables

- BODR
- Design Guides for the following disciplines: process mechanical, building mechanical, structural, electrical, civil, instrumentation and controls, and architectural

Phase 500 – Site Preparation Package

Objective: This phase encompasses all design activities associated with the preparation of drawings and specifications for a site preparation package that will be constructed by the GC/CM. The scope of this package includes preparation of design documents for work that will prepare the project site construction of the new headworks facility. This phase of the design and subsequent construction work will be completed prior to completion of the headworks design.

The following scope of work outlines the site preparation work as a single design package. The site preparation work may include demolition of the existing headworks odor control bed, installation of temporary odor control system, re-alignment of existing conveyance piping, bulk grading, geotechnical ground improvement(s), and installation of a permanent isolation and bypass system on the western side of the Snohomish River. The number and delineated scope of the actual site preparation package(s) will be identified in the delivery packages task, Phase 400 Task 404, and confirmed with the GC/CM following contractor onboarding. The Site Preparation Package design documents will be developed in three design phases – preliminary, final, and bid package. This phase includes services during bidding and construction.

This scope of work and the associated budget are based on the following assumed sheet list for the site preparation package.

Site Preparation Package Sheet List	
Discipline	Sheet Name
G	COVER SHEET, LOCATION AND VICINITY MAP
G	INDEX OF DRAWINGS 1
DI	TEMPORARY ODOR CONTROL
DI	BYPASS MODIFICATIONS
CX	YARD PIPING DEMOLITION
CX	YARD PIPING DEMOLITION
CX	YARD PIPING DEMOLITION
GX	ODOR CONTROL DEMO 1
GX	ODOR CONTROL DEMO 2
C	BYPASS MODIFICATIONS 1
C	BYPASS MODIFICATIONS 2
C	BYPASS MODIFICATIONS 3
C	BYPASS MODIFICATIONS 4
C	GEOTECHNICAL IMPROVEMENTS
C	YARD PIPING ALIGNMENT 1
C	YARD PIPING ALIGNMENT 2
S	BYPASS MODIFICATIONS 1
S	BYPASS MODIFICATIONS 2
D	TEMPORARY ODOR CONTROL 1
D	TEMPORARY ODOR CONTROL 2
D	TEMPORARY ODOR CONTROL 2
E	TEMPORARY ODOR CONTROL 1
E	TEMPORARY ODOR CONTROL 2

Task 501 Preliminary Design

Activities/Approach:

- Develop preliminary design documents for the site preparation package. The documents will incorporate the recommendations, decisions, and design criteria established during the alternatives analysis and basis of design (predesign) phases. Preliminary design will include the general arrangement of the improvements; development of the overall process configuration from schematic to spatial arrangements and include a completion of all major Process, Civil, Structural and Process Mechanical models of all major process areas.
- Develop design models and drawings conforming to the project specific CAD standards and BXP developed under Phase 200 Task 220.
- Incorporate any relevant GC/CM BODR review comments into the site preparation package design.
- Prepare a Design Memorandum that describes any changes to the design assumptions and criteria that were documented in the BODR, description of resolved and outstanding issues, and a discussion of any further field work or investigations that may be required to advance to final design.

Task Assumptions

- The scope of work assumes that the development of the site preparation package will commence following completion of the Basis of Design Report and be developed in parallel with preliminary and intermediate design of the headworks facility.
- Cost estimates for the site preparation package are prepared under Phase 350.
- Technical specifications will be prepared in Division 50 CSI master format using BC standards.
- The site preparation package will use City provided Division 00 and 01 specifications.
- The site preparation package phase will not include an intermediate design task.
- Bypass modification process mechanical valving will be represented on the civil drawings.

Meetings

- Site Preparation Package Workshop – Preliminary Design Review

Work Products

- Workshop notes and slides

Deliverables

- Preliminary (30%) design drawings and specifications
- Design memorandums

Task 502 Final Design

Activities/Approach:

- Advance the site preparation package preliminary design drawings and specifications to final design, representing completion of the construction documents.
- Address City and GC/CM preliminary design review comments and integrate changes into the design.
- Develop design models and drawings conforming to the project specific CAD standards and BXP developed under Phase 200 Task 220.

- Prepare a Design Memorandum outlining any final design work required to advance the final design to bid documents.

Task Assumptions

- Final design documents will be provided to the GC/CM for development of the GMP.
- Cost estimates are prepared under Phase 350.

Meetings

- Site Preparation Package Workshop – Final Design Review

Work Products

- Workshop notes and slides
- Documented responses to City and GC/CM preliminary design review comments

Deliverables

- Final design drawings and specifications
- Design memorandums

Task 503 Bid Documents and Services During Bidding

Activities/Approach:

- Update the site preparation package final design to a document set suitable for bidding by addressing City and GC/CM final design review comments.
- Preparation of Bid Addenda to answer Bidder questions and provide edits, changes, or clarifications to bid documents.
- Complete conformed “for construction” contract documents incorporating addenda from the bidding period.
- Respond to contractor RFIs during bidding period
- Attend pre-bid meeting
- Provide input to construction phase permits of a technical nature

Task Assumptions

- Bidder qualifications will be included in the bidding documents (i.e. no separate pre-qualification step prior to formal bid period).
- Total of 30 bidder questions during bid period.
- Total of 5 addendum will be issued, consisting of drawing updates (noted with revision clouds) and changes to the text on contents of the specifications.
- Total of 5 bid submissions.
- No hard copy prints are included as part of this scope.

Meetings

- None

Work Products

- Documented responses to City and GC/CM final design review comments.

Deliverables

- Bid document drawings and specifications

- Design memorandums
- Five addendum
- One electronic deliverable (PDF) set of “for construction” documents will be provided for the Conformed Documents.

Task 504 Services During Construction

Activities/Approach:

- Provision of a 25% FTE part time Construction Administrator (CA) for the site preparation package. CA will be responsible for oversight and coordination of the BC team construction support activities.
- Coordination with City public works, building, and operations staff, City’s Construction Manager (CM), office engineering staff, and subconsultants performing construction phase services.
- Management of subconsultant services during construction.
- Attend external meetings and workshops, including check-in meetings between City PM and BC PM and between the City and City’s Construction Manager (when requested).
- Provide Quality Assurance and Quality Control in construction phase deliverables to include meeting agenda and notes, submittal review comments, RFI responses, and change order designs.

Task Assumptions

- The City may elect to retain a third-party Construction Management (CM) firm to support site preparation package construction. Any changes to BC’s scope and budget initiated by onboard of a CM firm will be documented and addressed via amendment.
- The site preparation package construction activities will be no longer than 6 months (Notice to Proceed until Physical Completion).
- BC will not host a document management system for the City and Contractor. BC’s file management system will not be part of workflows for submittals, RFIs, and other construction record documents.
- CA will be provided real time access to Inspector’s Daily Reports.

Meetings

- Weekly construction meetings with City and GC/CM.

Work Products

- None

Deliverables

- Submittal review comments
- RFI responses
- Change order design documents (as needed)

Task 505 QAQC

Activities/Approach

- Implement the QMP for review of project calculations and work products for the site preparation package preliminary and final design documents. Based on the QMP, provide appropriate calculation and deliverable QA/QC reviews by senior staff members in-house.
- Conduct independent calculations and deliverable review by experienced senior engineers. Responses to internal reviews and City comments will be tracked and maintained in the project file.
- Document QA/QC activities, including signoff from reviewers, review comments, and responses.

Task Assumptions

- Internal QA/QC review will be completed under this phase. Comments will be addressed by the technical team during the associated design stage under Tasks 501 and 502.

City Responsibilities

- Provide a coordinated and consolidated collection of review comments and resolution of any conflicting comments from the City reviewers prior to returning to the design team.
- Participate in the review process by reviewing task deliverables.

Meetings

- None

Work Products

- Collection and storage of QA/QC documentation as required by the QMP.

Deliverables

- Responses and backcheck of alterations made for City's review comments tabulated in an Excel worksheet.

Phases 600, 650, 700, 710 Preliminary and Detailed Design of Headworks Package

The headworks design will be completed in four phases;

- Phase 600 – Preliminary Design
- Phase 650 – Intermediate Design
- Phase 700 – Final Design
- Phase 710 – Bid Documents

The key outcomes for these phases will be the following:

- Prepare bid documents for complete construction and commissioning of the WPCF headworks facility as documented in the Basis of Design Report.
- Coordinate the execution of the detailed design in concert with the site preparation package.
- Lead the project design team to meet schedule milestones.

The Intermediate and Final Design submittals will include unsigned Washington State Professional Engineer seals and be stamped “Preliminary – Not for Construction”. The Bid Documents will include signed Washington State Professional Engineer seals.

The subtasks under each detailed design phase are grouped by discipline and are consistent from phase to phase as shown in the table below. The individual subtasks are associated with discipline specific scopes of work. Subtasks 601, 651, 701, and 751 are all QA/QC activities for the respective phase.

The budget proposed for this detailed design phase is based on the sheet list provided in Attachment A: which includes 362 sheets encompassing all engineering disciplines and architectural work. This scope of work was developed prior to the initiation of the project, at which time the configuration and requirements of the headworks facility were not yet defined. See the scope of work section titled Scope of Work Summary and Work Breakdown Structure for a bulleted description of the assumed facility. Following completion of the intermediate design phase, the project team will reassess the scope and budget to reflect the actual headworks facility design requirements. At that time, an amendment will be issued to incorporate revised scope elements based on confirmed design criteria, adjust the project budget to align with the updated scope, and formally include any work previously considered out-of-scope due to initial design uncertainties.

OA services, including support during guaranteed maximum price negotiations, will be completed under Phase 150.

Phase 600 – Preliminary Design

Objective: Develop design documents representing the general arrangement of the headworks facility based on the recommendations, decisions, and design criteria established during the Alternatives Analysis and Basis of Design Phases. The preliminary design will be consistent with the conceptual design outlined in the Alternatives Analysis and Basis of Design Reports. Design models and drawings will conform to the project-specific CAD standards and BXP developed under Phase 200. This phase includes completion of all major Process, Electrical, and Instrumentation schematics, diagrams, and calculations. This phase also includes developing Civil, Structural and Process Mechanical models of all major process areas.

In addition to development of the design drawings, this phase includes the following activities:

- Develop control narratives to supplement P&IDs
- Develop hydraulic profile calculations for the gravity flow components of the headworks facility
- Equipment sizing and refinement of initial equipment selection completed during the basis of design
- Develop key project specifications for critical equipment and materials
- Develop data sheets and lists for gates, piping, valves and instrumentation
- Confirm the equipment, electrical load, and instrumentation lists developed as part of the previous design phase
- Prepare a Design Memorandum that describes any changes to the design assumptions and criteria from those documented in the BODR, description of resolved and outstanding issues, and a discussion of any further field work or investigations that may be required to advance to intermediate design.

Phase 650 – Intermediate Design

Objective: Obtain approval from the City on the complete arrangement of the proposed headworks design. This is considered the design scope freeze point. Civil, structural, architectural, and process mechanical models are largely complete and all major design decisions have been reached and approved. Electrical, instrumentation, and building mechanical models have been progressed. Major construction documents, drawings, and specifications have been progressed. This phase includes addressing preliminary design comments provided by the City, GC/CM, and other stakeholders. A revised cost estimate and construction schedule will be provided under Phase 350.

Following completion of the intermediate design phase, the project team will reassess the scope and budget to reflect the actual headworks facility requirements. At that time, an amendment will be issued to incorporate revised scope elements based on the confirmed design criteria and facility configuration, adjust the project budget to align with the updated scope, and identify and formally include any work previously considered out-of-scope due to initial design uncertainties.

The initial project contract scope of work ends at Phase 650. Subsequent design phases 700 through 720 will be added by amendment at the City's discretion.

Phase 700 – Final Design

Phase 700 Scope of work is not included in the initial design contract. This work will be added through an amendment at the City's request.

Objective: The final design phase advances the intermediate design package to a complete set of engineering plans and technical specifications. The final design reflects a comprehensive and detailed representation of the headworks facility and will serve as the basis for developing the GC/CM GMP and a final constructability review for development of the bid documents. The final Design documents will be submitted to the City, permitting agency(ies), and other stakeholders for review and comment. A Class 1 cost estimate and construction schedule will be developed under Phase 350. Regulatory coordination will be completed under Phase 100 Task 130.

Phase 710 – Bid Documents

Phase 710 Scope of work is not included in the initial design contract. This work will be added through an amendment at the City's request.

Objective: The bid set phase advances the final design documents to bid ready status. This phase includes updating the final design based on comments from permitting agency(ies), City, GC/CM, and other stakeholders. This phase includes a final QAQC step to check for project completion.

The following table summarizes the discipline specific tasks included in each of the preliminary through detailed design phases. Structural design is scoped under Phase 300 Task 310. The narrative sections below the table summarize the general task specific activities.

Headworks Package Detailed Design Phase and Task Summary				
Task Name	Phase 600	Phase 650	Phase 700 ^a	Phase 710 ^a
	Preliminary Design	Intermediate Design	Final Design	Bid Documents
	Task Number	Task Number	Task Number	Task Number
QAQC	601	651	701	751
Workshops/External meetings	603	653	703	753
Process Mechanical	605	655	705	755
Civil	606	656	706	756
Building Mechanical	607	657	707	757
Electrical	608	658	708	758
I&C	609	659	709	759
Architectural	610	660	710	760

a. Phase not included in initial design contract.

Activities/Approach: The following describes the activities/approach that are anticipated for each discipline or facility throughout Phases 600, 650, 700, and 710, where XX represents the primary digits of the phase. Level of effort is based on the activities, frequencies, and quantities described:

- Task XX1 – Quality Assurance/Quality Control
 - Prepare a QA/QC plan and provide senior oversight to plan, monitor, and control the project quality to meet the project goal within the established budgets and schedule.
 - Update and implement the QA/QC plan during this phase.
 - Document all QA/QC activities including review comments and responses.
- Task XX3 – Workshops/External Meetings
 - 3 workshops during intermediate design which include:
 - Intermediate design review
 - Intermediate design cost and schedule review
 - Design progress updates on specific topics
 - 3 workshops during final design which include:
 - Final design review
 - Final design cost and schedule review
 - Design progress updates on specific topics
 - 1 workshop during bid documents:
 - Bid documents design review and services during bidding and construction

- Tasks XX5 through XX0 – Process Mechanical, Civil, Building Mechanical, Electrical, I&C, and Architectural
 - Advance headworks concept from preliminary through final design.
 - Complete vendor coordination and equipment selection initiated during the basis of design phase.
 - Finalize equipment list, instrumentation list, electrical loads, and cable and raceway schedules during intermediate design.
 - Coordinate with BIM team to facilitate advancement of the project model for development of the design drawings.
 - Address internal QAQC comments prior to submission of draft intermediate and final design documents to City.
 - Complete design and preparation of bid ready design documents through addressing City, GC/CM, permitting agency, and stakeholder review comments.

Task Assumptions

- City will continue to accept a hybrid CAD standard that includes applicable City standards and BC standards to accommodate the use of BIM tools and 3D design.
- Workshops are assumed to be one-hour meetings held virtually via MS Teams.
- Cost estimates will be developed under Phase 350.
- Regulatory coordination will be completed under Phase 100 Task 130

Work Products

- Workshop notes and presentation materials

Deliverables

- Preliminary design drawings and specifications
- Intermediate design drawings and specifications
- Final design drawings and specifications
- Bid document drawings and specifications

Phase 720 –Services During Bidding and Conformed Documents

Phase 720 Scope of work is not included in the initial design contract. This work will be added through an amendment at the City's request.

Objective: This phase of work includes services during bidding and updating the bid documents to include addenda items and design changes resulting from GC/CM GMP negotiations, resulting in a complete set of “for construction” contract documents.

Activities/Approach:

- Attend pre-bid meeting(s)
- Distribute contractor RFIs to engineering team during bid period and consolidate responses.
- Formalize RFI responses into Bid Addenda to answer Bidder questions and provide edits, changes, or clarifications to bid documents.
- Update the design documents to incorporate any changes initiated through GMP negotiations.
- Advance bid documents to conformed “for construction” contract documents incorporating addenda from the bidding period.

Task Assumptions

- The proposed budget assumes no more than 200 bidder questions will be received during the bid period.
- Total of 10 addendum will be issued, consisting of drawing updates (noted with revision clouds) and changes to the text on contents of the specifications.
- Two BC staff will attend up to two pre-bid meetings for a duration of four hours each
- The Conformed Documents will include signed Washington State Professional Engineer seals.
- One electronic deliverable (PDF) set of design documents will be provided for the Conformed Documents. No hard copy prints are included as part of this scope.

Meetings

- None

Work Products

- None

Deliverables

- Ten addendum
- Conformed documents

Phase 780 – Unanticipated Services

Objective: Provide budget allowance for potential additional work requested by the City.

Activities/Approach: To be determined, based on City requests.

Task Assumptions

- No work will be completed under this task without written direction from the City. The budgeted amount for unanticipated services is as provided in Exhibit B.
- BC will prepare a PCR describing each additional and identifiable task under this allowance. The PCR will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.

City Responsibilities

- Provide direction and authorization for requested additional work.

Meetings

- As needed to complete unanticipated service tasks

Work Products

- As documented in PCR

Deliverables

- As documented in PCR

Attachment A: Headworks Sheet List

Discipline	Sheet Number	Sheet Count	Drawing Title
G	0001	1	COVER SHEET, LOCATION AND VICINITY MAP
G	0002	2	INDEX OF DRAWINGS 1
G	0003	3	INDEX OF DRAWINGS 2
G	0004	4	INDEX OF DRAWINGS 3
G	0005	5	GENERAL LEGEND AND SYMBOLS
G	0006	6	ABBREVIATIONS 1
G	0007	7	ABBREVIATIONS 2
G	0008	8	CIVIL SYMBOLS AND LEGEND
G	0009	9	INSTRUMENTATION SYMBOLS AND ABBREVIATIONS
G	0010	10	P&ID LEGEND AND SYMBOLS
G	0011	11	P&ID LEGEND AND SYMBOLS
G	0012	12	P&ID LEGEND AND SYMBOLS
G	0013	13	ARCHITECTURAL LEGEND
G	0014	14	STRUCTURAL LEGEND AND SYMBOLS
G	0015	15	PROCESS MECHANICAL LEGEND
G	0016	16	PLUMBING LEGEND
G	0017	17	HVAC LEGEND
G	0018	18	ELECTRICAL LEGEND 1
G	0019	19	ELECTRICAL LEGEND 2
G	0020	20	ELECTRICAL GENERAL NOTES
G	0021	21	AREA LEGEND
G	0022	22	HYDRAULIC PROFILE
G	0023	23	DESIGN CRITERIA AND SUMMARY
G	0024	24	PROCESS SCHEMATIC
DI	0001	25	SCREEN P&ID 1
DI	0002	26	SCREEN P&ID 2
DI	0003	27	SCREEN P&ID 3
DI	0004	28	SCREEN P&ID 4
DI	0005	29	SCREEN P&ID 5
DI	0006	30	INFLUENT CHANNEL P&ID
DI	0007	31	INFLUENT PUMPING 1 P&ID
DI	0008	32	INFLUENT PUMPING 2 P&ID
DI	0009	33	INFLUENT PUMPING 3 P&ID
DI	0010	34	INFLUENT PUMPING 4 P&ID
DI	0011	35	INFLUENT PUMPING 5 P&ID
DI	0012	36	SCREENINGS PROCESSING 1 P&ID
DI	0013	37	SCREENINGS PROCESSING 2 P&ID
DI	0014	38	SCREENINGS PROCESSING 3 P&ID
DI	0015	39	WATER SYSTEM P&ID
DI	0016	40	GRIT REMOVAL 1 P&ID
DI	0017	41	GRIT REMOVAL 2 P&ID
DI	0018	42	GRIT REMOVAL 3 P&ID
DI	0019	43	GRIT PUMPING 1 P&ID
DI	0020	44	GRIT PUMPING 2 P&ID

Discipline	Sheet Number	Sheet Count	Drawing Title
DI	0021	45	GRIT WASHING 1 P&ID
DI	0022	46	GRIT WASHING 2 P&ID
DI	0023	47	EFFLUENT CHANNEL P&ID
DI	0024	48	CHANNEL BYPASS P&ID
DI	0025	49	SUMP PUMPS 1 P&ID
DI	0026	50	SUMP PUMPS 2 P&ID
DI	0027	51	SUMP PUMPS 3 P&ID
DI	0028	52	CHEMICAL STORAGE TANK + TRANSFER PUMP 1 P&ID
DI	0029	53	CHEMICAL STORAGE TANK + TRANSFER PUMP 2 P&ID
DI	0030	54	DOSING PUMP SKID 1 P&ID
DI	0031	55	DOSING PUMP SKID 2 P&ID
DI	0032	56	ODOR CONTROL SYSTEM 1 P&ID
DI	0033	57	ODOR CONTROL SYSTEM 2 P&ID
DI	0034	58	SEPTAGE RECEIVING FACILITY 1 P&ID
DI	0035	59	SEPTAGE RECEIVING FACILITY 2 P&ID
DI	0036	60	GENERATOR AND ELECTRICAL MONITORING P&ID
CE	0001	61	CIVIL EXISTING CONDITIONS 1
CE	0002	62	CIVIL EXISTING CONDITIONS 2
CX	0001	63	CIVIL DEMOLITION 1
CX	0002	64	CIVIL DEMOLITION 2
CX	0003	65	CIVIL DEMOLITION 3
CX	0004	66	CIVIL DEMOLITION 4
GX	0001	67	GENERAL DEMOLITION 1
GX	0002	68	GENERAL DEMOLITION 2
GX	0003	69	GENERAL DEMOLITION 3
GX	0004	70	GENERAL DEMOLITION 4
GX	0005	71	DEMOLITION PHOTOS 1
GX	0006	72	DEMOLITION PHOTOS 2
C	0001	73	CIVIL AND YARD PIPING DETAILS
C	0002	74	CIVIL AND YARD PIPING NOTES
C	0003	75	CIVIL AND YARD PIPING LEGENDS AND SYMBOLS
C	0004	76	EROSION AND SEDIMENTATION NOTES
C	0005	77	EROSION AND SEDIMENTATION PLAN
C	0006	78	EROSION AND SEDIMENTATION DETAILS
C	0007	79	OVERALL SITE LAYOUT AND GRADING PLAN
C	0008	80	SITE LAYOUT AND GRADING PLAN – 1
C	0009	81	SITE LAYOUT AND GRADING PLAN – 2
C	0010	82	SITE LAYOUT AND GRADING SECTIONS – 1
C	0011	83	SITE LAYOUT AND GRADING SECTIONS – 2
C	0012	84	OVERALL YARD PIPING PLAN
C	0013	85	YARD PIPING PLAN – 1
C	0014	86	YARD PIPING PLAN – 2
C	0015	87	YARD PIPING PLAN – 3
C	0016	88	YARD PIPING AND VAULT DETAILS – 1

Discipline	Sheet Number	Sheet Count	Drawing Title
C	0017	89	YARD PIPING AND VAULT DETAILS – 2
C	0018	90	YARD PIPING AND VAULT DETAILS – 3
C	0019	91	YARD PIPING PROFILES 1
C	0020	92	YARD PIPING PROFILES 2
A	0001	93	ARCHITECTURAL PLAN 1
A	0002	94	ARCHITECTURAL PLAN 2
A	0003	95	ARCHITECTURAL PLAN 3
A	0004	96	ARCHITECTURAL SECTION 1
A	0005	97	ARCHITECTURAL SECTION 2
A	0006	98	ARCHITECTURAL SECTION 3
A	0007	99	ARCHITECTURAL DETAILS 1
A	0008	100	ARCHITECTURAL DETAILS 2
A	0009	101	ARCHITECTURAL DETAILS 3
A	0010	102	ARCHITECTURAL DETAILS 4
S	0001	103	ASSUME 70 STRUCTURAL SHEETS PER PSE SCOPE OF WORK
S	0002	173	ASSUME 70 STRUCTURAL SHEETS PER PSE SCOPE OF WORK
D	0001	174	INFLUENT CHANNEL PLUS GATES LL PLAN
D	0002	175	INFLUENT CHANNEL PLUS GATES UPPER LEVEL PLAN
D	0003	176	INFLUENT CHANNEL SECTIONS
D	0004	177	INFLUENT PUMPING STATION LOWER LEVEL PLAN
D	0005	178	INFLUENT PUMPING STATION UPPER LEVEL PLAN
D	0006	179	INFLUENT PUMPING SECTION – 1
D	0007	180	INFLUENT PUMPING SECTION – 2
D	0008	181	INFLUENT PUMPING SECTION – 3
D	0009	182	INFLUENT PUMPING SECTION – 4
D	0010	183	INFLUENT PUMPING SECTION – 5
D	0011	184	INFLUENT PUMPING DETAILS
D	0012	185	HEADWORKS SCREENS PLAN - 1
D	0013	186	HEADWORKS SCREENS PLAN - 2
D	0014	187	HEADWORKS SCREENS PLAN - 3
D	0015	188	HEADWORKS SCREENS PLAN - 4
D	0016	189	HEADWORKS SCREENS SECTION – 1
D	0017	190	HEADWORKS SCREENS SECTION – 2
D	0018	191	HEADWORKS SCREENS SECTION – 3
D	0019	192	HEADWORKS SCREENS SECTION – 4
D	0020	193	HEADWORKS SCREENS SECTION – 5
D	0021	194	BYPASS CHANNEL PLAN
D	0022	195	BYPASS CHANNEL SECTION
D	0023	196	TRUCK LOAD OUT UPPER LEVEL PLAN
D	0024	197	TRUCK LOAD OUT LOWER LEVEL PLAN
D	0025	198	TRUCK LOAD OUT SECTION - 1

Discipline	Sheet Number	Sheet Count	Drawing Title
D	0026	199	TRUCK LOAD OUT SECTION - 2
D	0027	200	HEADWORKS SCREENS / TRUCK LOAD-OUT DETAILS - 1
D	0028	201	HEADWORKS SCREENS / TRUCK LOAD-OUT DETAILS - 2
D	0029	202	HEADWORKS SCREENS / TRUCK LOAD-OUT DETAILS - 3
D	0030	203	HEADWORKS SCREENS / TRUCK LOAD-OUT DETAILS - 4
D	0031	204	HEADWORKS GRIT REMOVAL LOWER LEVEL PLAN
D	0032	205	HEADWORKS GRIT REMOVAL UPPER LEVEL PLAN
D	0033	206	HEADWORKS GRIT REMOVAL SECTIONS – 1
D	0034	207	HEADWORKS GRIT REMOVAL SECTIONS – 2
D	0035	208	HEADWORKS GRIT REMOVAL DETAILS - 1
D	0036	209	HEADWORKS GRIT REMOVAL DETAILS - 2
D	0037	210	HEADWORKS ODOR CONTROL PLAN
D	0038	211	HEADWORKS ODOR CONTROL SECTIONS AND DETAILS - 1
D	0039	212	HEADWORKS ODOR CONTROL SECTIONS AND DETAILS - 2
E	0001	213	ELECTRICAL SITE PLAN - LIGHTING/POWER/SIGNAL AND CONTROL
E	0002	214	ELECTRICAL SITE PLAN - LIGHTING/POWER/SIGNAL AND CONTROL
E	0003	215	HEADWORKS OVERALL ELECTRICAL PLAN
E	0004	216	HEADWORKS AREA CLASSIFICATION DRAWING
TE	0001	217	OVERALL ELECTRICAL ONELINE - HEADWORKS TEMPORARY POWER
TE	0002	218	ELECTRICAL SITE PLAN - TEMPORARY POWER CUTOVER
TE	0003	219	ELECTRICAL DETAILS AND PHOTOS - TEMPORARY CUTOVER
TE	0004	220	ELECTRICAL DETAILS AND PHOTOS - TEMPORARY CUTOVER
DE	0001	221	OVERALL ELECTRICAL ONELINE - HEADWORKS DEMOLITION
DE	0002	222	ELECTRICAL SITE PLAN - HEADWORKS DEMOLITION
DE	0003	223	ELECTRICAL DETAILS AND PHOTOS - DEMOLITION
DE	0004	224	ELECTRICAL DETAILS AND PHOTOS - DEMOLITION
TE	0001	225	ELECTRICAL SEQUENCING PLAN -CUTOVER
E	0001	226	OVERALL ELECTRICAL ONELINE - NEW
E	0002	227	HEADWORKS ELECTRICAL ONELINE - NEW
E	0003	228	HEADWORKS ELECTRICAL ONELINE - NEW
E	0004	229	HEADWORKS ELECTRICAL ONELINE - NEW - STANDBY POWER
E	0005	230	INFLUENT CHANNEL PLUS GATES LL PLAN - POWER/SIGNAL/CONTROLS
E	0006	231	INFLUENT CHANNEL PLUS GATES UPPER LEVEL PLAN - POWER/SIGNAL/CONTROLS
E	0007	232	INFLUENT PUMPING STATION LOWER LEVEL PLAN - POWER/SIGNAL/CONTROLS
E	0008	233	INFLUENT PUMPING STATION UPPER LEVEL PLAN - POWER/SIGNAL/CONTROLS
E	0009	234	HEADWORKS SCREENS PLAN - 1 - POWER/SIGNAL/CONTROLS
E	0010	235	HEADWORKS SCREENS PLAN - 2 - POWER/SIGNAL/CONTROLS

Discipline	Sheet Number	Sheet Count	Drawing Title
E	0011	236	HEADWORKS SCREENS PLAN - 3 - POWER/SIGNAL/CONTROLS
E	0012	237	HEADWORKS SCREENS PLAN - 4 - POWER/SIGNAL/CONTROLS
E	0013	238	BYPASS CHANNEL PLAN - POWER/SIGNAL/CONTROLS
E	0014	239	TRUCK LOAD OUT UPPER LEVEL PLAN - POWER/SIGNAL/CONTROLS
E	0015	240	TRUCK LOAD OUT LOWER LEVEL PLAN - POWER/SIGNAL/CONTROLS
E	0016	241	HEADWORKS GRIT REMOVAL LOWER LEVEL PLAN - POWER/SIGNAL/CONTROLS
E	0017	242	HEADWORKS GRIT REMOVAL UPPER LEVEL PLAN - POWER/SIGNAL/CONTROLS
E	0018	243	HEADWORKS ODOR CONTROL PLAN - POWER/SIGNAL/CONTROLS
E	0019	244	INFLUENT CHANNEL PLUS GATES LL PLAN - LIGHTING/RECEPTACLES
E	0020	245	INFLUENT CHANNEL PLUS GATES UPPER LEVEL PLAN - LIGHTING/RECEPTACLES
E	0021	246	INFLUENT PUMPING STATION LOWER LEVEL PLAN - LIGHTING/RECEPTACLES
E	0022	247	INFLUENT PUMPING STATION UPPER LEVEL PLAN - LIGHTING/RECEPTACLES
E	0023	248	HEADWORKS SCREENS PLAN - 1 - LIGHTING/RECEPTACLES
E	0024	249	HEADWORKS SCREENS PLAN - 2 - LIGHTING/RECEPTACLES
E	0025	250	HEADWORKS SCREENS PLAN - 3 - LIGHTING/RECEPTACLES
E	0026	251	HEADWORKS SCREENS PLAN - 4 - LIGHTING/RECEPTACLES
E	0027	252	BYPASS CHANNEL PLAN - LIGHTING/RECEPTACLES
E	0028	253	TRUCK LOAD OUT UPPER LEVEL PLAN - LIGHTING/RECEPTACLES
E	0029	254	TRUCK LOAD OUT LOWER LEVEL PLAN - LIGHTING/RECEPTACLES
E	0030	255	HEADWORKS GRIT REMOVAL LOWER LEVEL PLAN - LIGHTING/RECEPTACLES
E	0031	256	HEADWORKS GRIT REMOVAL UPPER LEVEL PLAN - LIGHTING/RECEPTACLES
E	0032	257	HEADWORKS ODOR CONTROL PLAN - LIGHTING/RECEPTACLES
E	0033	258	HEADWORKS BUILDING ROOF PLAN - POWER
E	0034	259	HEADWORKS BUILDING ROOF PLAN - LIGHTNING PROTECTION (PERFORMANCE)
E	0035	260	HEADWORKS ELECTRICAL ROOM - ENLARGED PLAN - EQUIPMENT LAYOUT
E	0036	261	HEADWORKS GENERATOR PLAN
E	0037	262	ELECTRICAL SECTIONS - 1
E	0038	263	ELECTRICAL SECTIONS - 2
E	0039	264	ELECTRICAL SECTIONS - 3
E	0040	265	ELECTRICAL SECTIONS - 4

Discipline	Sheet Number	Sheet Count	Drawing Title
E	0041	266	ELECTRICAL SECTIONS - 5
E	0042	267	ELECTRICAL SECTIONS - 6
E	0043	268	ELECTRICAL SECTIONS - 7
E	0044	269	ELECTRICAL SECTIONS - 8
E	0045	270	ELECTRICAL PANEL SCHEDULES - 1
E	0046	271	ELECTRICAL PANEL SCHEDULES - 2
E	0047	272	CABLE SCHEDULES
E	0048	273	CABLE SCHEDULES
E	0049	274	CABLE SCHEDULES
E	0050	275	CABLE SCHEDULES
E	0051	276	RACEWAY/DUCTBANK SCHEDULES
E	0052	277	RACEWAY/DUCTBANK SCHEDULES
E	0053	278	RACEWAY/DUCTBANK SCHEDULES
E	0054	279	RACEWAY/DUCTBANK SCHEDULES
E	0055	280	RACEWAY/DUCTBANK SCHEDULES
E	0056	281	RACEWAY/DUCTBANK SCHEDULES
E	0057	282	ELECTRICAL DETAILS
E	0058	283	ELECTRICAL DETAILS
E	0059	284	ELECTRICAL DETAILS
E	0060	285	ELECTRICAL DETAILS
E	0061	286	ELECTRICAL DETAILS
E	0062	287	ELECTRICAL DETAILS
E	0063	288	HEADWORKS FA PLAN - PERFORMANCE
DJ	0001	289	EXISTING CONTROL SYSTEM ARCHITECTURE BLOCK DIAGRAM - DEMO
DJ	0002	290	EXISTING HEADWORKS PLC PANEL - DEMO 1
DJ	0003	291	EXISTING HEADWORKS PLC PANEL - DEMO 2
DJ	0004	292	EXISTING HEADWORKS PLC PANEL - DEMO 3
J	0001	293	CONTROL SYSTEM BLOCK DIAGRAM - NEW
J	0002	294	NEW HEADWORKS PLC PANEL - PANEL LAYOUT
J	0003	295	NEW HEADWORKS PLC PANEL - POWER DISTRIBUTION -1
J	0004	296	NEW HEADWORKS PLC PANEL - POWER DISTRIBUTION -2
J	0005	297	NEW HEADWORKS PLC PANEL - IO - 1
J	0006	298	NEW HEADWORKS PLC PANEL - IO - 2
J	0007	299	NEW HEADWORKS PLC PANEL - IO - 3
J	0008	300	NEW HEADWORKS PLC PANEL - IO - 4
J	0009	301	NEW HEADWORKS PLC PANEL - IO - 4
J	0010	302	NEW HEADWORKS PLC PANEL - IO - 6
J	0011	303	NEW HEADWORKS PLC PANEL - IO - 7
J	0012	304	NEW HEADWORKS PLC PANEL - IO - 8
J	0013	305	NETWORK CABINET LAYOUT AND WIRING
J	0014	306	SECURITY SYSTEM ARCHITECTURE
J	0015	307	MISC-1

Discipline	Sheet Number	Sheet Count	Drawing Title
J	0016	308	MISC-2
J	0017	309	TYPICAL LOOP DRAWINGS - 1
J	0018	310	TYPICAL LOOP DRAWINGS - 2
J	0019	311	TYPICAL LOOP DRAWINGS - 3
J	0020	312	TYPICAL LOOP DRAWINGS - 4
J	0021	313	TYPICAL SCHEMATIC DRAWINGS - 1
J	0022	314	TYPICAL SCHEMATIC DRAWINGS - 2
J	0023	315	TYPICAL SCHEMATIC DRAWINGS - 3
J	0024	316	TYPICAL SCHEMATIC DRAWINGS - 4
J	0025	317	TYPICAL SCHEMATIC DRAWINGS - 5
J	0026	318	TYPICAL SCHEMATIC DRAWINGS - 6
M	0001	319	PLUMBING PLAN - 1
M	0002	320	PLUMBING PLAN - 2
M	0003	321	PLUMBING PLAN - 3
M	0004	322	PLUMBLING ENLARGED PLAN - 1
M	0005	323	PLUMBLING ENLARGED PLAN - 2
M	0006	324	PLUMBLING ENLARGED PLAN - 3
M	0007	325	PLUMBING SECTION - 1
M	0008	326	PLUMBING SECTION - 2
M	0009	327	PLUMBING SECTION - 3
M	0010	328	PLUMBING ISOMETRIC - 1
M	0011	329	PLUMBING ISOMETRIC - 2
M	0012	330	PLUMBING SCHEDULES AND DETAILS
M	0013	331	PLUMBING DETAILS - 1
M	0014	332	PLUMBING DETAILS - 2
M	0015	333	PLUMBING DETAILS - 3
M	0016	334	PLUMBING DETAILS - 4
M	0017	335	HVAC PLAN - 1
M	0018	336	HVAC PLAN - 2
M	0019	337	HVAC PLAN - 3
M	0020	338	HVAC PLAN - 4
M	0021	339	HVAC ENLARGED PLAN - 1
M	0022	340	HVAC ENLARGED PLAN - 2
M	0023	341	HVAC ENLARGED PLAN - 3
M	0024	342	HVAC ENLARGED PLAN - 4
M	0025	343	HVAC SECTION - 1
M	0026	344	HVAC SECTION - 2
M	0027	345	HVAC SECTION - 3

Discipline	Sheet Number	Sheet Count	Drawing Title
M	0028	346	HVAC SECTION - 4
M	0029	347	HVAC SECTION - 5
M	0030	348	AIR FLOW DIAGRAM - 1
M	0031	349	AIR FLOW DIAGRAM - 2
M	0032	350	AIR FLOW DIAGRAM - 3
M	0033	351	AIR FLOW DIAGRAM - 4
M	0034	352	HVAC CONTROLS - 1
M	0035	353	HVAC CONTROLS - 2
M	0036	354	HVAC CONTROLS - 3
M	0037	355	HVAC CONTROLS - 4
M	0038	356	HVAC SCHEDULES AND DETAILS - 1
M	0039	357	HVAC DETAILS
M	0040	358	FIRE PROTECTION - 1
M	0041	359	FIRE PROTECTION - 2
M	0042	360	FIRE PROTECTION - 3
M	0043	361	FIRE PROTECTION - 4
M	0044	362	FIRE PROTECTION - 5

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.

EXHIBIT B - Everett WPCF Headworks Replacement Budget						
Phase	Phase Description	Total Labor Hours	Total Labor Effort	BC Expenses	Total Sub Effort (Includes 5% Sub Markup)	Total Effort
100	Project Controls	3,099	732,891	6,272	0	739,163
150	Owners Advisor Services	622	180,257	0	0	180,257
200	Design Management	3,535	749,383	0	0	749,383
300	Subconsultants	612	154,953	0	2,245,834	2,400,788
350	Cost Estimating	1,102	278,324	0	0	278,324
400	Alternatives Analysis	2,132	488,174	0	0	488,174
450	Basis of Design	1,171	260,414	0	0	260,414
500	Site Prep Package	2,060	471,435	0	0	471,435
600	Preliminary Design	6,245	1,325,878	0	0	1,325,878
650	Intermediate Design	7,538	1,605,102	0	0	1,605,102
780	Unanticipated Services	0	0	500,000	0	500,000
GRAND TOTAL		37,951	8,328,538	506,272	2,245,834	8,998,917

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

EXHIBIT B - Everett WPCF Headworks Replacement Budget						
Phase	Phase Description	Total Labor Hours	Total Labor Effort	BC Expenses	Total Sub Effort (Includes 5% Sub Markup)	Total Effort
100	Project Controls	3,099	732,891	6,272	0	739,163
****	Default	0	0	0	0	0
110	Project Management	2,029	468,985	0	0	468,985
120	Reimbursable Expenses	236	48,654	6,272	0	54,926
130	Regulatory Coordination	496	121,965	0	0	121,965
140	Stakeholder Coordination	174	45,364	0	0	45,364
150	Technical Advisory Committee	112	32,836	0	0	32,836
160	Funding opportunities	52	15,086	0	0	15,086
150	Owners Advisor Services	622	180,257	0	0	180,257
****	Default	0	0	0	0	0
151	CPARB Approval	118	32,980	0	0	32,980
152	GC/CM Solicitation	504	147,277	0	0	147,277
153	Design Advisory Services	0	0	0	0	0
200	Design Management	3,535	749,383	0	0	749,383
****	Default	0	0	0	0	0
210	Design Management	1,750	384,156	0	0	384,156
220	BIM Management	544	116,265	0	0	116,265
230	Internal Meetings	1,241	248,963	0	0	248,963
300	Subconsultants	612	154,953	0	2,245,834	2,400,788
****	Default	0	0	0	0	0
310	PSE Structural	0	0	0	1,074,632	1,074,632
320	HWA GeoSciences	0	0	0	823,613	823,613
330	OneAtlas (Survey)	0	0	0	145,217	145,217
335	Utility Locate	0	0	0	28,298	28,298
340	KBA	0	0	0	44,346	44,346
350	Corrosion Probe (Coatings)	0	0	0	0	0
360	Confluence Environmental	0	0	0	109,254	109,254

Exhibit B

Phase/Task Level Summary

370	CR Environmental (Grit Classification)	0	0	0	17,850	17,850
375	Black Dog Analytical	0	0	0	2,625	2,625
380	BC Subconsultant Support	368	85,733	0	0	85,733
390	Geotech Sub Support	244	69,221	0	0	69,221
350	Cost Estimating	1,102	278,324	0	0	278,324
****	Default	0	0	0	0	0
351	Alternatives Analysis	68	17,768	0	0	17,768
352	Basis of Design	91	23,003	0	0	23,003
353	Site Prep Package Preliminary Design	102	25,878	0	0	25,878
354	Site Prep Package Final Design	92	23,301	0	0	23,301
355	Hdwrks Preliminary Design	194	48,714	0	0	48,714
356	Hdwrks Intermediate Design	196	49,211	0	0	49,211
357	Hdwrks Final Design	212	53,472	0	0	53,472
358	Hdwrks Bid Docs	147	36,977	0	0	36,977
400	Alternatives Analysis	2,132	488,174	0	0	488,174
****	Default	0	0	0	0	0
401	QAQC	154	50,025	0	0	50,025
402	Design Criteria (Process)	149	33,368	0	0	33,368
403	Workshops/External Meetings	192	49,276	0	0	49,276
404	Project delivery evaluation	90	23,233	0	0	23,233
405	Alternatives Analysis	1,178	259,442	0	0	259,442
410	Alternatives Analysis Report	369	72,829	0	0	72,829
450	Basis of Design	1,171	260,414	0	0	260,414
****	Default	0	0	0	0	0
451	QAQC	152	45,373	0	0	45,373
452	Report management and workshop	174	38,415	0	0	38,415
453	Ecology PDR Drawings	170	35,843	0	0	35,843
454	Process/ Proc Mechanical	193	47,092	0	0	47,092
455	Civil	94	15,649	0	0	15,649
456	Building Mechanical	108	22,120	0	0	22,120
457	Electrical	124	23,899	0	0	23,899
458	I&C	104	19,857	0	0	19,857
459	Architectural	52	12,165	0	0	12,165
500	Site Prep Package	2,060	471,435	0	0	471,435
****	Default	0	0	0	0	0
501	Preliminary Design	663	147,186	0	0	147,186
502	Final Design	679	154,508	0	0	154,508

Exhibit B

Phase/Task Level Summary

503	Bid Documents and Services During Bidding	178	36,775	0	0	36,775
504	Services During Construction	472	109,534	0	0	109,534
505	QAQC	68	23,433	0	0	23,433
600	Preliminary Design	6,245	1,325,878	0	0	1,325,878
****	Default	0	0	0	0	0
601	QAQC	126	43,535	0	0	43,535
603	Design Review Workshop/External meetings	78	15,814	0	0	15,814
605	Process Mechanical	3,367	716,472	0	0	716,472
606	Civil	304	67,634	0	0	67,634
607	Building Mechanical	529	112,949	0	0	112,949
608	Electrical	700	159,249	0	0	159,249
609	I&C	682	121,654	0	0	121,654
610	Architectural	459	88,572	0	0	88,572
650	Intermediate Design	7,538	1,605,102	0	0	1,605,102
****	Default	0	0	0	0	0
651	QAQC	170	59,354	0	0	59,354
653	Design Review Workshop/External meetings	51	10,672	0	0	10,672
655	Process Mechanical	3,706	788,511	0	0	788,511
656	Civil	464	102,922	0	0	102,922
657	Building Mechanical	579	129,727	0	0	129,727
658	Electrical	1,050	239,261	0	0	239,261
659	I&C	1,004	175,446	0	0	175,446
660	Architectural	514	99,209	0	0	99,209
780	Unanticipated Services	0	0	500,000	0	500,000
****	Default	0	0	500,000	0	500,000
GRAND TOTAL		28,116	6,246,812	506,272	2,245,834	8,998,917
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.						

Project title: Authorize the Mayor or her designee to apply for, and if awarded, to sign all necessary documents and agreements for the DWSRF Planning and Engineering Loan up to \$500,000.

Council Bill #**Project:** WFP Standpipe Replacement Design – DWSRF Loan**Partner/Supplier:** Drinking Water State Revolving Fund (DWSRF)**Location:** Water Filtration Plant**Preceding action:** None**Fund:** N/A**Agenda dates requested:**

Briefing

Proposed action

Consent 10/22/25

Action

Ordinance

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

None

Department(s) involved:

Public Works

Contact person:

Shaun Bridge

Phone number:

425-257-8823

Email:

sbridge@everettwa.gov

Fiscal summary statement:

The City of Everett has an opportunity to apply for a Drinking Water State Revolving Fund (DWSRF) Planning and Engineering Loan, which offers 0% standard interest rates up to \$500,000 on a competitive basis.

If authorized and awarded, the loan would partially fund the design portion of the WFP Standpipe Replacement.

Project summary statement:

The City of Everett Water Filtration Plant (WFP) includes an on-site plant water system comprised of a plant water pump station, 200,000-gallon steel standpipe, and an 8-inch diameter cast iron standpipe supply line that is critical to plant operations. The standpipe and supply line were constructed in 1966. A plantwide resiliency, reliability, and redundancy assessment performed as part of the 2021 Everett WFP Facility Plan found that the standpipe and supply line have reached the end of useful service life and recommended replacement of both. The proposed City of Everett WFP Standpipe Replacement project will replace the plant water standpipe and standpipe supply line. The project will be implemented in two phases, assessment, design, and permitting and project construction.

Recommendation (exact action requested of Council):

Authorize the Mayor or her designee to apply for, and if awarded, to sign all necessary documents and agreements for the DWSRF Planning and Engineering Loan up to \$500,000.

Initialed by:

RLS

Department head

Administration

Council President



City Council Agenda Item Cover Sheet

Project title: Authorizing Long-Term Loan Agreement of Henry M. (Scoop) Jackson Artifacts to the Everett History Museum

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 10/22/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Loan Agreement

Department(s) involved:

Parks and Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Henry M. (Scoop) Jackson Artifact Loan Agreement

Partner/Supplier: Everett History Museum

Location: Everett History Museum

Preceding action: None

Fund: None

Fiscal summary statement:

None

Project summary statement:

The City has been in possession of numerous artifacts from the late Senator Henry M. (Scoop) Jackson's time as a politician and U.S. Senator. These items saw various uses since being in the City's possession, with the intent to display and preserve the items for future generations. The maintenance and storage of the artifacts is a drain on City resources and there is concern that the items could begin to deteriorate. Changes in circumstances for the City have not allowed the artifacts to be displayed as prominently as they once were. However, the Everett History Museum has agreed to accept, maintain, and publicly display the items in their museum and at the historic Van Valey House. This agreement authorizes a 15-year loan of the artifacts to the Everett History Museum giving the City the option to reacquire the artifacts if the Museum breaches the loan agreement, the artifacts are not displayed, or the Museum closes.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Agreement with the Everett History Museum for the long-term loan of Henry M. (Scoop) Jackson Artifacts.



ARTIFACT LOAN AGREEMENT

This Artifact Loan 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 Museum identified in the Basic Provisions below ("**Museum**").

This Agreement is for the purpose of loaning certain artifacts to the Museum as set forth in this Agreement. The City wants the Artifacts to remain part of the Everett community for future generations to enjoy. The Museum desires to add the Artifacts to its museum collection and to display the Artifacts. In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Museum agree as set forth below:

1. BASIC PROVISIONS

Museum	Everett Museum of History
	PO Box 5556
	Everett, WA 98206-5556
	Contact Person Email Address: b.georgeathome@comcast.net
Artifacts:	An inventory of the Artifacts is attached. One sentence description of the artifacts are as follows Items relating to the late Senator Henry M. "Scoop" Jackson. These include, among other items, the Senator's desk and chairs
Loan End Date	August 1, 2040

2. LOAN

Subject to the terms and conditions of this Agreement, the City agrees to loan the Artifacts to the Museum (the "**Loan**"). This Loan is for mutual benefits.

3. TERM

The term of the Loan begins when the Museum picks up the Artifacts from the City and expires on the Loan End Date, if not terminated sooner as set forth in this Agreement.

4. DISPLAY

The Museum will display the Artifacts indoors within the City limits of the City of Everett at the Museum. Other display locations require prior written approval from the City's Parks and

Facilities Director, and this approval may be withheld at the Director's sole discretion.

5. DELIVERY

The Museum is responsible for moving the Artifacts from their current City location to the display location and to any subsequent Museum display locations.

6. STANDARD OF CARE

The Museum shall at the Museum's cost take care of the Artifacts as it would any similar Museum property.

7. REPRODUCTION RIGHTS

The City authorizes and licenses the Museum to reproduce and publish images of the Artifacts in any medium for the purpose of publicizing the Artifacts, the Museum or Museum programs.

8. AS-IS CONDITION

The City loans the Artifacts to the Museum AS IS, WHERE IS, and WITH ALL FAULTS. The City expressly disclaims and makes NO EXPRESS WARRANTIES, NO IMPLIED WARRANTIES and NO GUARANTEES of any kind whatsoever regarding the Artifacts.

9. ALTERATIONS

The Museum will not make permanent alterations to any of the Artifacts without the prior written approval of the City's Parks and Facilities Director, which is at the Director's sole discretion.

10. INSURANCE

If the City desires that the Museum carry insurance on the Artifacts and gives written notice thereof to the Museum, then the Museum shall use commercially reasonable efforts to insure the Artifacts at fair market value and shall maintain such insurance until the end of the Loan term or until the City gives notice that insurance is no longer required. If procuring and maintaining such insurance for the Artifacts increases the cost of the Museum's insurance premiums beyond what the Museum's premiums would be without the Artifacts, then the City must promptly reimburse the Museum for such increase.

11. LIABILITY FOR PERSONAL INJURIES

The Museum WAIVES AND RELEASES the City and shall INDEMNIFY AND DEFEND AND HOLD THE CITY HOLD HARMLESS from any and all claims, known or unknown, foreseen or unforeseen, that the Museum now has or that may subsequently accrue to the Museum, arising out of or relating to personal injuries caused by the Artifacts during the term of the Loan. This section 11 survives termination or expiration of the Loan and this Agreement.

12. TERMINATION OF AGREEMENT

This Agreement may be terminated as follows:

- A. In the event of a breach of this Agreement, the non-breaching party may give the breaching party notice of such breach. If the breach is not cured within 90 days after

the delivery of the notice, then the non-breaching party may provide notice of termination, in which case the Museum shall promptly return the Artifacts to the City, and this Agreement and the Loan expire upon such return.

- B. The Museum may terminate this Agreement for any reason or no reason by delivering one year's prior written notice that it will return the Artifacts to the City. This Agreement and the Loan expire upon such return.
- C. If the Museum is no longer publicly displaying the Artifacts, then the City's Parks and Facilities Director may terminate this Agreement by delivery of written notice to the Museum, in which case the Museum shall promptly return the Artifacts to the City, and this Agreement and Loan expire upon such return.
- D. If the Museum closes or is otherwise not a going concern, the Museum shall promptly return the Artifacts to the City, and this Agreement and Loan expire upon such return.

14. NO TRANSFER OR ASSIGNMENT

The City retains ownership of the Artifacts. Since the Museum is receiving the Artifacts as a loan, the Museum shall not sell, loan, transfer title to, or grant a security interest in the Artifacts without the prior written approval of the City's Parks and Facilities Director, and this approval may be withheld at the Director's sole discretion. Neither party may assign this Agreement.

15. NOTICE ADDRESSES

Notices to the City shall be sent to the following address:

City of Everett
Attn.: Everett Parks and Facilities Director
802 E. Mukilteo Blvd.
Everett, WA 98203

Notices to the Museum shall be sent to the address in the Basic Provisions:

16. MISCELLANEOUS

This Agreement is the complete agreement of the parties regarding the Artifacts and supersedes all other agreements, oral and written. No amendment of this Agreement is effective unless in writing and signed by the Mayor of the City of Everett and an authorized representative of the Museum. Exclusive venue for any lawsuit arising from or relating to this Agreement is Snohomish County Superior Court. The Agreement 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 will be deemed an original signature and will be fully enforceable as an original signature.

[signatures on following page(s)]

IN WITNESS WHEREOF, the City and Museum have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

EVERETT MUSEUM OF HISTORY

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Barbara E. George

Signer's Email Address: b.georgeathome@comcast.net

Title of Signer: Executive Director

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
October 2, 2025

ATTACHMENT
INVENTORY OF ARTIFACTS LOANED TO MUSEUM

- Henry M. Jackson wood desk
- framed Henry M. Jackson campaign poster
- red leather sitting chair
- red leather desk chair
- red leather Sofa
- red leather/ wood side chair
- wood carved desk top name plate
- desk blotter
- desk top pen set and base
- framed 1974 letter from the Architect of the Capital regarding an American flag that was flown over the capital
- American flag that was flown over the capital, referenced in the letter
- Misc ephemera- newspaper clippings, Henry M. Jackson's funeral program, campaign pamphlets, 2 campaign posters
- 2 promotional plastic rulers
- 3 boxes of books and misc. pamphlets from Henry Jackson's office when in the Senate
- Book- Alaska Natives & The Land
- John F. Kennedy inaugural address poster
- Jackson campaign pamphlet framed, frame does not belong to City, Museum framed it
- Granite pen holder
- 30 books on display from his office

Project title: Authorize Mayor to Sign Partial Property Damage Settlements and Releases

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/15/25
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:
Yes ☒ No

PowerPoint presentation:
Yes ☒ No

Attachments:
Settlement Agreements

Department(s) involved:
Legal; Risk Management;
Public Works

Contact person:
David Hall

Phone number:
425.257.8624

Email:
dhall@everettwa.gov

Initialed by:
DH
Department head

Administration

Council President

Consideration: Partial Property Damage Settlements and Releases

Project: Partial Settlement of Claims

Other Parties: Olson, Siedenburg, Snell, Tanaka

Location: 15th and Grand

Preceding action: None

Fund: Tort Fund

Fiscal summary statement:

Plaintiff	Amount
Olson	\$11,878.34
Siedenburg	\$192,624.26
Snell	\$25,115.62
Tanaka	\$186,235.14
Total	\$415,853.36

Project summary statement:

The City of Everett is the defendant in a lawsuit filed in Snohomish County Superior Court by the owners of four residential properties located at 15th Street and Grand Avenue in Everett. The plaintiffs allege that during severe storms on September 9, 2019, the City's combined sewer and stormwater system overflowed and caused damage to their homes and yards. The plaintiffs assert claims against the City for negligence and inverse condemnation. Although the City denies all liability, it is recommended that the City Council approve partial settlements that will resolve Olson plaintiffs' claims for damage to their homes and for some landscaping damage. The partial settlements do not resolve all plaintiffs' claims, but the partial settlements will allow the City to avoid further litigation with regard to the claims and causes of action being resolved.

Recommendation (exact action requested of Council):

Authorize Mayor to sign Partial Property Damage Settlements and Releases in the form substantially as provided.

PARTIAL PROPERTY DAMAGE SETTLEMENT AND RELEASE

1. Subject to paragraphs 3 and 7 below, the undersigned, Tim Olson, Lorelie Olson, Karl Olson and Michelle Olson (“Releasors”), being of lawful age and for the sole consideration of eleven thousand eight hundred seventy-eight dollars and thirty-four cents (\$11,878.34) (the “Settlement Amount”), for Releasors and for Releasors’ executors, administrators, marital community, agents, insurers, successors and assigns, hereby release, acquit and forever discharge the City of Everett and its past, present and future agents, servants, employees, administrators, representatives, heirs, insurers and successors of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation of any nature whatsoever that Releasors now have or that may hereafter accrue, whether based on a tort, contract, statutory or other theory of recovery, arising from or in any way related to an occurrence on or about June 10, 2018 (the “2018 Occurrence”) or an occurrence on or about September 9, 2019 (the “2019 Occurrence”), at or near 1500 Grand Avenue, Everett, Washington 98201 (the “Property”), including without limitation any and all claims asserted in the Complaint for Negligence, Trespass, Inverse Condemnation, and Declaratory Relief filed against the City of Everett in *Olson, et al. v. City of Everett, et al.*, Snohomish County Superior Court Cause No. 21-2-00185-31 (the “Lawsuit”).

2. Releasors acknowledge and agree that the release set forth above is a general release. Subject to paragraphs 3 and 7 below, Releasors expressly waive and release any and all claims and causes of action for damages that may exist as of the effective date of this Partial Property Damage Settlement and Release (“Partial Settlement”), but that Releasor does not know of or suspect to exist, and which, if known, would materially affect Releasors’ decision to enter into this Partial Settlement.

3. This Partial Settlement specifically applies to and precludes claims and causes of action relating to damage to or destruction of Releasors’ flagstone hardscaping, shared driveway, and HVAC system, for which they are receiving compensation from the City of Everett. This Partial Settlement does not apply to or preclude any other claims or causes of action arising from damage to the Property’s landscaping or rear yard caused by the 2019 Occurrence, including without limitation loss of or damage to the area of real property that sloughed off from, washed away from, or may otherwise have become destabilized along the western bank of the Property. This Partial Settlement does not apply to or preclude any claims or causes of action arising from any loss of use of the Property caused by the 2019 Occurrence. This Partial Settlement does not apply to or limit Releasors’ rights to treble damages, attorneys’ fees, costs, or interest to the extent they are otherwise recoverable in connection with any claims by Releasors that are not released pursuant to this Partial Settlement. In addition, nothing in this Partial Settlement shall be construed as warranting the dismissal of any claims or causes of action in the Lawsuit, that are not hereby released, until after such time as Releasors’ non-released claims are litigated to complete resolution.

4. The City of Everett shall pay the Settlement Amount by delivery of a check to Releasors' counsel, Seth Chastain, at the law offices of Levy | von Beck | Comstock | Chastain | P.S., located at 1200 Fifth Avenue, Suite 1850, Seattle Washington 98101. Said check will be for the Settlement Amount (\$11,878.34), and made payable to "Levy, von Beck, Comstock, Chastain, P.S. Trust Account".

5. It is understood and agreed that this Partial Settlement and payment of the Settlement Amount are not to be construed as an admission of liability on the part of any parties hereby released, and that said releasees expressly deny liability to Releasors and intend merely to avoid litigation with regard to the claims and causes of action resolved hereby. It is understood and agreed that this Partial Settlement, all statements contained herein, all statements and conduct made in the negotiation of this Partial Settlement, and payment of the Settlement Amount will be inadmissible in evidence in the Lawsuit and in any other action or proceeding, except only as may be necessary in an action or proceeding to enforce the terms of this Partial Settlement. It is further understood and agreed that the Lawsuit and any other action or proceeding involving claims or causes of action arising from the 2018 Occurrence or the 2019 Occurrence and not hereby released will be litigated to the jury or other finder of fact without any reference whatsoever to the claims and causes of action released pursuant to this Partial Settlement.

6. Releasors further declare and represent that no promise, inducement or agreement not herein expressed has been made to Releasors, that this Partial Settlement contains the entire agreement between the parties hereto, and that the terms of this Partial Settlement are contractual and not a mere recital.

7. This Partial Settlement is subject to approval by the City of Everett City Council. This Partial Settlement will be placed on the City Council agenda for approval within sixty (60) days after this Partial Settlement is signed by Releasors and transmitted by email to the City of Everett's attorney Duncan Manville at dmanville@fennemorelaw.com. Unless otherwise agreed in a writing signed by Releasors and the Mayor of the City of Everett, this Partial Settlement is void unless approved by the City Council and signed by the Mayor of the City of Everett within such sixty (60) days. The City of Everett will deliver the check for the Settlement Amount in accordance with paragraph 4 no later than twenty (20) days after such approval and signature. The release by Releasors under this Partial Settlement is effective upon the delivery of the Settlement Amount and is not effective until such delivery.

8. This Partial Settlement 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. A party's AdobeSign signature is fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of any party on this

Partial Settlement will be deemed an original signature and will be fully enforceable as an original signature.

THE UNDERSIGNED HAVE READ THE FOREGOING PARTIAL SETTLEMENT AND RELEASE AND FULLY UNDERSTAND IT.

TIM OLSON Aug 22, 2025

Signed this ____ day of _____, 20____.

Signature:  Tim Olson (Aug 22, 2025 10:47:15 PDT)

Printed Name: Tim Olson

LORELIE OLSON Aug 21, 2025

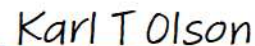
Signed this ____ day of _____, 20____.

Signature:  Lorelie Olson (Aug 21, 2025 15:39:03 PDT)

Printed Name: Lorelie Olson

KARL OLSON Aug 19, 2025

Signed this ____ day of _____, 20____.

Signature:  Karl T Olson (Aug 19, 2025 14:57:07 PDT)

Printed Name: Karl Olson

MICHELLE OLSON Aug 20, 2025

Signed this ____ day of _____, 20__.

Signature: 
Michelle Olson (Aug 20, 2025 16:38:22 PDT)

Printed Name: Michelle Olson

CITY OF EVERETT

Signed this ____ day of _____, 20__.

By: (Signature) _____

By: (Printed Name) _____

Its: (Mayor) _____

PARTIAL PROPERTY DAMAGE SETTLEMENT AND RELEASE

1. Subject to paragraphs 3 and 7 below, the undersigned, Clinton Siedenburger and Tracey Siedenburger ("Releasors"), being of lawful age and for the sole consideration of one hundred ninety-two thousand six hundred twenty-four dollars and twenty-six cents (\$192,624.26) (the "Settlement Amount"), for Releasors and for Releasors' executors, administrators, marital community, agents, insurers, successors and assigns, hereby release, acquit and forever discharge the City of Everett and its past, present and future agents, servants, employees, administrators, representatives, heirs, insurers and successors of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation of any nature whatsoever that Releasors now have or that may hereafter accrue, whether based on a tort, contract, statutory or other theory of recovery, arising from or in any way related to an occurrence on or about June 10, 2018 (the "2018 Occurrence") or an occurrence on or about September 9, 2019 (the "2019 Occurrence"), at or near 1434 Grand Avenue, Everett, Washington 98201 (the "Property"), including without limitation any and all claims asserted in the Complaint for Negligence, Trespass, Inverse Condemnation, and Declaratory Relief filed against the City of Everett in *Olson, et al. v. City of Everett, et al.*, Snohomish County Superior Court Cause No. 21-2-00185-31 (the "Lawsuit").

2. Releasors acknowledge and agree that the release set forth above is a general release. Subject to paragraphs 3 and 7 below, Releasors expressly waive and release any and all claims and causes of action for damages that may exist as of the effective date of this Partial Property Damage Settlement and Release ("Partial Settlement"), but that Releasors do not know of or suspect to exist, and which, if known, would materially affect Releasors' decision to enter into this Partial Settlement.

3. This Partial Settlement specifically applies to and precludes claims and causes of action relating to damage to or destruction of Releasors' home and temporary "stopgap" work that Releasors claim to have performed in connection with the retaining wall on the Property, for which they are receiving compensation from the City of Everett. This Partial Settlement does not apply to or preclude any other claims or causes of action arising from damage to the Property's landscaping or rear yard caused by the 2019 Occurrence, including without limitation damage to the Property's preexisting retaining wall, and loss of or damage to the area of real property that sloughed off from, washed away from, or may otherwise have become destabilized along the western bank of the Property. This Partial Settlement does not apply to or preclude any claims or causes of action arising from any loss of use of the Property caused by the 2019 Occurrence. This Partial Settlement does not apply to or limit Releasors' rights to treble damages, attorneys' fees, costs, or interest to the extent they are otherwise recoverable in connection with any claims by Releasors that are not released pursuant to this Partial Settlement. In addition, nothing in this Partial Settlement shall be construed as

warranting the dismissal of any claims or causes of action in the Lawsuit, that are not hereby released, until after such time as Releasors' non-released claims are litigated to complete resolution.

4. The City of Everett shall pay the Settlement Amount by delivery of a check to Releasors' counsel, Seth Chastain, at the law offices of Levy | von Beck | Comstock | Chastain | P.S., located at 1200 Fifth Avenue, Suite 1850, Seattle Washington 98101. Said check will be for the Settlement Amount (\$192,624.26), and made payable to "Levy, von Beck, Comstock, Chastain, P.S. Trust Account".

5. It is understood and agreed that this Partial Settlement and payment of the Settlement Amount are not to be construed as an admission of liability on the part of any parties hereby released, and that said releasees expressly deny liability to Releasors and intend merely to avoid litigation with regard to the claims and causes of action resolved hereby. It is understood and agreed that this Partial Settlement, all statements contained herein, all statements and conduct made in the negotiation of this Partial Settlement, and payment of the Settlement Amount will be inadmissible in evidence in the Lawsuit and in any other action or proceeding, except only as may be necessary in an action or proceeding to enforce the terms of this Partial Settlement. It is further understood and agreed that the Lawsuit and any other action or proceeding involving claims or causes of action arising from the 2018 Occurrence or the 2019 Occurrence and not hereby released will be litigated to the jury or other finder of fact without any reference whatsoever to the claims and causes of action released pursuant to this Partial Settlement.

6. Releasors further declare and represent that no promise, inducement or agreement not herein expressed has been made to Releasors, that this Partial Settlement contains the entire agreement between the parties hereto, and that the terms of this Partial Settlement are contractual and not a mere recital.

7. This Partial Settlement is subject to approval by the City of Everett City Council. This Partial Settlement will be placed on the City Council agenda for approval within sixty (60) days after this Partial Settlement is signed by Releasors and transmitted by email to the City of Everett's attorney Duncan Manville at dmanville@fennemorelaw.com. Unless otherwise agreed in a writing signed by Releasors and the Mayor of the City of Everett, this Partial Settlement is void unless approved by the City Council and signed by the Mayor of the City of Everett within such sixty (60) days. The City of Everett will deliver the check for the Settlement Amount in accordance with paragraph 4 no later than twenty (20) days after such approval and signature. The release by Releasors under this Partial Settlement is effective upon the delivery of the Settlement Amount and is not effective until such delivery.

8. This Partial Settlement 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. A party's AdobeSign signature is fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Partial Settlement will be deemed an original signature and will be fully enforceable as an original signature.

THE UNDERSIGNED HAVE READ THE FOREGOING PARTIAL SETTLEMENT AND RELEASE AND FULLY UNDERSTAND IT.

CLINTON SIEDENBURG

Signature: *Clinton Siedenburg*
Clinton Siedenburg (Aug 20, 2025 20:06:37 PDT)

Printed Name: Clinton Siedenburg

Signed this Aug 20, 2025
day of _____, 20__.

TRACEY SIEDENBURG

Signature: *Tracey Siedenburg*
Tracey Siedenburg (Aug 21, 2025 16:41:27 PDT)

Printed Name: Tracey Siedenburg

Signed this Aug 21, 2025
day of _____, 20__.

CITY OF EVERETT:

By: (Signature) _____

By: (Printed Name) _____

Its: (Mayor) _____

Signed this _____ day of _____, 20____.

PARTIAL PROPERTY DAMAGE SETTLEMENT AND RELEASE

1. Subject to paragraphs 3 and 7 below, the undersigned, Deborah Snell (“Releasor”), being of lawful age and for the sole consideration of twenty five thousand one hundred fifteen dollars and sixty two cents (\$25,115.62) (the “Settlement Amount”), for Releasor and for Releasor’s executors, administrators, marital community, agents, insurers, successors and assigns, hereby releases, acquits and forever discharges the City of Everett and its past, present and future agents, servants, employees, administrators, representatives, heirs, insurers and successors of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation of any nature whatsoever that Releasor now has or that may hereafter accrue, whether based on a tort, contract, statutory or other theory of recovery, arising from or in any way related to an occurrence on or about June 10, 2018 (the “2018 Occurrence”) or an occurrence on or about September 9, 2019 (the “2019 Occurrence”), at or near 1432 Grand Avenue, Everett, Washington 98201 (the “Property”), including without limitation any and all claims asserted in the Complaint for Negligence, Trespass, Inverse Condemnation, and Declaratory Relief filed against the City of Everett in *Olson, et al. v. City of Everett, et al.*, Snohomish County Superior Court Cause No. 21-2-00185-31 (the “Lawsuit”).

2. Releasor acknowledges and agrees that the release set forth above is a general release. Subject to paragraphs 3 and 7 below, Releasor expressly waives and releases any and all claims and causes of action for damages that may exist as of the effective date of this Partial Property Damage Settlement and Release (“Partial Settlement”), but that Releasor does not know of or suspect to exist, and which, if known, would materially affect Releasor’s decision to enter into this Partial Settlement.

3. This Partial Settlement specifically applies to and precludes claims and causes of action relating to fence, flagpole, landscape/hardscape, irrigation, and mitigation work referenced in prior correspondence between Releasor’s counsel and counsel for the City of Everett, for which Releasor is receiving compensation from the City of Everett. This Partial Settlement does not apply to or preclude any other claims or causes of action for loss of or damage to the area of real property that sloughed off from, washed away from, or may otherwise have become destabilized along the western bank of the Property. This Partial Settlement does not apply to or preclude any claims or causes of action arising from any loss of use of the Property caused by the 2019 Occurrence. This Partial Settlement does not apply to or limit Releasor’s rights to treble damages, attorneys’ fees, costs, or interest to the extent they are otherwise recoverable in connection with any claims by Releasor that are not released pursuant to this Partial Settlement. In addition, nothing in this Partial Settlement shall be construed as warranting the dismissal of any claims or causes of action in the Lawsuit, that are not hereby released, until after such time as Releasor’s non-released claims are litigated to complete resolution.

4. The City of Everett shall pay the Settlement Amount by delivery of a check to Releasor's counsel, Seth Chastain, at the law offices of Levy | von Beck | Comstock | Chastain | P.S., located at 1200 Fifth Avenue, Suite 1850, Seattle Washington 98101. Said check will be for the Settlement Amount (\$25,115.62), and made payable to "Levy, von Beck, Comstock, Chastain, P.S. Trust Account".

5. It is understood and agreed that this Partial Settlement and payment of the Settlement Amount are not to be construed as an admission of liability on the part of any parties hereby released, and that said releasees expressly deny liability to Releasor and intend merely to avoid litigation with regard to the claims and causes of action resolved hereby. It is understood and agreed that this Partial Settlement, all statements contained herein, all statements and conduct made in the negotiation of this Partial Settlement, and payment of the Settlement Amount will be inadmissible in evidence in the Lawsuit and in any other action or proceeding, except only as may be necessary in an action or proceeding to enforce the terms of this Partial Settlement. It is further understood and agreed that the Lawsuit and any other action or proceeding involving claims or causes of action arising from the 2018 Occurrence or the 2019 Occurrence and not hereby released will be litigated to the jury or other finder of fact without any reference whatsoever to the claims and causes of action released pursuant to this Partial Settlement.

6. Releasor further declares and represents that no promise, inducement or agreement not herein expressed has been made to Releasor, that this Partial Settlement contains the entire agreement between the parties hereto, and that the terms of this Partial Settlement are contractual and not a mere recital.

7. This Partial Settlement is subject to approval by the City of Everett City Council. This Partial Settlement will be placed on the City Council agenda for approval within sixty (60) days after this Partial Settlement is signed by Releasor and transmitted by email to the City of Everett's attorney Duncan Manville at dmanville@fennemorelaw.com. Unless otherwise agreed in a writing signed by Releasor and the Mayor of the City of Everett, this Partial Settlement is void unless approved by the City Council and signed by the Mayor of the City of Everett within such sixty (60) days. The City of Everett will deliver the check for the Settlement Amount in accordance with paragraph 4 no later than twenty (20) days after such approval and signature. The release by Releasor under this Partial Settlement is effective upon the delivery of the Settlement Amount and is not effective until such delivery.

8. This Partial Settlement 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. A party's AdobeSign signature is fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this

Partial Settlement will be deemed an original signature and will be fully enforceable as an original signature.

THE UNDERSIGNED HAVE READ THE FOREGOING PARTIAL SETTLEMENT AND RELEASE AND FULLY UNDERSTAND IT.

DEBORAH SNELL: Aug 22, 2025

Signed this ____ day of _____, 20__.

Signature: Deborah Snell
Deborah Snell (Aug 22, 2025 16:23:23 PDT)

Printed Name: Deborah Snell

CITY OF EVERETT:

Signed this ____ day of _____, 20__.

By: (Signature) _____

By: (Printed Name) _____

Its: (Mayor) _____

PARTIAL PROPERTY DAMAGE SETTLEMENT AND RELEASE

1. Subject to paragraphs 3 and 7 below, the undersigned, John and Valerie Tanaka (“Releasors”), being of lawful age and for the sole consideration of one hundred eighty six thousand, two hundred and thirty-five dollars and fourteen cents (\$186,235.14) (the “Settlement Amount”), for Releasors and for Releasors’ executors, administrators, marital community, agents, insurers, successors and assigns, hereby release, acquit and forever discharge the City of Everett and its past, present and future agents, servants, employees, administrators, representatives, heirs, insurers and successors of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation of any nature whatsoever that Releasors now has or that may hereafter accrue, whether based on a tort, contract, statutory or other theory of recovery, arising from or in any way related to an occurrence on or about June 10, 2018 (the “2018 Occurrence”) or an occurrence on or about September 9, 2019 (the “2019 Occurrence”), at or near 1502 Grand Avenue, Everett, Washington 98201 (the “Property”), including without limitation any and all claims asserted in the Complaint for Negligence, Trespass, Inverse Condemnation, and Declaratory Relief filed against the City of Everett in *Olson, et al. v. City of Everett, et al.*, Snohomish County Superior Court Cause No. 21-2-00185-31 (the “Lawsuit”).

2. Releasors acknowledge and agree that the release set forth above is a general release. Subject to paragraphs 3 and 7 below, Releasors expressly waive and release any and all claims and causes of action for damages that may exist as of the effective date of this Partial Property Damage Settlement and Release (“Partial Settlement”), but that Releasors do not know of or suspect to exist, and which, if known, would materially affect Releasors’ decision to enter into this Partial Settlement.

3. This Partial Settlement specifically applies to and precludes claims and causes of action relating to damage to or destruction of Releasors’ home, shared driveway, and personal property, for which they are receiving compensation from the City of Everett. This Partial Settlement does not apply to or preclude any other claims or causes of action arising from damage to the Property’s landscaping or rear yard caused by the 2019 Occurrence, including without limitation loss of or damage to the area of real property that sloughed off from, washed away from, or may otherwise have become destabilized along the western bank of the Property. This Partial Settlement does not apply to or preclude any claims or causes of action arising from any loss of use of the Property caused by the 2019 Occurrence. This Partial Settlement does not apply to or limit Releasors’ rights to treble damages, attorneys’ fees, costs, or interest to the extent they are otherwise recoverable in connection with any claims by Releasors that are not released pursuant to this Partial Settlement. Releasors anticipate applying for a remodeling permit in the future, and nothing in this Partial Settlement shall be construed as a limitation of Releasors’ rights as related to any future permitting or land use application. In addition, nothing in this Partial Settlement shall be construed as

warranting the dismissal of any claims or causes of action in the Lawsuit, that are not hereby released, until after such time as Releasors' non-released claims are litigated to complete resolution.

4. The City of Everett shall pay the Settlement Amount by delivery of a check to Releasors' counsel, Seth Chastain, at the law offices of Levy | von Beck | Comstock | Chastain | P.S., located at 1200 Fifth Avenue, Suite 1850, Seattle Washington 98101. Said check will be for the Settlement Amount (\$186,235.14), and made payable to "Levy, von Beck, Comstock, Chastain, P.S. Trust Account".

5. It is understood and agreed that this Partial Settlement and payment of the Settlement Amount are not to be construed as an admission of liability on the part of any parties hereby released, and that said releasees expressly deny liability to Releasors and intend merely to avoid litigation with regard to the claims and causes of action resolved hereby. It is understood and agreed that this Partial Settlement, all statements contained herein, all statements and conduct made in the negotiation of this Partial Settlement, and payment of the Settlement Amount will be inadmissible in evidence in the Lawsuit and in any other action or proceeding, except only as may be necessary in an action or proceeding to enforce the terms of this Partial Settlement. It is further understood and agreed that the Lawsuit and any other action or proceeding involving claims or causes of action arising from the 2018 Occurrence or the 2019 Occurrence and not hereby released will be litigated to the jury or other finder of fact without any reference whatsoever to the claims and causes of action released pursuant to this Partial Settlement.

6. Releasors further declare and represent that no promise, inducement or agreement not herein expressed has been made to Releasors, that this Partial Settlement contains the entire agreement between the parties hereto, and that the terms of this Partial Settlement are contractual and not a mere recital.

7. This Partial Settlement is subject to approval by the City of Everett City Council. This Partial Settlement will be placed on the City Council agenda for approval within sixty (60) days after this Partial Settlement is signed by Releasors and transmitted by email to the City of Everett's attorney Duncan Manville at dmanville@fennemorelaw.com. Unless otherwise agreed in a writing signed by Releasors and the Mayor of the City of Everett, this Partial Settlement is void unless approved by the City Council and signed by the Mayor of the City of Everett within such sixty (60) days. The City of Everett will deliver the check for the Settlement Amount in accordance with paragraph 4 no later than twenty (20) days after such approval and signature. The release by Releasors under this Partial Settlement is effective upon the delivery of the Settlement Amount and is not effective until such delivery.

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THE UNDERSIGNED HAVE READ THE FOREGOING PARTIAL SETTLEMENT AND RELEASE AND FULLY UNDERSTAND IT.

JOHN TANAKA Aug 22, 2025

Signed this ____ day of _____, 20__.

Signature: *John Tanaka*
John Tanaka (Aug 22, 2025 16:08:03 PDT)

Printed Name: John Tanaka

VALERIE TANAKA Aug 22, 2025

Signed this ____ day of _____, 20__.

Signature: *Valerie Tanaka*
Valerie Tanaka (Aug 22, 2025 16:13:49 PDT)

Printed Name: Valerie Tanaka

CITY OF EVERETT

Signed this ____ day of _____, 20__.

By: (Signature) _____

By: (Printed Name) _____

Its: (Mayor) _____

Project title: An Ordinance creating a special improvement project entitled “41st Street to Rucker Avenue Corridor Phase 2” Fund 303, Program 123, and repealing Ordinance No. 3869-22.

Council Bill #

CB 2510-54

Agenda dates requested:

Briefing

Proposed action 10/15/25

Proposed action 10/22/25

Consent

Action 10/29/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 41st Street to Rucker Avenue Corridor Phase 2

Partner/Supplier: WA State Department of Transportation (WSDOT)

Location: 41st Street to West Marine View Drive

Preceding action: [Ordinance 3836-21, approved on 11/24/21](#)
[Ordinance 3869-22, approved on 4/6/22](#)

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance 3869-22 authorized an appropriation of \$2,665,200 for the design phase of the project, including \$2,500,000 in state grant funds and \$165,200 in local funds.

The City completed the 41st Street to West Marine View Drive Corridor Improvements project (Fund 303 Program 091), in which the Port of Everett (Port) contributed \$430,000 in funds to the project. Of this contribution, the City spent \$311,386 on the project. The Port mutually agreed to transfer the unspent proceeds totaling \$118,614 to this project.

This Ordinance will repeal Ordinance No. 3869-22, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$2,665,200
Design Phase – Port of Everett (newly programmed)	118,614
Design Phase – Fund 119 (newly programmed)	<u>216,186</u>
Total Design Costs	\$3,000,000

The programmed available funding for design of the project increased by \$334,800 and is now \$3,000,000. The funding sources for this project will be as follows:

Washington State LEAP Transportation Funds	\$2,500,000
Port of Everett	118,614
Fund 119 – Street Improvements	<u>381,386</u>
Total Funds	\$3,000,000

When the design phase has been completed, the department will bring a subsequent ordinance that will include construction funding for Council consideration.

Project summary statement:

This project is the second phase of a multi-phased project that began with improvements to three intersections that included signal improvements, expanded turn lanes and increased radii to better accommodate freight traffic.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “41st Street to Rucker Avenue Corridor Phase 2” Fund 303, Program 123, and repealing Ordinance No. 3869-22.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “41st Street to Rucker Avenue Corridor Phase 2” Fund 303, Program 123, to accumulate all costs for the improvement and repealing Ordinance No. 3869-22.

WHEREAS,

- A.** The City of Everett is maintaining and expanding roadway infrastructure to facilitate access to the Port of Everett.
- B.** The City of Everett has identified the need and obtained funds for the design and construction of improvements to the corridor from 41st Street to West Marine View Drive.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 123, entitled “41st Street to Rucker Avenue Corridor Phase 2” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$3,000,000 is hereby appropriated to Fund 303, Program 123, “41st Street to Rucker Avenue Corridor Phase 2” as follows:

A.	Estimated Design Costs	\$3,000,000
B.	Source of Funds	
	Washington State LEAP Transportation Funds	\$2,500,000
	Port of Everett	118,614
	Fund 119 – Street Improvements	<u>381,386</u>
	Total Funds	\$3,000,000

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors,

references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a special improvement project entitled "41st Street to West Marine View Drive Corridor Improvements" Fund 303, Program 091, as established by Ordinance No. 3468-15.

Council Bill # *interoffice use*

CB 2510-55

Agenda dates requested:

Briefing

Proposed action 10/15/25

Proposed action 10/22/25

Consent

Action 10/29/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 41st Street to West Marine View Drive Corridor Improvements

Partner/Supplier: Multiple

Location: 41st Street to West Marine View Drive

Preceding action: [Ordinance 3241-11, approved on 11/2/11](#)
[Ordinance 3468-15, approved on 11/18/15](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3468-15 appropriated \$4,485,264 to Fund 303, Program 091 for the project, which the source of funds includes the following:

Federal Grant – STPUL	\$1,864,304
State Grant – Connecting Washington	1,500,000
Port of Everett	430,000
Freight Mobility Strategic Investment Board	400,000
Fund 119 – Street Improvements	<u>290,960</u>
Total Funds	\$4,485,264

Only \$1,762,702 in STPUL funds were received, resulting in total revenues of \$4,383,662.

The project was completed at a cost of \$3,974,088 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$290,960. The Port of Everett mutually agreed to transfer the unspent contribution proceeds totaling \$118,614 to the 41st Street to Rucker Avenue Corridor Phase 2 project (Fund 303 Program 123). Total expenses for the project inclusive of the transfer outs are \$4,383,662.

Project summary statement:

This project designed and constructed improvements to three major intersections: West Marine View Drive & Pacific Avenue, Pacific Avenue & Rucker Avenue, and Rucker Avenue & 41st Street. The project reduced commercial traffic through the Central Business District (CBD), improved the connection between Rucker Avenue and West Marine View Drive, and provide for better accommodation for freight to and from the Port of Everett.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "41st Street to West Marine View Drive Corridor Improvements" Fund 303, Program 091, as established by Ordinance No. 3468-15.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091, as established by Ordinance No. 3468-15.

WHEREAS,

- A.** The special improvement project entitled “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091, as established by Ordinance No. 3468-15 be closed.

Section 2. The final expenses and revenues for the “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091 are as follows:

A. Expense

Design and Construction	\$3,974,088
Remaining Balance Transfer to Fund 119	290,960
Remaining Balance Transfer to Fund 303 Program 123	<u>118,614</u>
Total Expenses	\$4,383,662

B. Source of Funds

Federal Grant – STPUL	\$1,762,702
State Grant – Connecting Washington	1,500,000
Port of Everett	430,000
Freight Mobility Strategic Investment Board	400,000
Fund 119 – Street Improvements	<u>290,960</u>
Total Funds	\$4,383,662

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvements Project Entitled City of Everett Police Department Boathouse Project, Fund 342, Program 054, to Accumulate all Design Costs

Council Bill #

CB 2510-56

Agenda dates requested:

Briefing

Proposed action 10/22/25

Proposed action 10/29/25

Consent

Action 11/05/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Plan & Systems Ordinance

Department(s) involved:

Parks & Facilities

Police

Administration

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: City of Everett Police Department Boathouse Project

Partner/Supplier: TBD

Location: Port of Everett Marina, 1205 Craftsman Way, Everett, WA 98201

Preceding action: None

Fund: Criminal Justice Fund 156

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for the design and project administration costs for the Police boathouse project.

The source of funds for this project is Criminal Justice Fund 156. All related design costs are estimated at \$263,000.

Project summary statement:

In 2018, the City of Everett purchased the current police boathouse, located within the Port of Everett Marina. This boathouse was built in the mid 1990's and is well past its useful life and is rapidly deteriorating.

This project entails the design for the boathouse that will provide secure storage for the police boat and dive equipment allowing for quicker response to emergencies in an area that is critical to our City, port, and defense community. A dedicated police boathouse allows for the joint efforts during emergency scenarios in a controlled, waterfront environment. This will also enhance coordinating efforts between sea-based and land-based emergency response units, ensuring seamless preparedness and response during actual incidents.

Naval Station Everett supports this project, and the City was awarded a DCIP defense grant award of \$300,000 that can only be utilized for the construction costs of the project.

Staff will return to Council to amend the funding Ordinance once an engineer's estimate for construction costs are provided.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled City of Everett Police Boathouse Project, Fund 342, Program 054 to accumulate all design costs.

ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled City of Everett Police Department Boathouse Project, Fund 342 Program 054 to accumulate all design costs for the project.

WHEREAS,

- A.** The City Council recognizes that the current City of Everett Police Department boathouse is beyond its useful life.
- B.** The City Council recognizes the importance of a quick police response to emergencies from the port area and its critical importance to the City.
- C.** The City Council recognizes the importance of the Police Marine Operations Unit coordination between national defense organizations and land-based emergency response units.
- D.** The City of Everett understands the importance of both law enforcement and defense organizations in providing specialized underwater capabilities for critical search-and-rescue and/or recovery operations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled City of Everett Police Department Boathouse Project, Fund 342, Program 054.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of design and permitting is \$263,000.

Section 4. The sum of \$263,000 is hereby appropriated to Fund 342, Program 054 Police Department Boathouse Project.

A. Use of Funds		
A&E Design Costs		<u>\$263,000</u>
Total		\$263,000
B. Source of Funds		
Criminal Justice Fund 156		<u>\$263,000</u>
Total		\$263,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled "Cedar Hall & Recreation Building Demo", Fund 342, Program 055, to Accumulate all Costs for the Project

Council Bill #

CB 2510-57

Agenda dates requested:

Briefing

1st Reading 10/22/25

2nd Reading 10/29/25

Consent

Action 11/05/25

Ordinance

Public hearing:

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Cedar Hall & Recreation Building Demo

Partner/Supplier: None

Location: 802 E Mukilteo BLVD, Everett, WA

Preceding action: None

Fund: 342, Program 055 (CIP 1)

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for costs for the demolition and restoration of the Cedar Hall & the Recreation Building sites within Forest Park.

The source of funds for this project is Fund 342, Program 055 (CIP 1). All related costs are estimated at \$360,000.

Project summary statement:

This project will provide demolition and site restoration to the Cedar Hall and Recreation Building locations within Forest Park.

The Cedar Hall structure was badly damaged by fire on May 17th, 2025. The structure was unoccupied at the time of the fire. This building is a safety hazard and needs to be safely demolished.

The Recreation Building has not been in use for years. This building has reached the end of its useful life and needs to be safely demolished.

The project will fund the demolition and restoration of both building sites to level lawn and native landscaping.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Cedar Hall & Recreation Building Demolition", Fund 342, Program 055 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Cedar Hall & Recreation Building Demo”, Fund 342, Program 055, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes that Cedar Hall & the Recreation Building within Forest Park have both reached the end of their useful life and should be safely demolished.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Cedar Hall & Recreation Building Demo”, Fund 342, Program 055.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost for demolition and restoration of the site is \$360,000.

Section 4. The sum of \$360,000 is hereby appropriated to Fund 342, Program 055, “Cedar Hall & Recreation Building Demo” project.

A. Use of Funds	
Demolition	<u>\$360,000</u>
Total	\$360,000
B. Source of Funds	
CIP 1	<u>\$360,000</u>
Total	\$360,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance relating to service facility buffer zones codified under chapter 9.54 EMC, amending Ordinance 3957-23

Council Bill #

CB 2509-53

Agenda dates requested:

Briefing 10/08/25

Proposed action 10/15/25

Consent

Action 10/22/25

Ordinance X

Public hearing

Yes ☒ No ☐**Budget amendment:**Yes ☐ No ☒**PowerPoint presentation:**Yes ☐ No ☒**Attachments:**

Ordinance

Department(s) involved:

Legal

Community Development

Contact person:

Lacey Offutt

Julie Willie

Phone number:

(425) 257-8528

(425)257-7120

Email:loffutt@everettwa.gov

JWillie@everettwa.gov

Initialed by:*JW*

Department head

Administration

Council President

Project: Ordinance amending Ordinance [3957-23](#)**Partner/Supplier:** N/A**Location:** Everett, WA**Preceding action:** Adoption of Ordinance 3597-23: [5/3/23](#)**Fund:** N/A**Fiscal summary statement:**

N/A

Project summary statement:

City Council adopted Ordinance 3957-23 on May 3, 2023, creating Service Facility Buffer Zones, codified as Chapter 9.54 EMC. This ordinance included a “sunset clause” that would expire the ordinance on December 31, 2025.

This proposed amendment incorporates a new reporting requirement from City Administration to City Council regarding the status of designated qualifying high-impact locations or designated qualifying service locations, including when new locations are designated.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 3957-23 deleting the expiration provision so that the Ordinance providing for Service Facility Buffer Zones continue in effect until December 31, 2027, and add new reporting requirements.



ORDINANCE NO. _____

An ORDINANCE Relating to Service Facility Buffer Zones codified under chapter 9.54 EMC, AMENDING Ordinance 3957-23.

WHEREAS,

- A.** In May 2023, the City Council adopted Ordinance 3957-23, which created Service Facility Buffer Zones. This ordinance was codified as chapter 9.54 EMC.
- B.** Section 7 of Ordinance 3957-23 is a “sunset clause.” It states that Ordinance 3957-23 “expires on December 31, 2025.”
- C.** The City Council has determined that it is in the public interest that Ordinance 3957-23 not expire and that its sunset clause should be extended until December 31, 2027.
- D.** Moreover, the public interest is served by establishing a process to update City Council on the status of designated qualifying high-impact location and designated qualifying service locations.
- E.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any City ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 7 of Ordinance 3957-23 states: “This ordinance expires on December 31, 2025.” Ordinance 3957-23 is hereby amended to state: “This ordinance expires on December 31, 2027.” Accordingly, Chapter 9.54 EMC will expire on December 31, 2027. Chapter 9.54 EMC will remain in full force and effect until City Council repeals or otherwise amends it by ordinance.

Section 2. **EMC 9.54 is amended to add the following section as EMC 9.54.060:**

- A.** Whenever the Mayor designates a new designated qualifying high-impact location or designated qualifying service location under EMC 9.54.030, the Mayor or his or her designee shall report such designation to City Council.
- B.** City Administration shall, from time to time, but at least annually, provide a status report to City Council on all designated qualifying high-impact locations and designated qualifying service

locations. The report shall include information on the creation and revocation of designated qualifying high-impact locations and designated qualifying service locations.

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:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: A Resolution establishing Prohibited Areas related to areas of drug trafficking

Council Bill #

Agenda dates requested:

Briefing 10/08/25

Consent

Action 10/22/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

x Yes No

Attachments:

Resolution

Department(s) involved:

Legal

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

loffutt@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: A Resolution establishing Prohibited Areas related to areas of drug trafficking.

Partner/Supplier: N/A

Location: Everett, WA

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

N/A

Project summary statement:

Chapter 10.13 EMC of the Everett Municipal Code requires that the Stay Out of Drug Area (SODA) geographic areas be updated at least every two years. The Everett Police Department has requested an update to the geographic areas based on drug crime data, including narcotics related crimes, as outlined in the Declaration of Sergeant Nathan Wallace.

Recommendation (exact action requested of Council):

Adopt a Resolution establishing Prohibited Areas related to areas of drug trafficking.



RESOLUTION NO. _____

A RESOLUTION establishing Prohibited Areas related to areas of drug trafficking.

WHEREAS,

1. On December 19, 2007, the Council enacted Ordinances related to Violations of Court Orders; and
2. Ordinance No. 3048-07 §4, 2007 (EMC 10.13.040) requires that Stay Out of Drug Areas (“SODA”) orders set forth Prohibited Areas that have been established by a resolution of the City Council, at a minimum update of every two years; and
3. Due to the evolving nature of open-air drug markets, the areas must be updated every two years to account for areas of the City that become or cease to be areas of drug trafficking; and
4. The Ordinances require that the establishment of the Prohibited Areas be supported by information from the Police Department in the form of one or more declarations and/or sworn testimony; and
5. The City Council has reviewed the Declaration of Sergeant Nathan Wallace, and/or has heard other sworn testimony;

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

The City Council adopts the attached recommendations for Prohibited Areas related to areas of drug trafficking.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2025.

Council President

Stay Out of Drug Areas

Declaration of Sergeant Nathan Wallace

September 2025

I, Nathan Wallace, certify or declare under the penalty of perjury under the laws of the State of Washington that the following is true and correct:

I am a Sergeant with the Everett Police Department. My current assignment is Sergeant of the Community Response Team (CRT). CRT focuses on problem locations in the city with the goal of reducing crime, including narcotics related crimes, proactively.

I have been a commissioned police officer since 2007. In my time with the Everett Police Department I have been involved in uniform and undercover proactive narcotics investigations. I have spent my career working patrol and spent roughly three years working in CRT as a Sgt. I have been a Master Police Officer responsible for training new officers and was promoted to Sergeant in May of 2021.

I have made or been involved in hundreds of narcotics arrests in the City of Everett, including Stay out of Drug Areas ("SODA") Order violations. I have attended numerous hours of training related to narcotics investigations.

I was tasked with evaluating the areas south of downtown Everett (Pacific AVE – 35th ST) for an additional SODA zone recommendation.

In preparing this document, I consulted with the Everett Police Department Crime Analysis Unit evaluate the drug arrest and complaints of drug activity for a two-year time frame (Sept. 2023 – Sept. 2025). Included with this declaration is a PowerPoint presentation they prepared which includes maps that display drug related incidents, arrests and narcotic overdose data for the areas of Pacific AVE south to 36th ST and two blocks east or west of Colby Ave.

Based upon the experience of myself, other CRT officers, and the referenced crime data, it is my recommendation that the following area be added to the existing SODA boundaries.

The entire area on Colby Avenue extending from Pacific Avenue to the 3600 block, and two blocks east and west of this area of Colby Avenue.

In addition, after the first reading of this resolution before Everett City Council, but before the final reading, Everett City Prosecutors alerted me that existing SODA area 10 has been subject to some confusion in Everett Municipal Court. In order to provide clarity, I propose the following clarifying amendment to SODA area 10 (amendments underlined):

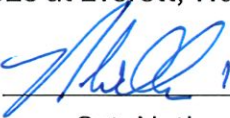
The entire area extending from the 1000 block of North Broadway Ave north to the intersection of East Marine View Drive, and two blocks east and west of this area of Broadway Avenue, and one block north of East Marine View Drive.

With these amendments, I am recommending on behalf of the Everett Police Department to the Everett City Council the following complete list of Stay Out of Drug Areas (“SODA”):

1. The entire area extending from the 1000 block to the 4100 block of Broadway, and two blocks east and west of this area of Broadway; and
2. The entire area on Evergreen Way extending from the 4700 block to the south city limits, and two blocks east and west of this area of Evergreen Way; and
3. The entire area on West Casino Road extending from the Evergreen Way to Airport Rd, and two blocks north and south of this area of West Casino Road; and
4. The entire area extending from the 1000 block to the 3200 block of Hewitt Ave, and two blocks north and south of this area of Hewitt Ave; and
5. The entire area extending from the 3100 block to the 3900 block of Smith Ave, and two blocks east and west of this area of Smith Ave.
6. The entire area extending from the 4000 block through 4700 block of Rucker Avenue, and two blocks east and west of this area of Rucker Avenue.
7. The entire area contained within Everett Avenue to 23rd Street on the south and north, and Broadway to Hoyt on the east and west (which includes Clark Park and the Everett High School campus; and
8. The entire area of Everett Mall Way from Evergreen Way to SR-526, and two blocks north and south of Everett Mall Way.
9. The entire area that makes up Senator Henry M. Jackson Park contained within 18th street to 16th street on the south and north, and Walnut Street and East Marine View Drive on the east and west, excluding any area within those boundaries that are not City of Everett Park Property.
10. The entire area extending from the 1000 block of North Broadway Ave north to the intersection of East Marine View Drive, and two blocks east and west of this area of Broadway Avenue, and one block north of East Marine View Drive.
11. The entire area on Colby Avenue extending from Pacific Avenue to the 3600 block, and two blocks east and west of this area of Colby Avenue.

These areas are known to me from my experience, training, data produced above and interaction with law enforcement officers, neighbors and business people to be areas where narcotics activity presently justifies designation as SODAs. These areas include the listed streets and the immediately adjoining sidewalks and alleys.

Dated this 15th day of October, 2025 at Everett, Washington

 1334

Sgt. Nathan Wallace

Stay Out of Drug Areas

Declaration of Sergeant Nathan Wallace

September 2025

I, Nathan Wallace, certify or declare under the penalty of perjury under the laws of the State of Washington that the following is true and correct:

I am a Sergeant with the Everett Police Department. My current assignment is Sergeant of the Community Response Team (CRT). CRT focuses on problem locations in the city with the goal of reducing crime, including narcotics related crimes, proactively.

I have been a commissioned police officer since 2007. In my time with the Everett Police Department I have been involved in uniform and undercover proactive narcotics investigations. I have spent my career working patrol and spent roughly three years working in CRT as a Sgt. I have been a Master Police Officer responsible for training new officers and was promoted to Sergeant in May of 2021.

I have made or been involved in hundreds of narcotics arrests in the City of Everett, including Stay out of Drug Areas ("SODA") Order violations. I have attended numerous hours of training related to narcotics investigations.

I was tasked with evaluating the areas south of downtown Everett (Pacific AVE – 35th ST) for an additional SODA zone recommendation.

In preparing this document, I consulted with the Everett Police Department Crime Analysis Unit evaluate the drug arrest and complaints of drug activity for a two-year time frame (Sept. 2023 – Sept. 2025). Included with this declaration is a PowerPoint presentation they prepared which includes maps that display drug related incidents, arrests and narcotic overdose data for the areas of Pacific AVE south to 36th ST and two blocks east or west of Colby Ave.

Based upon the experience of myself, other CRT officers, and the referenced crime data, it is my recommendation that the following area be added to the existing SODA boundaries.

The entire area on Colby Avenue extending from Pacific Avenue to the 3600 block, and two blocks east and west of this area of Colby Avenue.

With this inclusion, I am recommending on behalf of the Everett Police Department to the Everett City Council the following complete list of Stay Out of Drug Areas ("SODA"):

1. The entire area extending from the 1000 block to the 4100 block of Broadway, and two blocks east and west of this area of Broadway; and
2. The entire area on Evergreen Way extending from the 4700 block to the south city limits, and two blocks east and west of this area of Evergreen Way; and
3. The entire area on West Casino Road extending from the Evergreen Way to Airport Rd, and two blocks north and south of this area of West Casino Road; and
4. The entire area extending from the 1000 block to the 3200 block of Hewitt Ave, and two blocks north and south of this area of Hewitt Ave; and
5. The entire area extending from the 3100 block to the 3900 block of Smith Ave, and two blocks east and west of this area of Smith Ave.
6. The entire area extending from the 4000 block through 4700 block of Rucker Avenue, and two blocks east and west of this area of Rucker Avenue.
7. The entire area contained within Everett Avenue to 23rd Street on the south and north, and Broadway to Hoyt on the east and west (which includes Clark Park and the Everett High School campus; and
8. The entire area of Everett Mall Way from Evergreen Way to SR-526, and two blocks north and south of Everett Mall Way.
9. The entire area that makes up Senator Henry M. Jackson Park contained within 18th street to 16th street on the south and north, and Walnut Street and East Marine View Drive on the east and west, excluding any area within those boundaries that are not City of Everett Park Property.
10. The entire area extending from the 1000 block of North Broadway Ave to the intersection of Marine View Drive, and two blocks east and west of this area of Broadway Avenue, and one block north of Marine View Drive.
11. The entire area on Colby Avenue extending from Pacific Avenue to the 3600 block, and two blocks east and west of this area of Colby Avenue.

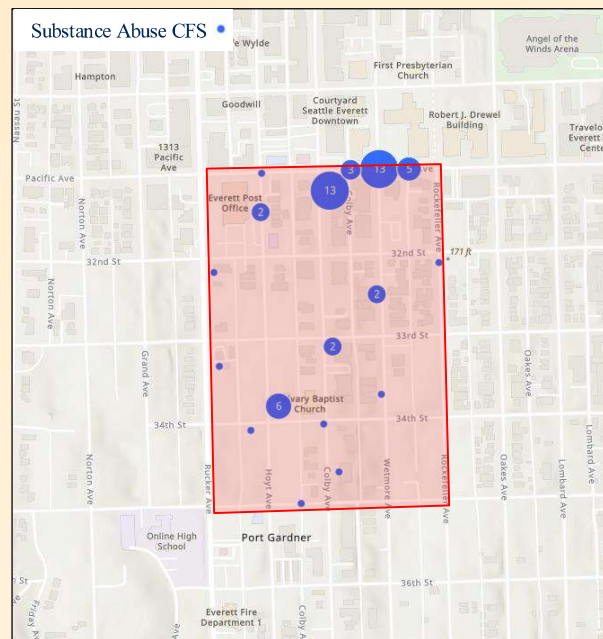
These areas are known to me from my experience, training, data produced above and interaction with law enforcement officers, neighbors and business people to be areas where narcotics activity presently justifies designation as SODAs. These areas include the listed streets and the immediately adjoining sidewalks and alleys.

Dated this 30th day of September, 2025 at Everett, Washington


Sgt. Nathan Wallace

Substance Abuse CFS

Pacific Ave to 36th St & Rucker Ave to Rockefeller Ave

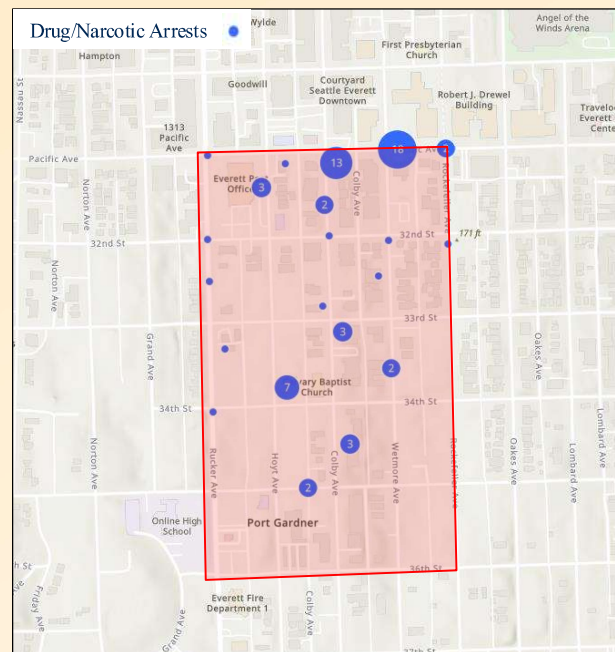


Between 9/22/23 and 9/22/25, there were 55 substance abuse calls for service in this area of the downtown corridor.



Drug/Narcotic Arrests

Pacific Ave to 36th St & Rucker Ave to Rockefeller Ave



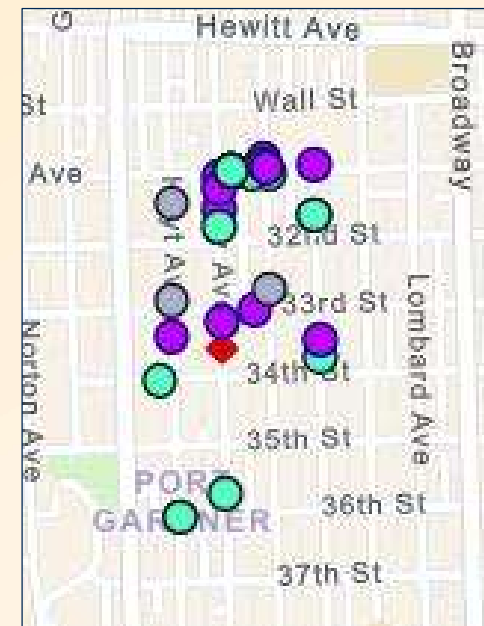
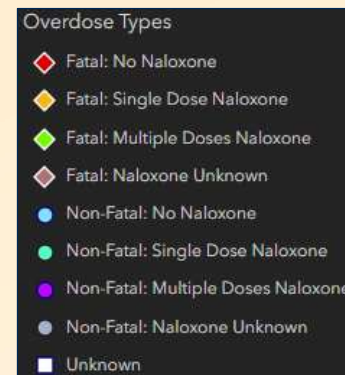
Between 9/22/23 and 9/22/25, there were 66 drug/narcotic (35A) arrests in this area.



Overdoses

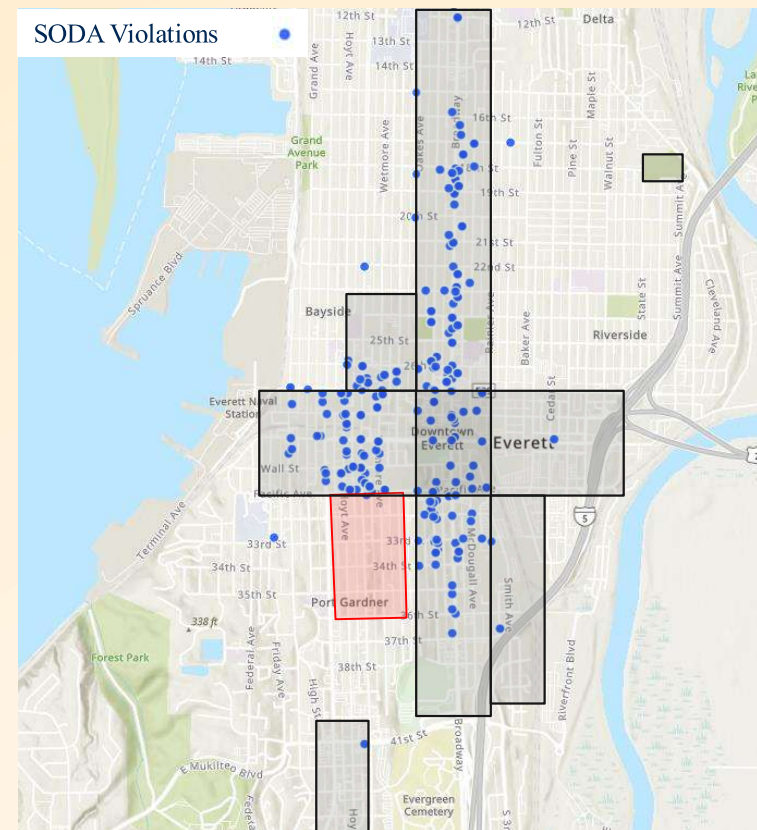
- Between 9/22/23 and 9/22/25, there were 37 suspected overdoses.
- Two overdoses were fatal.
- Thirty-two overdoses involved the use of Naloxone.

Pacific Ave to 36th St & two blocks East/West



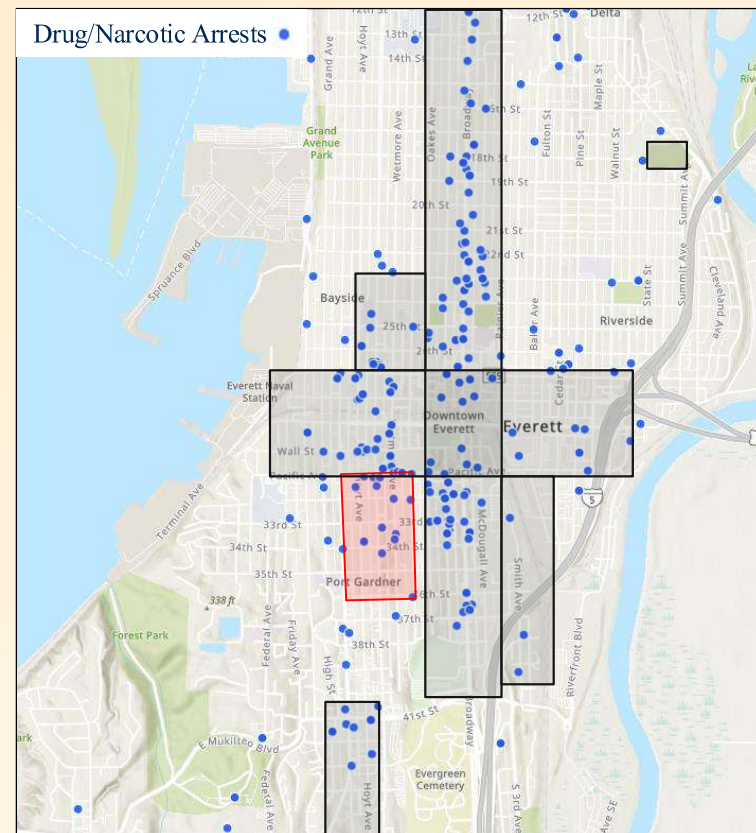
SODA Violations

- Between 9/22/23 and 9/22/25, there were 674 SODA-related arrests.
- Most of the arrests in North Everett were made along Broadway and west of Wetmore Ave.



Proposed SODA Amendment

- This new SODA zone will encompass Pacific Ave to 36th St & two blocks East/West of Colby Ave.



Public Hearing

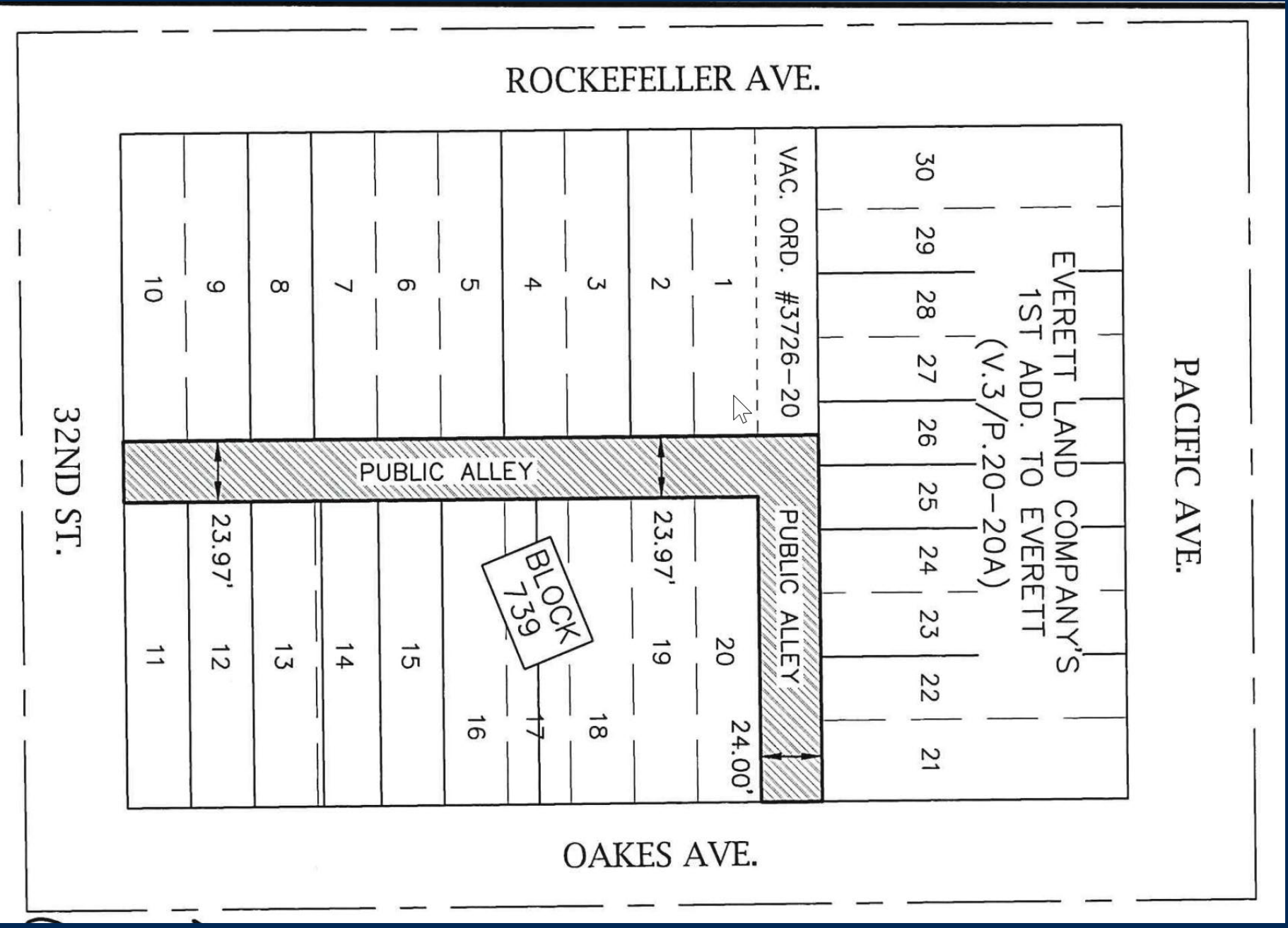
Rockefeller Apartments Proposed Alley Vacation

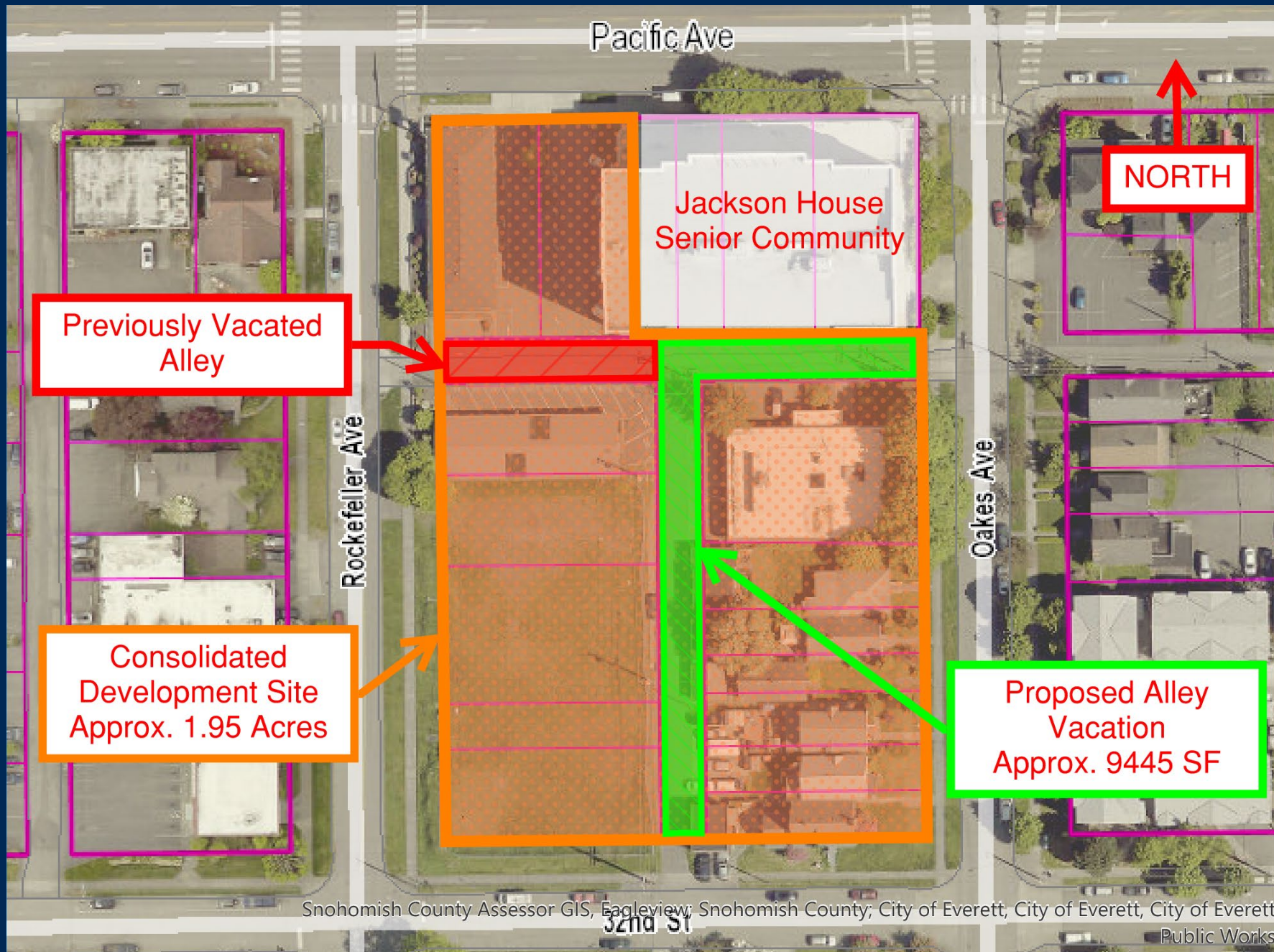


EVERETT
WASHINGTON



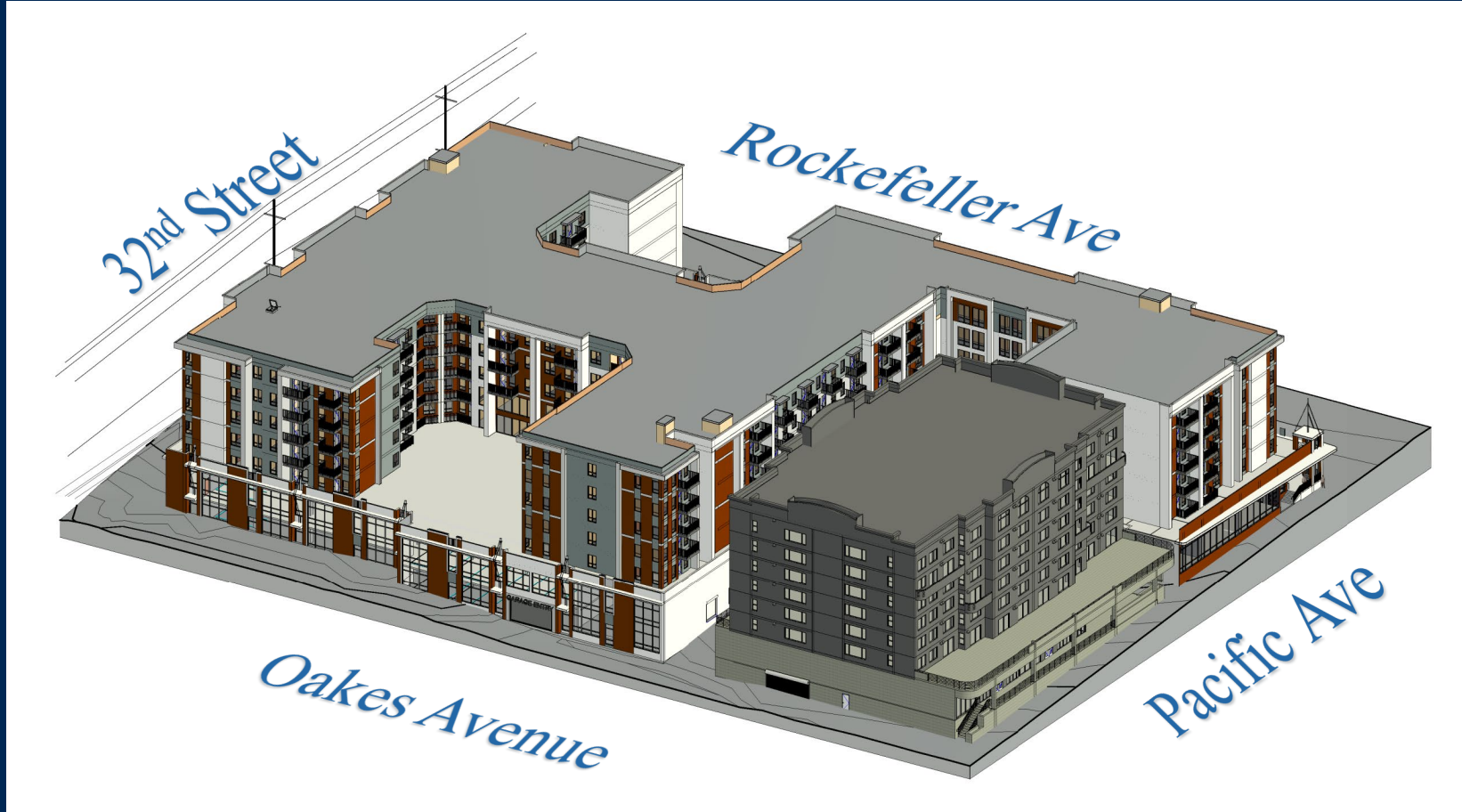
NORTH







Discussion



Proposed Alley Vacation

Discussion



1 NORTHWESTERN CORNER VIEW - PACIFIC & ROCKEFELLER

Proposed Alley Vacation



From: [Amanda Adamik](#)
To: [DL-Council](#)
Cc: [Angela Ely](#); [Cassie Franklin](#); [Johnny Carswell](#)
Subject: [EXTERNAL] Council Bill 2509-53
Date: Tuesday, October 21, 2025 10:40:34 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I am writing to express my strong support for CB 2509-53, extending the buffer zone ordinance before it expires this year.

As part of downtown APEX Everett, I've seen significant improvements in the area — from increased cleanliness and foot traffic to an overall more positive environment. The buffer zones have contributed greatly to this momentum and continue to play an important role in maintaining the vibrancy and well-being of our community.

Over the past year, I've noticed more people and families feeling comfortable visiting downtown again — attending events, dining locally, and exploring our businesses. We've even had guests mention how much safer and more welcoming the area feels compared to a few years ago. That visible shift in public perception has been critical for small businesses trying to rebuild and for maintaining community pride in our city center.

We must continue to support our business community, residents, and vulnerable populations. Establishing and maintaining buffer zones helps protect those living and working nearby while ensuring a safe and respectful environment for individuals receiving assistance.

Thank you for your time and attention. I urge you to vote in favor of Council Bill 2509-53.

Sincerely,
Amanda Adamik

Amanda Adamik
General Manager and Event Director
APEX Everett
1611 Everett Ave
Everett WA 98201
amanda@apexeverett.com

From: Cathy Reines <Cathy@kozdevelopment.com>
Sent: Monday, October 20, 2025 2:58 PM
To: DL-Council
Subject: [EXTERNAL] No Sit, No Lie Law

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members:

I'm writing to express Koz Development's strong support for the extension of the "No sit, no lie" ordinance, which has proven to be a valuable tool in addressing loitering, homelessness, and associated criminal activity in Everett.

The buffer zones help ensure public safety and promote community well-being by creating safe spaces around the local business community and the general public. More importantly, the law rightly shifts the focus away from punitive responses and toward outreach and support, helping to connect individuals experiencing homelessness with critical services, such as shelter, mental health care, and addiction treatment.

I urge you to vote in favor of extending the "No sit, no lie" ordinance and continue supporting solutions that respect both public safety and human dignity.

Thank you for your leadership and commitment to our community.

Cathy Reines | President & CEO
425.622.5943 Kōz Development

****We have moved.**** Please update your records to reflect our new mailing address:
1900 Bickford Avenue, Suite 200, Snohomish, WA 98290

From: d.vago@frontier.com
Sent: Tuesday, October 21, 2025 9:03 AM
To: DL-Council
Subject: [EXTERNAL] NO Sit NO Lie

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council of Everett,

I'm writing to ask that you vote to continue the "No Sit, No Lie" ordinance at your October 22nd meeting.

This law has made a real difference in Everett communities since it was first passed in 2021. It's helped create safer, more welcoming spaces—especially around local businesses—and equally as important, it's given those struggling with homelessness more opportunities to connect with services and support. It's not about punishing people; it's about having empathy for those in need while also keeping public areas safe for everyone.

I understand the law has a sunset clause and will expire at the end of 2025 unless it's renewed. The No Sit, No Lie ordinance has made a difference in communities, and in public areas, with less loitering, less criminal activity, thus creating greater safety for residents, businesses and visitors. I've personally noticed a positive change in public areas when I shop or visit Everett—I feel safer, and I've also heard similar feedback from other residents and local business owners.

Everett is a city that cares about its people and its future. This ordinance has shown that you can balance compassion with accountability. Please vote to continue this law so you can keep building on the progress that's already been made.

Thanks for your time and for everything you do for our city.

Donna Vago
Mukilteo resident - and frequent Everett visitor
d.vago@frontier.com
425-422-8920

From: dlwhitesell@frontier.com
Sent: Monday, October 20, 2025 6:38 PM
To: DL-Council
Subject: [EXTERNAL] Vote Yes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes on extending the No Sit No Lie law.

David S Whitesell
Glacier View
425/252-1084

From: Jason Cockburn <jason.cockburn@secondchancefoundationwa.org>
Sent: Tuesday, October 21, 2025 11:03 PM
To: DL-Council
Subject: [EXTERNAL] Buffer zone extension

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jason cockburn

Business owner at 3602 colby ave and 3021 Rucker ave.

As someone who has worked directly with homeless individuals in these areas before and after buffer zones were implemented. I see no realistic improvement to the quality of life in our city. I believe a more compassionate direct approach is needed. Not telling nonprofits to neglect helping people you see in these areas

All buffer zones have done is kick the can to different parts of the city. Putting a bufferzone around Fred Meyers did not prevent its closure. The problem simply moved to different areas and .ore out of site camps. While that may make the problem less visible. Overdose deaths and homeless deaths continue to rise. Parks remain fenced for years and the struggle continues.

I do not think extending the bufferzones will have any greater effect to the overall community health.

So lets try a new approach of compassionately engaging with individuals where they are regardless of location. Lets strive to provide a better quality of life throughout the city. Not just a few select areas you dont want to see the problem.

From: Kyung Eun Davidson <kyungeundd@gmail.com>
Sent: Tuesday, October 21, 2025 4:09 PM
To: DL-Council
Subject: [EXTERNAL] Buffer Zone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,
I live on Lombard Ave, not too far from Andy's Place. We fought hard for our buffer zone and it's been life changing. Not just our neighborhood has changed-so has downtown. I no longer get menaced or flashed while jogging in my neighborhood now. Nobody has tried to run me over on the sidewalk since the buffer zone was enacted. My partner and I can now walk through Everett's parks while on our nightly walks without fear and without avoiding certain areas.
Please, please, please keep our buffer zones. Everett downtown and my neighborhood are pleasant and infinitely safer. I shouldn't need to carry mace to protect myself from drug addicts on my own property.

Thank you,
Kyung Eun Davidson

From: Lori Green <girlgonegreen@hotmail.com>
Sent: Monday, October 20, 2025 2:46 PM
To: DL-Council
Subject: [EXTERNAL] No sit no lie

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please vote yes on extending the no sit, no lie law!

-Lori Rollins
3210 Grand Ave
98201

Sent from my iPhone

From: Michael Camacho <michaelcamachoj@gmail.com>
Sent: Wednesday, October 22, 2025 9:47 AM
To: Angela Ely
Subject: Re: [EXTERNAL]

I live in Everett Washington

On Wed, Oct 22, 2025, 9:45 AM Angela Ely <AEly@everettwa.gov> wrote:

Category 2: Sensitive information

You can do that just by responding to this email with the name of your current city. Thank you!

Category 2: For official use only / disclosure permissible by law.

From: Michael Camacho <michaelcamachoj@gmail.com>
Sent: Wednesday, October 22, 2025 9:44 AM
To: Angela Ely <AEly@everettwa.gov>
Subject: Re: [EXTERNAL]

Thank you, I will do that.

On Wed, Oct 22, 2025, 9:39 AM Angela Ely <AEly@everettwa.gov> wrote:

Category 2: Sensitive information

Thank you for submitting your email to Council. I celebrate with you on your recovery and appreciate you sharing your experience.

If you are wishing to have your email to be submitted as written comment for the record at today's Council meeting, I would need confirmation of your city of residence.

The written comment process consists of your email being shared with the city clerk, legal, and administration. The city clerk would include it in the online packet that they post online and would become a permanent record. We typically submit written communication pertaining to a current agenda item as written comment, but it is not required.

If your purpose was mainly to share your thoughts with Council, then there is no additional information needed from you.



Angela Ely
Executive Assistant | Everett City Council
425.257.8703 | [2930 Wetmore Ave, Ste 9A, Everett, WA 98201](https://www.everettwa.gov)
[everettwa.gov](https://www.everettwa.gov) | [Facebook](#) | [Twitter](#)

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

Category 2: For official use only / disclosure permissible by law.

From: Michael Camacho <michaelcamachoj@gmail.com>

Sent: Wednesday, October 22, 2025 9:34 AM

To: DL-Council <Council@everettwa.gov>

Subject: [EXTERNAL]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Michael Camacho, I was homeless for 7 years and on drugs I am a graduate of the Snohomish county ARC program, I proud to say with out the help I received from that program and second chance recovery and Hope And Wellness and the church feeds in Everett I wouldn't be where I am today please consider that while you all vote on the buffer zone, you have the power to help the people on the streets really wanting help and show people that you care about helping people get off the streets and drugs like I have, please and God bless you

Gratefully
Michael Camacho

From: Octo Dave <snowfeind13@gmail.com>
Sent: Tuesday, October 21, 2025 12:46 PM
To: Angela Ely
Subject: Re: [EXTERNAL] No sit no lie

David Paul Spohn
Everett, WA 98204

Thank you

On Tue, Oct 21, 2025 at 8:52 AM Angela Ely <AEly@everettwa.gov> wrote:

Category 2: Sensitive information

Thank you for submitting your email to Council.

If you are wishing to have your email to be submitted as written comment for the record at the October 22, 2025, Council meeting, I would need confirmation of your full name and city of residence.

The written comment process consists of your email being shared with the city clerk, legal, and administration. The city clerk would include it in the online packet that they post online and would become a permanent record. We typically submit written communication pertaining to a current agenda item as written comment, but it is not required.

If your purpose was mainly to share your thoughts with Council, then there is no additional information needed from you.

Sincerely,
Angela

Angela Ely
Executive Assistant | Everett City Council
425.257.8703 | [2930 Wetmore Ave, Ste 9A, Everett, WA 98201](https://www.everettwa.gov)
[everettwa.gov](https://www.everettwa.gov) | Facebook | Twitter

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-----Original Message-----

From: Octo Dave <snowfeind13@gmail.com>
Sent: Monday, October 20, 2025 4:34 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] No sit no lie

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Common sense dictates, extending this law indefinitely!!
Why is this even being questioned
Sent from My iPhone DS13

From: Ryan Alderfer <ryan.j.alderfer@outlook.com>
Sent: Tuesday, October 21, 2025 1:37 PM
To: DL-Council
Subject: [EXTERNAL] Please EXTEND the 'No Sit, No Lie' Law

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Everett Council,

I am lending my voice to the chorus of rational tax payers in Everett who want to see the existing 'No Sit, No Lie' law be extended beyond this year.

This law is meaningful for businesses and for the safety of those who live in or are visting Everett.

Thank you for your attention.

~ Ryan Alderfer - Everett Resident.



EVERETT CITY COUNCIL Public Comment Form

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

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](http://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: 10/22/2025

NAME (required): Jimmy Castro

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:

Jimmy Castro's "Gassing" Document

Oct 20, 2025 mon

GASSING

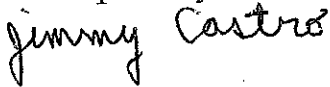
Calling for a Vote Oct 22, 2025 for a City Ordinance resolution for the City of Everett, WA, for a Gas Free City. The residents & citizens suffering is not good. Chemical & Biological Warfare are Crimes against Humanity. These Criminal Crimes penalties are Execution.

Jimmy Castro has been gassed for 6yrs in Salem, OR & 3yrs in Lacey, WA & 1yr in Everett, WA. Gassing in the United States has been going on since WWI which is killing our Genes & DNA. Gassing is also an International Problem all over our Planet.

Jimmy Castro wrote the Gassing song on Chat GPT & Deepseek on AI which LA California copied & they started singing. Then the United States started singing The Gassing Song, & now Internationally the Gassing Song is being sung.

Jimmy Castro payment is worth \$100 Million to \$140 Billion & More & to be paid Immediately. Finally the World will be free of Gassing & this Gassing War will be ended. Peace to The World!

Most Respectfully Submitted,



Mr. Jimmy Castro

Songwriter of "West Coast" 17 Songs from 2,003 to the present

9/26/2025 fri

To: Everett Police Dept 3002 Wetmore AV Everett WA 98201 425 257-8400 & 6500 fax

From: Jimmy Castro 1007 75th ST SE #1 Everett WA 98203 360 591-3920

CastroJimmy414@gmail.com

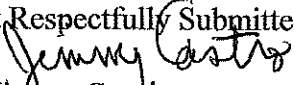
Re: Fathom Property Management 206 737-1828 & 425 347-4244 hi@fathompm.com (Fathom gassed Jimmy Castro at his apartment 1007 75th ST SE #1 Everett WA) on Sept 3, 2025 & again on Sept 21, 2025

Jimmy Castro 77yrs old wed midnight rose up at 4:00pm with massive headache & couldn't get out of bed from the Gas. Jimmy Castro had dry heaves bad for 2 days but never threwup. The following Monday Jimmy Castro went to Sea Mar Clinic in Everett WA to be seen. Jimmy Castro reported this to the Clinic & Doctor & told them to report this to the Police.

Again, on Sept 21, 2025 sun morning Jimmy Castro was gassed again with massive headache & nasal congestion & constant mucus running nose with infection. For 2 days Jimmy Castro did not eat because he was sick & ill from the Gas. Jimmy Castro has been gassed for past 10yrs as Voucher 8 Specialist with Everett Housing Authority (& Salem, OR & Lacey WA). Jimmy Castro with Woodhaven Apts Everett WA 1yr & Fathom 4 months.

Jimmy Castro wants all his Money released past 50yrs Higher Education & past 25 yrs with U.S.P.S. immediately & now. U.S. Supreme Court 2008, Washington D.C. Probate Court Jan 2011, & International Criminal Court The Hague Netherlands Feb 14, 2013.

Most Respectfully Submitted,



Mr. Jimmy Castro

U.S. Federal Retiree 2009



EVERETT CITY COUNCIL Public Comment Form

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DATE: 10-22-25

NAME (required): Michelle Pendergrass

CITY (required): Everett ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): 2063030723

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 #: SODA + Buffer Zones

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



EVERETT CITY COUNCIL Public Comment Form

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DATE: 10-22-25

NAME (required): Randy CAST

CITY (required): Everett ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): 425 231-9643

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 #: BUFFER ZONE

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



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: 10-22

NAME (required): Richard Ryan

CITY (required): Everett ZIP (required): 98208

EMAIL (optional): Rich@RichRyan.org PHONE (optional): 707 227 9475

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 Sit No Lie

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



EVERETT CITY COUNCIL Public Comment Form

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DATE: October 22, 2025

NAME (required): John Klosterman

CITY (required): Everett ZIP (required): 98208

EMAIL (optional): Klostermanjohn43@gmail.com 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 Sit/No Lie"

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



EVERETT CITY COUNCIL Public Comment Form

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DATE: 10-22-25

NAME (required): Joe Zlab

CITY (required): Lake Forest Park ZIP (required): 98155

EMAIL (optional): joe.zlab@gmail.com PHONE (optional): 425-207-7946

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 #: #15 & #16

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



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: 10/22/25

NAME (required): Greg Tisdell

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

EMAIL (optional): greg.tisdell@gmail.com PHONE (optional): 425-231-7400

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 5TH NOV 1st 15/10

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



EVERETT CITY COUNCIL Public Comment Form

5 min

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.

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

DATE: 10-22-26

NAME (required): Jose VILLALBA

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

EMAIL (optional): J-VILLALBA@hotmail.com PHONE (optional): 425-344-7363

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 #: 15 Buffer zone around Compass Health (Andy's place)

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



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](http://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: 10-22

NAME (required): SCOTT SPARKINS

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

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

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:

SODA / BUFFER ZONE