



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, February 11, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Approval Of Minutes: February 4, 2026

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,036,596.11 For The Period Ending January 24, 2026 Through January 30, 2026.

Documents:

[RES_CLAIMS PAYABLE 1.30.26.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,902,730.36 For The Period Ending January 24, 2026.

Documents:

[2026 RESOLUTION FOR PAYROLL PAY PERIOD 03.PDF](#)

(3) Award And Authorize The Mayor To Sign The Contract For The Purchase Of Playground Equipment And Installation From Great Western Recreation Using The King County Directors' Association Contract #22-315/City Of Everett Contract #2022-069 In The Amount Of \$851,254.83, Including Washington State Sales Tax.

Documents:

[GARFIELD PARK PLAYGROUND RENOVATION.PDF](#)

(4) Adopt A Resolution Closing A Special Improvement Project Entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049, As Established By Ordinance No. 4073-

25.

Documents:

[ANIMAL SHELTER HVAC CONTROLS UPDATE CLOSING RESOLUTION.PDF](#)

(5) Authorize The Mayor To Sign The 2026 Professional Services Agreement With Brown And Caldwell For Asset Management Program – Phase 1.

Documents:

[BROWN AND CALDWELL_ASSET MANAGEMENT PROGRAM PH 1_PSA.PDF](#)

(6) Adopt A Resolution Closing A Special Improvement Project Entitled "Culmback Building Police Property Room Relocation", Fund 342, Program 035, As Established By Ordinance No. 3906-22.

Documents:

[CULMBACK BUILDING POLICE PROPERTY ROOM RELOCATION CLOSING RESOLUTION.PDF](#)

(7) Adopt A Resolution Closing A Special Improvement Project Entitled "Everett Performing Arts Center Building Envelope Improvements", Fund 342, Program 039, As Established By Ordinance No. 3948-23.

Documents:

[EVERETT PERFORMING ARTS CENTER BUILDING ENVELOPE IMPROVEMENTS CLOSING RESOLUTION.PDF](#)

(8) Adopt A Resolution Closing A Special Improvement Project Entitled "Forest Park Entry Driveway Repave Project", Fund 354, Program 107, As Established By Ordinance No. 4079-25.

Documents:

[FOREST PARK ENTRY DRIVEWAY REPAVE PROJECT CLOSING RESOLUTION.PDF](#)

(9) Adopt A Resolution Closing A Special Improvement Project Entitled "Forest Park Spray Pad Recirculation Project", Fund 354, Program 079, As Established By Ordinance No. 3898-22.

Documents:

[FOREST PARK SPRAY PAD RECIRCULATION PROJECT CLOSING RESOLUTION.PDF](#)

(10) Authorize The Mayor To Sign A Professional Service Agreement With 2812 Architecture To Provide Architectural And Engineering Services For The Green Lantern Dock Repairs Project In An Amount Not To Exceed \$16,400.

Documents:

[GREEN LANTERN DOCK REPAIRS PROJECT PSA.PDF](#)

(11) Adopt A Resolution Closing A Special Improvement Project Entitled "Loganberry Trails Improvements", Fund 354, Program 091, As Established By Ordinance No. 3987-23.

Documents:

[LOGANBERRY TRAILS IMPROVEMENTS PROJECT CLOSING
RESOLUTION.PDF](#)

(12) Authorize The Mayor To Sign PSA Amendment No. 1 With OAC Services Inc. For The Main Library Building Envelope Improvements Design.

Documents:

[MAIN LIBRARY BUILDING ENVELOPE IMPROVEMENTS PSA AMENDMENT
NO. 1.PDF](#)

(13) Authorize The Mayor To Sign Amendment No.1 With Osborn Consulting For The Regional Stormwater Facility Study In The Amount Of \$54,566.

Documents:

[OSBORN CONSULTING_REGIONAL STORMWATER FACILITY
STUDY_AMENDMENT NO. 1.PDF](#)

(14) Authorize The Mayor To Sign Change Order No. 1 With Vander Veen Construction For The Parks Restrooms Renovations Project.

Documents:

[PARKS RESTROOMS RENOVATIONS CHANGE ORDER NO.1.PDF](#)

(15) Authorize The Mayor To Sign The Access Control: Managed System Agreement With Pro-Comm In Substantially The Form Provided.

Documents:

[PRO-COMM SOFTWARE AGREEMENT.PDF](#)

(16) Authorize The Mayor To Sign The Washington State Department Of Transportation 2026 World Cup Grant (PTD1305).

Documents:

[PTD1305 WSDOT 2026 WORLD CUP GRANT.PDF](#)

(17) Adopt A Resolution Closing A Special Improvement Project Entitled "Thornton A. Sullivan Dome Roof Replacement Project", Fund 354, Program 076, As Established By Ordinance No. 3885-22.

Documents:

[THORNTON A. SULLIVAN DOME ROOF REPLACEMENT PROJECT CLOSING
RESOLUTION.PDF](#)

(18) Authorize Amendment No. 1 To The Professional Services Agreement With Board And Vellum To Provide Additional Contract Time For Architecture And Engineering Services For The Walter E Hall Community Connections Pathway Project.

Documents:

[WALTER E HALL PATH PSA AMEND NO 1.PDF](#)

PROPOSED ACTION ITEMS:

(19) CB 2601-04 – 2nd Reading - Adopt An Ordinance Relating To Stormwater Controls In The Combined Sewer Area, Amending Ordinance No. 3814-21. (3rd & Final Reading 2/25/26)

Documents:

[CB 2601-04.PDF](#)

(20) CB 2602-05 – 1st Reading - Adopt An Ordinance To Amend And Close A Special Improvement Project Entitled "South Police Precinct Locker Room Renovation Project", Fund 342, Program 032, As Established By Ordinance No. 3877-22. (3rd & Final Reading 2/25/26)

Documents:

[CB 2601-05.PDF](#)

BRIEFING & ACTION ITEM:

(21) Adopt A Resolution To Use Remaining Covid Recovery Fund, In Accordance With Applicable Laws And Regulations, For FIFA World Cup Fan Zone FIFA World Cup Fan Zones, To Clean Everett Days And Downtown Vacancy Project.

Documents:

[2026 COVID RECOVERY FUND UPDATE AND RESOLUTION.PDF](#)

ACTION ITEMS:

(22) CB 2601-01 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "2026 Traffic Signal Relamping" Fund 303, Program 137, To Accumulate All Costs For The Improvement.

Documents:

[CB 2601-01.PDF](#)

(23) CB 2601-02– 3rd & Final Reading – Adopt An Ordinance Providing For The Regulation And Enforcement Of Unlicensed Mobile Food Vending Units.

Documents:

[CB 2601-02.PDF](#)

(24) CB 2601-03 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Downtown Streetscapes Planting Renovation", Fund 354, Program 110 To Accumulate All Costs For The Project.

Documents:

[CB 2601-03.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://www.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](https://www.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 January 24, 2026 through January 30, 2026, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	491.53
002	General Funds	6,472.35
003	Legal	1,451.74
004	Administration	339.65
005	Municipal Court	1,912.01
007	Human Resources	416.55
009	Misc Financial Funds	137,820.75
010	Finance	1,038.36
015	Information Technology	76.38
018	Communications, Mktg & Engag	1,032.50
021	Planning & Community Dev	2,348.18
024	Public Works-Engineering	18,580.06
026	Animal Shelter	724.25
030	Emergency Management	122.22
031	Police	9,173.67
032	Fire	19,120.30
038	Facilities Maintenance	165.38
TOTAL GENERAL FUND	\$	201,285.88

Fund	Department	Amount
101	Parks & Recreation	11,029.53
110	Library	30,444.69
112	Municipal Arts	1,824.50
120	Public Works - Streets	8,155.01
130	Develop & Const Permit Fees	104.00
146	Property Management	3,473.67
152	Cum Res/Library	911.25
153	Emergency Med Svc	214,580.64
155	Capital Reserve Fund	28,025.20
156	Criminal Justice	52,156.97
162	Capital Projects Reserve	45,550.00
197	CHIP Loan Program	69,310.56
303	Public Works Impr. Projects	66.34
308	Riverfront Development	91.80
336	Water & Sewer Sys Improv Project	160,977.97
342	City Facilities Const.	155,624.09
354	Parks Capital Const.	2,805.41
401	Public Works-Utilities	461,191.89
425	Public Works-Transit	17,959.20
440	Golf	275,671.84
501	MVD - Trans Services	112,121.48
503	Self-Insurance	14,728.60
507	Telecommunications	1,032.50
637	Police Pension	54,034.37
638	Fire Pension	81,983.47
661	Claims	1,996.83
665	Other Special Agency Funds	29,458.42
TOTAL CLAIMS		2,036,596.11

Councilperson introducing Resolution

Passed and approved this day of , 2026

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 January 24, and checks issued January 30, 2026, 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	13,907.72	1,558.16
003	Legal	103,251.46	13,708.08
004	Administration	52,350.89	6,397.29
005	Municipal Court	92,478.24	12,512.52
007	Personnel	58,768.30	7,672.94
010	Finance	105,656.03	14,029.96
015	Information Technology	134,499.64	17,890.55
018	Communications and Marketing	16,926.79	2,248.86
021	Planning & Community Dev	140,902.70	18,748.62
024	Public Works	251,559.63	32,854.21
026	Animal Shelter	59,979.09	7,887.91
030	Emergency Management	11,323.48	1,455.12
031	Police	1,464,936.98	163,644.56
032	Fire	745,106.40	82,043.81
038	Facilities/Maintenance	104,979.62	14,713.26
101	Parks & Recreation	128,051.31	17,028.63
110	Library	120,475.83	16,048.84
112	Community Theatre	9,600.95	1,277.24
120	Street	81,735.98	10,774.89
153	Emergency Medical Services	424,446.48	44,962.54
197	CHIP	8,897.99	1,190.12
198	Community Dev Block	4,475.44	598.80
401	Utilities	1,024,162.37	134,772.36
425	Transit	624,733.23	83,824.78
440	Golf	28,132.29	3,766.74
501	Equip Rental	91,391.52	12,030.91
		<u><u>\$5,902,730.36</u></u>	<u><u>\$723,641.70</u></u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2026.

Council President

Project title: Award and Authorize the Mayor to sign the Contract for the Purchase of Playground Equipment and Installation from Great Western Recreation Using The King County Directors' Association (KCDA) Contract #22-315/COE Contract #2022-069

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 2/11/26
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Contract & Quote

Department(s) involved:
Procurement & Parks & Facilities

Contact person:
Theresa Bauccio-Teschlog

Phone number:
425-257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
MEB
Department head

Administration

Council President

Project: Garfield Park Playground Renovation

Partner/Supplier: Great Western Recreation

Location: Garfield Park – 2300 Walnut Street, Everett Washington

Preceding action: [12/17/25](#) Ordinance creating this Special Improvement Project

Fund: Fund 354, Program 109

Fiscal summary statement:

The final reading for the funding of this project was approved by City Council, on December 17, 2025, which created a special improvement project titled “Garfield Park Playground Renovation” Fund 354, Program 109, to accumulate all costs for the project. Ordinance No. 4151-25 was put into effect on January 2, 2026.

The total cost of this project is \$851,254.83, including Washington state sales tax. In compliance with the Procurement Policy, this purchase is brought before Council for award.

Project summary statement:

The playground equipment is now 19 years old and exceeds the City of Everett’s park life-cycle standard of 15 years. The Parks & Facilities Department plans to construct a new playground, replacing the existing equipment with updated models that meet current industry standards and offer additional accessible play options.

Great Western Recreation’s quotation includes all playground equipment, installation, services, products, and surfacing.

Both the equipment and installation are available for purchase from Great Western Recreation through the King County Directors’ Association (KCDA) competitively bid contract #22-315/City of Everett contract #2022-069. The City has an interlocal cooperative purchasing agreement with KCDA that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own.

Recommendation (exact action requested of Council):

Award and authorize the Mayor to sign the Contract for the Purchase of Playground Equipment and Installation from Great Western Recreation using the King County Directors’ Association contract #22-315/City of Everett contract #2022-069 in the amount of \$851,254.83, including Washington state sales tax.

**AGREEMENT
BETWEEN
CITY OF EVERETT (“CLIENT”),
KING COUNTY DIRECTORS’ ASSOCIATION (“KCDA”),
AND
GREAT WESTERN RECREATION (“CONTRACTOR”)**

This AGREEMENT is made as of the 5th day of January, 2026, between the public entity City of Everett (“Client”) 2930 Wetmore Avenue, Everett, WA 98201 (address); King County Directors Association (KCDA), Street Address: 18639 - 80th Ave S, Kent, WA 98032; and the Contractor: Great Western Recreation

This Agreement supplements the King County Directors’ Association (“KCDA”) Purchase Order Number 4151015 (“Purchase Order”) for the Client.

A general description of the Project is:

Project will remove existing play equipment and remove wood fiber fill. Project will install new play equipment with play turf surfacing.

The Architect/Engineer (“A/E”), if any, is:

N/A

The Client, KCDA, and Contractor agree as set forth below.

**ARTICLE 1
THE WORK**

1.1 This Agreement provides supplemental terms and conditions to the Purchase Order and is incorporated by reference into the Purchase Order as if set forth in full therein. This Agreement shall be completed and executed for all KCDA projects that include any on-site construction activities. The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

**ARTICLE 2
DATES OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION**

2.1 The date of commencement of the Work (the date from which the Contract Time is measured) shall be the date established in a notice to proceed issued by the Client, unless a different date is stated below:

2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than November 30, 2026, and Final Completion no later than December 31, 2026, subject to adjustments of the Contract Time as provided in the Contract Documents.

2.3 Liquidated damages, if any, shall be \$0.00 per day for each calendar day after the Contract Time that Substantial Completion is not attained, and shall be paid to the Client.

ARTICLE 3
CONTRACT SUM

3.1 KCDA shall pay the Contractor for the Contractor's performance of the Contract the Contract Sum of seven hundred seventy-four thousand five hundred seventy-two dollars and eighteen cents (\$774,572.18), subject to additions and deductions as provided in the Contract Documents. Sales tax is not included in the Contract Sum and shall be added to the invoice between the Contractor and KCDA and to the invoice between KCDA and the Client.

The contract sum has been derived from the contractor's bid to KCDA directly, or to KCDA through the Association of Educational Purchasing Agencies (AEPA) dated 12/19/2025, and is made up of the following components: Job #116369-01

3.2 The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Client:
N/A

3.3 Unit prices beyond those listed in the Contractor's Bid to KCDA or AEPA, if any, are as follows: N/A

3.4 Allowances, if any, are as follows: N/A

3.5 If this Agreement is for a Project for the Contract Sum of one million dollars or more, complete below the names of the following subcontractors with whom the Contractor will subcontract for performance of the work:

_____	HVAC (heating, ventilation, and air conditioning)
_____	Plumbing as described in chapter 18.106 RCW
_____	Electrical as described in chapter 19.28 RCW.
_____	Structural Steel Installation
_____	Rebar Installation

3.6 If the amount of the Contract Sum listed in Section 3.1 above is one million dollars or more, then this Project is subject to the apprenticeship requirements of RCW 39.04.320 and Section 10.17 in the attached General Conditions. If the amount of the Contract Sum listed in Section 3.1 is less than one million dollars, then such apprenticeship requirements do not apply.

ARTICLE 4
PAYMENT

4.1 Whenever this Agreement states that KCDA will make payments, the parties agree that payment from the Client to KCDA is a condition precedent to payment from KCDA to the Contractor and that KCDA will use such payments from the Client to pay Contractor. KCDA will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor and per Article 15. KCDA will schedule final payment, constituting the entire unpaid balance of

the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed, the Client's Board of Directors has accepted the Work, and the Client has agreed to receive billing from KCDA. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.

4.2 Payments due and unpaid under the Agreement shall bear interest at the Bank of America prime rate plus 2%, unless a different rate is required under RCW 39.76.

ARTICLE 5

PERMITS AND FEES

5.1 The Client will secure and pay for the cost of any required building permit. The Client shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

5.2 The Contractor shall secure and pay, as a part of the Contract Sum, for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work.

ARTICLE 6

PROPERTY INSURANCE

6.1 The Client shall include this project in its existing property insurance coverage for loss or damage to the property in the course of construction. Upon the occurrence of an insured loss, the Client shall have the power to adjust and settle any loss with the insurers.

6.2 The Contractor shall be responsible for securing property insurance for its own equipment. This property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not be limited to, coverage for fire and extended coverage, theft, vandalism, malicious mischief, collapse and windstorm. Any deductible shall be the sole responsibility of the Contractor. The Contractor's other insurance requirements are described in Article 17.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

7.1 KCDA Invitation to Bid Number 22-315 or AEPA Invitation to Bid Number AEPA N/A and all of the terms and conditions incorporated therein, including but not limited to all terms and conditions in the Invitations for Bids, Request for Proposal, and Public Works Procedures for Members and Contractors.

7.2 For AEPA bids, Washington, King County Directors' Association (KCDA) Additional Agency Terms and Conditions as listed in the AEPA Invitation to Bid.

7.3 KCDA Purchase Order Number 4151015.

7.4 This executed Agreement between the Client and Contractor, including the attached General Conditions.

7.5 Any Supplementary and other Conditions of the Agreement.

7.6 The Specifications as follows:

<u>Section</u>	<u>Title</u>	<u>Pages</u>
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7.7 The Drawings as follows:

<u>Number</u>	<u>Title</u>	<u>Date</u>
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7.8 The Addenda (if any) as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
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7.9 Department of Labor and Industries Prevailing Wage Rates.
County: Snohomish
Effective Date: January 5, 2026

7.10 Any other documents forming part of the Contract Documents and listed below:

This Agreement entered into as of the day and year first written above.

KING COUNTY DIRECTORS' ASSOCIATION

CONTRACTOR

By _____
(Signature)

Karri Wyman, Contract & Procurement Lead
(Printed name and title)

By _____
(Signature)

Tyler Kyriopoulos, Principal Partner
(Printed name and title)

CLIENT

By _____
(Signature)

Cassie Franklin, Mayor
(Printed name and title)

Attest: _____
Office of the City Clerk

GENERAL CONDITIONS

ARTICLE 8 **THE CONTRACT DOCUMENTS**

8.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

8.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between the Client and a Subcontractor of any tier, between KCDA and a Subcontractor of any tier, between the A/E (if any) and a Subcontractor of any tier, or between any persons or entities other than the Client, KCDA, and Contractor.

8.3 The term "Work" means the demolition, abatement, disposal, construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

8.4 The term "A/E" means the entity listed as such on the first page of this Agreement, if any. The A/E may be an architect, engineering or similar company, or consultant, and is not necessarily a licensed architect or engineer. If "None" or "N/A" is listed for the A/E, then the Client or its designated representative will perform all of the functions of the A/E described herein. The A/E is not an agent of the Client or KCDA, and is not authorized to speak on behalf of or bind the Client or KCDA.

8.5 The Contractor's execution of the Agreement is a representation and acknowledgement that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed, that the Contract Sum is reasonable compensation for all the Work, and that the Contract Time is adequate for the performance of the Work. The Contractor's execution of the Agreement is a further representation and acknowledgement that the Contractor has carefully checked and verified all pertinent figures and that it has examined the Contract Documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.

8.6 KCDA is an intended third-party beneficiary of this Agreement and may enforce all of its terms directly

against the Contractor. Contractor hereby assigns to the Client all manufacturers' warranties.

ARTICLE 9 **ADMINISTRATION OF THE AGREEMENT**

9.1 The Client, with assistance from the A/E, will provide administration of the Agreement. The Client must approve in writing all changes in the Contract Sum or Time and all Change Orders, Construction Change Directives, and payments to the Contractor. The Client's Representative may perform any of the duties of the A/E described herein, at the discretion of the Client.

9.2 No representative of KCDA, the Client, or the A/E is authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work whether or not executed in accordance with, nor to issue instructions contrary to the Contract Documents, other than the Client's Superintendent. All warranties, guarantees, and certificates shall inure to the benefit of the Client.

9.3 The Client or the A/E may disapprove, condemn or reject work when, in its opinion, the Work does not conform to the Contract Documents. The Client or the A/E may require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

9.4 The Client or the A/E may call, schedule and conduct job meetings, which the Contractor and representatives of its Subcontractors shall attend, to discuss such matters as procedures, progress, problems and scheduling.

9.5 The Client, KCDA, and the A/E may visit the site at intervals each considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, none of them will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

9.6 The Client may occupy the site during the course of the Work.

ARTICLE 10 **THE CONTRACTOR**

10.1 The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, personnel and procedures, for safety, and for coordinating all portions of the Work under the Agreement, unless the Contract Documents specifically provide other instructions concerning these matters. The Contractor shall be and operate as an independent contractor in the performance of the Work and

shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of KCDA or the Client or to act as or be an agent or employee of KCDA or the Client.

10.2 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, disposal, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 Workers. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible to KCDA and the Client for the acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. At no change to the Contract Sum or Contract Time, the Client may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Client considers objectionable. If the Work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit and removed from the site if he or she is a registered sex offender or has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or RCW 9A.36 but not RCW 46.61--motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for the immediate termination of this Agreement for cause.

10.4 Warranty. The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a skillful and workmanlike manner, free from defects not inherent in the quality required or explicitly permitted, and that the Work will conform to the requirements of the Contract Documents. The Client may conclude that Work not conforming to these requirements, including substitutions or deviations from the drawings or specifications not properly approved and authorized, is defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

10.5 Taxes and Fees. In accordance with Article 3, KCDA shall invoice the Client and pay all sales tax. The Contractor shall pay all other consumer, use, B & O, and

other similar taxes that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

10.6 Legal Compliance. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify KCDA, the Client, and A/E in writing if the Contractor observes the Drawings or Specifications to be at variance with them.

10.7 Submittals. The Contractor shall review, approve and submit to the Client or A/E with reasonable promptness Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.8 Progress Schedule. Within *seven days* of execution of this Agreement, the Contractor shall submit a preliminary schedule of the Work to the Client. Failure to do so shall constitute a material breach of the Contract and a material breach of the conditions of the bid bond. Within *thirty days* after execution of the Agreement, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors, shall submit a Progress Schedule to the Client. Neither the Client nor the A/E will, however, be required to review or approve the substance or sequence of the Progress Schedule, which are the Contractor's sole responsibility. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

10.9 Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. Prior to completion of the Work or at the Client's request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to do so, the Client may do so and charge to the Contractor all costs incurred.

10.10 Access. The Contractor shall provide KCDA, the Client, the A/E and their respective consultants access to the Work wherever located.

10.11 Royalties and Patents. The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of patent rights and shall hold KCDA, the Client, and the A/E harmless from loss on account thereof, unless the Contract Documents require the particular infringing design, process or product of a particular manufacturer or manufacturers.

10.12 Indemnification. Subject to the following conditions and to the fullest extent permitted by law, the

Contractor shall defend, indemnify, and hold harmless KCDA, the Client, and the A/E and their respective agents, employees, directors, officers, consultants, successors and assigns ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from performance of the Work, any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"). The Contractor will fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will defend, indemnify, and hold harmless the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor's negligence. The Contractor agrees to being added by KCDA or the Client as a party to any mediation, arbitration, or litigation with third parties in which KCDA or the Client alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect. In claims against any person or entity indemnified under this Section 10.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Client, KCDA, the A/E and their consultants only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO KCDA OR AEPA ALONG WITH THE SUBMISSION OF ITS BID TO KCDA OR AEPA, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY. The provisions of this Section shall survive the expiration or termination of this Agreement.

10.13 Prevailing Wages.

10.13.1 Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540, Olympia WA 98504-4540, Telephone (360) 902-5335. The schedule of the prevailing wage rates for the locality or localities where this Work will be performed is attached and made a part of this Agreement by reference as though fully set forth herein; if not attached, then the applicable prevailing wages are determined as of the Bid Date for the county in which the Project is located

and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy is available for viewing at the Client's office, and a hard copy will be mailed upon request. To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates as are applicable under WAC 296-127-011, or if no schedule is attached, then the applicable published rates shall apply at no increase to the Contract Sum. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. The Industrial Statistician will answer questions relating to prevailing wage data upon request.

10.13.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

10.13.3 The Contractor shall defend, indemnify and hold the Client harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 ("Prevailing Wages on Public Works") and RCW 51 ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor, any Subcontractor of any tier, or any person performing Work on behalf of the Contractor or any Subcontractor of any tier.

10.14 The Contractor shall comply with all applicable provisions of RCW 49.28.

10.15 Pursuant to RCW 49.70 and WAC 296-307-560 et seq., the Contractor shall provide KCDA and the Client copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor at the Project Site.

10.16 The Contractor shall maintain and preserve for at least three years from the date of final payment books, ledgers, records, documents, estimates, bidding documents, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs incurred by the Contractor in connection with or related to the Agreement and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the Contract Documents and with all costs, charges and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. The Contractor agrees to make available at all reasonable times at the office of the Contractor all such records for inspection, audit and reproduction (including electronic reproduction) by KCDA and the Client and their representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work. The Contractor agrees, on behalf of itself, its representatives, and

Subcontractors of any tier and their representatives, that any rights under RCW 42.56 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier or any of their representatives shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of KCDA and the Client. Because of the importance of the access of such records to the Client in the case of a Claim, if the Contractor or any Subcontractor fails to fully comply with the requirements of this section with regard to any Claim, such Claim shall be deemed to be waived.

10.17 Apprenticeship. If the Contract Sum is one million dollars or more (see Section 3.1 of the Agreement), then this Section 10.17 and RCW 39.04.320 shall apply. This Section 10.17 shall not apply and shall have no effect upon Projects where the Contract Sum is less than one million dollars.

10.17.1 Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the Labor Hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law. Apprenticeship hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

10.17.2 “Labor Hours” means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. “Labor hours” includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. “Labor hours” does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of RCW 39.12.

10.17.3 During the term of this Contract, the Client may adjust the apprenticeship labor hour requirement upon its finding or determination that includes:

- .1 A demonstration of lack of availability of apprentices in the geographic area of the Project;
- .2 A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprenticeship participation;
- .3 Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;
- .4 Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;
- .5 The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or
- .6 Other criteria the Client deems appropriate, which are subject to review by the office of the Governor.

10.17.5 The Contractor shall report apprentice participation to the Client at least monthly, on forms provided or approved by the Client. In addition, copies of monthly certified payroll records may be requested to document the goal including copies with any birthdates and social security numbers (and any other sensitive personal information) redacted so as such copies may be used to respond to any public records requests. The reports will include:

- .1 The name of the Project;
- .2 The dollar value of the Project;
- .3 The date of the Contractor’s notice to proceed;
- .4 The name of each apprentice and apprentice registration number;
- .5 The number of apprentices and labor hours worked by them, categorized by trade or craft;
- .6 The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
- .7 The number, type, and rationale for the exceptions granted.

10.18. Certified Payrolls. Contractor and its Subcontractors of all tiers shall submit certified payrolls in accordance with RCW 39.12.120.

ARTICLE 11 **SUBCONTRACTORS**

11.1 A “Subcontractor” is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A “Subcontractor of any tier” includes Subcontractors as well as all direct and lower level sub-subcontractors and suppliers.

11.2 As soon as practicable after award of the Agreement, the Contractor shall confirm in writing to KCDA and the Client the names of the Subcontractors for each portion of the Work. The Contractor shall not contract with any Subcontractor to whom the Client has made reasonable and timely objection or which is different from the one listed in conjunction with the bid. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents to the extent of the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward KCDA and the Client, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

11.3 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to KCDA and the Client such releases of liens and claims and other documents as KCDA or the Client may request from time to time to evidence such payment (and discharge).

KCDA may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall defend, indemnify, and hold harmless KCDA and the Client from any liens, including all expenses and attorneys' fees. Nothing in the Contract Documents shall create any obligation on the part of KCDA, the Client, or A/E to pay or to see to the payment of any moneys due any Subcontractor of any tier or other person or entity, except as may otherwise be required by laws and regulations.

ARTICLE 12

CONSTRUCTION BY CLIENT OR BY SEPARATE CONTRACTORS

12.1 The Client reserves the right to perform construction or operations related to the Project with the Client's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of the Contract Documents. The Contractor has the responsibility to coordinate its Work with such separate contractors and the Client's own forces.

12.2 The Contractor shall afford the Client and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations as required by the Contract Documents.

ARTICLE 13

CHANGES IN THE WORK

13.1 The Client, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the Contract Sum and/or the Contract Time shall be authorized only by written Change Order signed by KCDA, the Client, the A/E and the Contractor or by written Construction Change Directive signed by the Client and the A/E.

13.1.1 Change Orders. A Change Order is a written instrument signed by KCDA, the Client, and the Contractor stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract Time, if any.

13.1.2 Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Client and the A/E that directs a change in the Work and states a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. It shall be used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven days* of receipt, the Contractor shall advise KCDA and the Client in writing of the Contractor's

agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

13.2 Changes in the Work shall be priced using the Contractor's unit prices and/or R.S. Means pricing as submitted in its Bid to KCDA or AEPA. If no such unit prices are listed for the Changes in the Work, and if the parties cannot agree on the cost or credit to KCDA and the Client from a Change in the Work, the Contractor shall keep and present, in such form as KCDA or the Client may prescribe, an itemized accounting together with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the following:

13.2.1 Direct labor costs: The effective W.D.O.L.&I. prevailing hourly wage for the laborers, journeymen, and foremen performing and/or directly supervising the Changed Work on the site. The premium portion of overtime wages may not be included unless pre-approved in writing by the Client. The hourly cost shall be based upon basic wages and mandatory fringe benefits and workers' insurances.

13.2.2 Direct material costs: An itemization of the quantity of materials necessary to perform the Change in the Work and the net cost therefor.

13.2.3 Construction equipment usage costs: An itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the Change in the Work at the Site times the lower of the actual rental receipt or applicable current state, NECA, EquipmentWatch, or MCA rental cost. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the Change in the Work. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

13.2.4 Cost of any change in insurance or bond premium. Upon request, the Contractor shall provide KCDA and the Client with supporting documentation.

13.2.5 Subcontractor costs: Payments the Contractor makes to Subcontractors for Changed Work performed by Subcontractors of any tier. The cost of Work for Subcontractors of any tier shall be determined in the same manner as prescribed in this Section 13.2.

13.2.6 Fee: The allowance for all combined overhead, profit, and other costs, including all office, home office, extended and site overhead (including project manager, project engineer, superintendent and general foreman time), and all delay and including impact costs of any kind, added to the total cost to the Client of any Change Order or any Claim for additional work or extra payment of any kind on this Project shall be calculated consistent with the provisions of the KCDA contract. The change order must be signed by both the Client and Contractor.

13.3 Dispute Resolution. All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure; claims that have been waived under the terms of the Contract Documents are not permitted to be brought in any forum. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

13.3.1 Notice of Claim. The Contractor shall submit notice of all Claims to both KCDA and the Client in writing within *seven days* of the event giving rise to them and shall include a clear description of the event and its probable effect. Failure to comply with these requirements shall constitute waiver of the Claim.

13.3.2 Claim Submission. Within *21 days* of the Notice of Claim, the Contractor shall provide both KCDA and the Client in writing with a Claim, which shall include a clear description of the Claim, any and all changes in cost and in time to which the Contractor and its Subcontractors of any tier may be entitled under this Agreement for the Claim, and data supporting the Claim. The claim of a Subcontractor may be brought only through the Contractor and only after the Contractor notifies KCDA and the Client in writing that the Contractor has reviewed and agrees with the Claim. No act, omission, or knowledge, actual or constructive, of the Client shall in any way be deemed to be a waiver of the requirement for a timely written Claim unless the Client provides the Contractor with an explicit, unequivocal written waiver. Failure to comply with these requirements shall constitute waiver of the Claim.

13.3.3 Informal Resolution. KCDA and the Client will make a determination of the Claim. If no determination is made within two weeks of submission of the Claim, the Claim shall be deemed rejected. If the Contractor disagrees with KCDA and the Client's determination and wishes to pursue the Claim further, the Contractor must, within *fourteen days* of receipt of the determination, provide KCDA and the Client with a written request that a representative of the Contractor, KCDA, and the Client meet, confer, and attempt to resolve the Claim. This meeting will then take place at a mutually convenient time within *thirty days* of the request, unless the Client elects to proceed directly to mediation.

13.3.4 Mediation. The Contractor may bring no litigation against the Client or KCDA unless the Claim is first subject to non-binding mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). The Contractor is responsible for initiating the mediation process. This requirement cannot be waived except by an explicit written waiver signed by KCDA, the Client, and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to KCDA and the Client within *thirty days* of the meeting undertaken in

Section 13.3.3. If the parties are unable to agree to a mediator within *thirty days* after KCDA and the Client's receipt of the written request for mediation, any party may submit a request for mediation to the AAA. An officer of the Contractor and of KCDA and the Superintendent or designee of the Client, all having full authority to settle the Claim (subject only to ratification by the Client's Board of Directors), must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors, their representatives, with full authority to settle the Claim, shall also attend the mediation session. Unless KCDA, the Client, and Contractor mutually agree in writing otherwise, all unresolved Claims in the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by the Client.

13.3.5 Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the dispute resolution procedures of Sections 13.3.1 through 13.3.4 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) *120 days* after the Date of Substantial Completion as designated in writing by the Client or (b) *60 days* after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by KCDA, the Client, and the Contractor. The pendency of a mediation (calculated as the period from the written request for mediation through the day following the mediation proceeding) shall toll these filing requirements.

13.4 Notices and Claims. All notices and Claims shall be made in writing as required by the Agreement.

13.4.1 Any notice of a Claim of the Contractor against KCDA or the Client and any Claim of the Contractor, whether under the Agreement or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract Documents. Failure to comply with these requirements shall constitute waiver of the Claim. No act, omission, or knowledge, actual or constructive, of KCDA, the Client, or the A/E shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless KCDA, the Client, and the Contractor sign an explicit, unequivocal written waiver approved by KCDA and the Client's Board of Directors.

13.4.2 The fact that KCDA, the Client, and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless KCDA, the Client, and Contractor sign an explicit, unequivocal written waiver approved by the Client's board of directors.

13.4.3 The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices or timely submit Claims has a substantial impact upon and prejudices KCDA and the Client, including but not limited to the inability to fully investigate or verify the Claim, mitigate

damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that KCDA and the Client are prejudiced by the Contractor's failure to timely submit notices or Claims as required by the Contract Documents.

13.5 Claims for Concealed or Unknown Conditions. If conditions unknown to the Contractor are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to KCDA and the Client promptly before conditions are disturbed and in no event later than *seven days* after the first observance on the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedure in Section 13.3.

13.6 Claims for Consequential Damages. The Contractor, the Client, and KCDA waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes without limitation:

- .1 damages incurred by KCDA or the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit, and for interest or financing costs.

This mutual waiver is applicable to all consequential damages of any cause, including without limitation due to either party's termination in accordance with Article 20. Nothing contained in this Section 13.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

13.7 The Contractor (including Subcontractors of any tier) shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar damages.

ARTICLE 14 **TIME**

14.1 Within *seven days* of executing the Agreement, the Contractor shall deliver any required bond to the Client with a copy to KCDA; no Progress Payments shall be due until the bond is delivered.

14.2 If, through no fault of the Contractor or a Subcontractor of any tier, the Work is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, delays caused by the Client or its separate contractors, or any causes beyond the Contractor's control and for which it and its subcontractors of any tier are not responsible, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order to the extent the critical path is affected. The Contractor (including Subcontractors) shall be entitled to damages for delay, the total limited to the liquidated rate of Section 2.3, only where KCDA or the Client's own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

14.3 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO KCDA AND THE CLIENT. KCDA and the Client will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time; however, it may be difficult if not impossible to determine the amount of such damages. Consequently, this Agreement may include provisions for liquidated damages. KCDA and the Client's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. If this Agreement does not contain an agreed amount for liquidated damages, KCDA and the Client may prove their actual damages.

ARTICLE 15 **PAYMENTS AND COMPLETION**

15.1 Progress Payments. Payments shall be made as provided in Articles 3 and 4 of this Agreement. If Progress payments are specified, they will be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

15.1.1 Draft Application. Within the first five days of each month, the Contractor shall submit to KCDA and the Client, for the Client's approval, a report on the current status of the Work as compared to the Progress Schedule and a draft itemized AIA Application for Payment for Work performed during the prior calendar month. This shall not constitute a payment request. KCDA or the Client may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors.

15.1.2 Payment Request. The Client shall review and approve the draft Application for Payment, or state its reasons for disapproval. Upon the Client's approval, and after the Contractor has furnished all data requested, the Contractor may submit to KCDA a payment request in the agreed-upon amount, in the form of a notarized, itemized AIA Application for Payment for Work performed during the prior calendar month. KCDA shall re-verify the amounts with the Client and, once verified and approved by the Client, will invoice the Client, and KCDA shall make payment to Contractor from funds received from the Client. Payment from the Client to KCDA is a condition precedent to payment from KCDA to the Contractor. Among other things, the Application shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent to pay prevailing wages on file with KCDA and the Client and that all payments due Subcontractors from KCDA's prior payments have been made. The submission of this Application constitutes a certification that the Work is current on the progress schedule, unless otherwise noted on the Application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may submit to KCDA a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

15.1.3 Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance or other reasons, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and KCDA and the Client written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

15.2 Prevailing Wages. Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors have submitted a "Statement of Intent to Pay Prevailing Wage" to KCDA and the Client. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to KCDA and the Client. The Contractor and the respective Subcontractors shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

15.3 Progress payments. Unless the Client informs the Contractor that a payment will be withheld as

provided in Section 15.4, KCDA shall make progress payments within 30 days of approval of the payment request by the Client.

15.4 Withheld Payments. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment or provide releases under Section 11.3.1, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to KCDA, the Client, or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) failure to carry out the Work in accordance with the Contract Documents. When KCDA intends to withhold all or part of a payment for any of the foregoing reasons, KCDA will provide the Contractor, within *eight working days* after KCDA's receipt of the Application for Payment, written notification of the reasons that all or part of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

15.5 Substantial Completion.

15.5.1 When the Contractor believes that the entire Work is Substantially Complete, it shall notify KCDA and the Client in writing. When the Client agrees, the Client will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Client can fully utilize the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable, if an occupancy permit (temporary or final) has not been issued, or if utilities affected by the Work are not connected and operating normally. The fact that the Client may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due KCDA.

15.5.2 Immediately before partial or complete occupancy, the Client will schedule an inspection tour of the area to be occupied. A representative of KCDA and/or the Client, A/E and Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour.

15.6 Final Payment. Pursuant to RCW 60.28, completion of the Contract Work shall occur after the Contractor has notified KCDA and the Client in writing that the Work has been concluded and submits the items listed below to KCDA and the Client, any required occupancy permit has been issued, and the Client's Board formally accepts the Project

("Final Acceptance"). Final Payment shall not become due until after Final Acceptance. Before Final Acceptance, the Contractor must have submitted the following to the Client:

- .1 An affidavit that all payrolls, Subcontractors, bills for materials and equipment, and other indebtedness connected with the Work for which the Client or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied,
- .2 consent of surety to final payment,
- .3 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least *30 days* ' prior written notice has been given to KCDA and the Client,
- .4 a written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents,
- .5 other data establishing payment or satisfaction of or protection (satisfactory to KCDA and the Client) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to KCDA and the Client that the claims of Subcontractors and laborers who have filed claims have been paid,
- .6 pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with fees paid by the Contractor or Subcontractor,
- .7 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project (including, without limitation, city/county building departments, health districts and utility districts; attach a copy of each of these closed or signed-off permits),
- .8 all warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents, and
- .9 a hard copy of the "record" drawings and specifications, delivered in a clear, clean and legible condition.

If any Subcontractor of any tier refuses to furnish a release or waiver required by KCDA of the Client, KCDA may retain in the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to KCDA all

moneys that the latter or the Client may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment shall be made pursuant to RCW 60.28 after the Contractor has properly submitted certificates from the Department of Revenue, the Department of Labor and Industries and, pursuant to RCW 50.24, a certificate from the Department of Employment Security.

15.7 Waivers.

15.7.1 Final Payment by KCDA. The making of final payment shall constitute a waiver of claims by KCDA and the Client except those arising from (1) liens, claims, security interests, or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

15.7.2 Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

15.7.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds to a Change Order or any other document a reservation of rights that has not been initialed by KCDA and the Client, all the amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by KCDA and the Client. If KCDA makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by KCDA and the Client to indicate agreement with the reservation, and if the Contractor accepts such payment, then the reservation of rights shall be deemed waived, withdrawn, and of no effect.

15.8 Retainage.

15.8.1 Progress Payments:

.1 Pursuant to RCW 60.28, KCDA will reserve 5% from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from the Contractor.

.2 The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by KCDA until *45 days* following Final Acceptance; or (2) deposited by KCDA in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until *45 days* following Final

Acceptance, with interest to the Contractor; or (3) placed in escrow with a bank or trust company until 45 days following the Final Acceptance, by KCDA's joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by KCDA, and held in escrow, with interest on the bonds and securities paid to the Contractor as it accrues.

3 If moneys are retained from the Contractor, it may retain payment of not more than 5% from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds.

15.9 Warranty of Title. The Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Client no later than the time of payment, free and clear of liens. The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to the Client such releases of claims and other documents as may be requested by the Client from time to time to evidence such payment (and discharge). The Client may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall indemnify and hold harmless the Client from any liens, including all expenses and attorneys' fees.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall have the right to control and shall be solely responsible for, and neither KCDA, the Client, nor the A/E shall have responsibility for, all aspects of safety, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours.

16.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they

may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of KCDA, the Client, or A/E or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor or a Subcontractor of any tier. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 10.12.

16.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB") unless specifically required by the Contract Documents.

16.4 The Contractor shall bear the risk of any loss, damage or destruction of its own property, including without limitation its tools, trailers and equipment, whether rented or owned, to the extent that they will not be incorporated in the Work. Any insurance provided by the Client will not cover any such loss, damage or destruction.

16.5 If the scope of the Work requires the Contractor to perform Work relating to hazardous materials, the Contractor shall be responsible to take all reasonable precautions to prevent foreseeable bodily injury or death resulting from such materials or substances, and to dispose of such materials as required by the Contract Documents and all applicable state and federal laws and regulations. The Contractor shall defend, indemnify, and hold harmless the Client, its consultants, the A/E, and their respective agents, employees, consultants, successors and assigns from and against any and all claims to the extent of the Contractor's failure to abide by such Contract Documents and all applicable state and federal laws and regulations.

ARTICLE 17

INSURANCE AND BONDS

17.1 Contractor's Liability Insurance.

17.1.1 The Contractor shall purchase from and maintain during the life of this Agreement, at its own cost in a company or companies admitted to do business in the State of Washington, possessing a Best's policy holder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to KCDA and the Client, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on the Contractor's operations, including its Subcontractors of any tier; owned, non-owned and hired vehicles; and on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Agreement. This insurance will name KCDA and the Client and their employees as additional insureds per Additional Insured Owner's (Form B) for Work performed under this Agreement. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any KCDA or Client policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

.1 \$1,000,000 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and \$2,000,000 general aggregate;

.2 \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others, including loss of use thereof arising out of the operation of automobiles.

.3 \$1,000,000 for personal injury liability coverage included and defined in the Commercial General Liability insurance policy for damages which are sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

.4 \$1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 10.12.

.5 In addition, the Contractor shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$2,000,000.

17.1.2 The insurance described above shall include coverage for underground, collapse and explosion exposures.

17.1.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$250,000/\$500,000.

17.1.4 Before commencing the Work or exposure to loss can occur, and, in any event, within *ten days* after KCDA has issued its notice of intent to award contract, the Contractor shall furnish KCDA and the Client with Certificates of Insurance, in duplicate, as evidence of all insurance required by the Contract Documents. All policies and certificates must be signed copies and shall contain provision that coverages afforded under the policies cannot be materially altered, allowed to expire or canceled without first giving *45 days* written notice by certified mail to KCDA and the Client. The Contractor shall furnish to KCDA and the Client copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits.

17.1.5 Coverage shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance. Completed operations coverage shall remain in force for three years after Final Acceptance.

17.1.6 If KCDA or the Client is damaged by the failure of the Contractor to maintain any of the above insurance

or to so notify KCDA and the Client, than the Contractor shall bear all costs properly attributable thereto. KCDA MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment shall not constitute a waiver.

17.1.7 KCDA's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

17.2 Property Insurance.

17.2.1 The requirements for property insurance are addressed in Article 6 above.

17.3 Waivers of Subrogation.

17.3.1 KCDA, the Client, and the Contractor waive all rights against each other and any of their subcontractors of any tier, the A/E, their consultants, separate contractors described in Article 12 (if any), and any of their respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Articles 6 and 17.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Client as fiduciary. KCDA and the Client do not waive their subrogation rights to the extent of the Client's property insurance on structures or portions of structures that do not comprise the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17.4 Payment and Performance Bond.

17.4.1 Pursuant to RCW 39.08, the Contractor is required to submit payment and performance bonds secured from a surety company licensed to do business in the State of Washington. The Contractor shall pay for the bonds in the full amount of the Contract Sum plus sales tax. Within *seven days* of entering into the Agreement, the Contractor shall deliver two copies of the bond (including the original bond) to KCDA and one copy each to the Client and the A/E. The price of the bond will be added to the total contract amount to be paid by the Client. KCDA MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED, AND THE CLIENT MAY WITHHOLD ITS NOTICE TO PROCEED AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

ARTICLE 18

CORRECTION OF WORK

18.1 The Contractor shall promptly and within no more than *fourteen (14) days* of notice from the Client or KCDA correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

18.2 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, KCDA and/or the Client, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

18.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Applicable Law and Venue. The Agreement shall be governed by the laws of the State of Washington, without regard to its choice of law provisions. The exclusive venue for any litigation regarding this Agreement shall be in the Superior Court in the county in which the Project is located.

19.2 Statutes. The Contractor shall abide by the provisions of all applicable Washington statutes. The statutes referenced in the Contract Documents are not meant to be a complete list and should not be relied upon as such.

19.3 Contractor Registration and Related Requirements. Pursuant to RCW 39.06, the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27. The Contractor shall: have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under

RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

19.4 Law Against Discrimination. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60.

19.5 Provisions for Aged and Handicapped Persons. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92.

19.6 Safety Standards. Contractor shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work."

19.7 Unemployment Compensation. Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Agreement or arrange for a bond acceptable to the commissioner.

19.8 Drug-Free Workplace. The Contractor and all Subcontractors shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

19.9 Tobacco-Free Environment. Smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products, including vaping, is prohibited on all Client property.

19.10 Asbestos Removal. To the extent this Project involves asbestos removal, the Contractor shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder.

19.11 Assignment. The Contractor shall not let, delegate duties under, assign or transfer this Agreement, or any interest in it or part of it, without the prior written consent of KCDA and the Client.

19.12 Weapons. The Contractor and its employees, agents, and Subcontractors of any tier shall not bring onto the Project site or onto any Client property any firearm or any other type of weapon described in either RCW 9.41.280(1) or RCW 9.41.250. Any person violating this Section shall immediately be removed from the Work, and such a violation shall be grounds for a termination of this Agreement for cause at the Client's discretion.

19.13 Contaminated Properties. To the extent this Project involves the remediation of contaminated property, the Contractor shall comply with RCW 64.44 and 70.105D and any provisions of the Washington Administrative Code promulgated thereunder, including the use of authorized contractors as provided in RCW 64.44.060.

19.14 Disposal of Materials. To the extent this Project involves the remediation of contaminated property, the Contractor shall comply with all applicable requirements of RCW 70.95 and any provisions of the Washington Administrative Code promulgated thereunder.

ARTICLE 20

TERMINATION OF THE CONTRACT

20.1 Termination for Cause by Contractor. If KCDA fails to make payment for a period of *60 days* through no fault of the Contractor and has been given approval by the Client, the Contractor may, upon *seven additional days*’ written notice to KCDA, terminate the Agreement and recover from KCDA payment for all Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including Fees applicable thereto.

20.2 Termination for Cause by Client. The Client may, upon *seven days*’ written notice to the Contractor, terminate (without prejudice to any right or remedy of KCDA or the Client) the whole or any portion of the Work for cause, including but not limited to the following circumstances:

- .1 the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Completion of the Work within the Contract Time;
- .2 the Contractor is in material default of or materially breaches any provisions of this Agreement;
- .3 the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- .4 the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- .5 the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- .6 the Contractor materially disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- .7 the Contractor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 10.3.

20.3 Termination for Convenience by Client. The Client may, at any time upon *seven days*’ written notice to the Contractor, terminate (without prejudice to any right or remedy of the Client or KCDA) the whole or any portion of the Work for the convenience of KCDA and the Client. The Client shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with the following:

- .1 The amount due under Articles 4 and 15 of this Agreement for the performance of the Work actually performed; and
- .2 Other pre-approved costs, consistent with Section 13.2, necessary and reasonably incurred in connection with the termination of Work.

The total sum to be paid to the Contractor under this Section 20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

20.4 Effects of Termination.

20.4.1 Unless the Client directs otherwise, after receipt of a Notice of Termination from the Client pursuant to Sections 20.2 or 20.3, the Contractor shall promptly:

- .1 stop Work under the Agreement on the date and as specified in the Notice of Termination;
- .2 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- .3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Client, to the extent that they relate to the performance of Work terminated;
- .4 assign to the Client all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the Client shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 with the Client’s approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Client;
- .6 transfer title and deliver to the entity or entities designated by the Client the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use its best efforts to sell any property of the types referred to in Section 20.4.1.6. The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by the Client, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Client to the Contractor;
- .8 take such action as may be necessary or as directed by the Client to preserve and protect the Work and

property related to this Project in the possession of the Contractor in which the Client has an interest; and

.9 continue performance only to the extent not terminated.

20.4.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Agreement;

.2 any claim which KCDA or the Client may have against the Contractor;

.3 an amount necessary to protect KCDA and the Client against outstanding or potential liens or claims; and

.4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 20.4.1.7, and not otherwise recovered by or credited to KCDA.

20.4.3 If (and only if) the termination pursuant to Section 20.3 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement. The Contractor must assert any Claim for an equitable adjustment under this subparagraph within *twenty-one days* from the effective date of the Termination.

20.4.4 The Contractor shall refund to KCDA any amounts KCDA paid to the Contractor in excess of costs reimbursable under Section 20.3.

20.4.5 The damages and relief from termination by the Client specifically provided in Article 20 shall be the Contractor's sole entitlement in the event of termination.

20.4.6 When this Agreement refers to a termination, it is understood that the termination is of this Agreement, the Purchase Order, and all related contract documents, but not of any contract between KCDA and the Contractor that is not specific to this Project and this Client.

End of Section

Proposal for
City of Everett

Prepared by

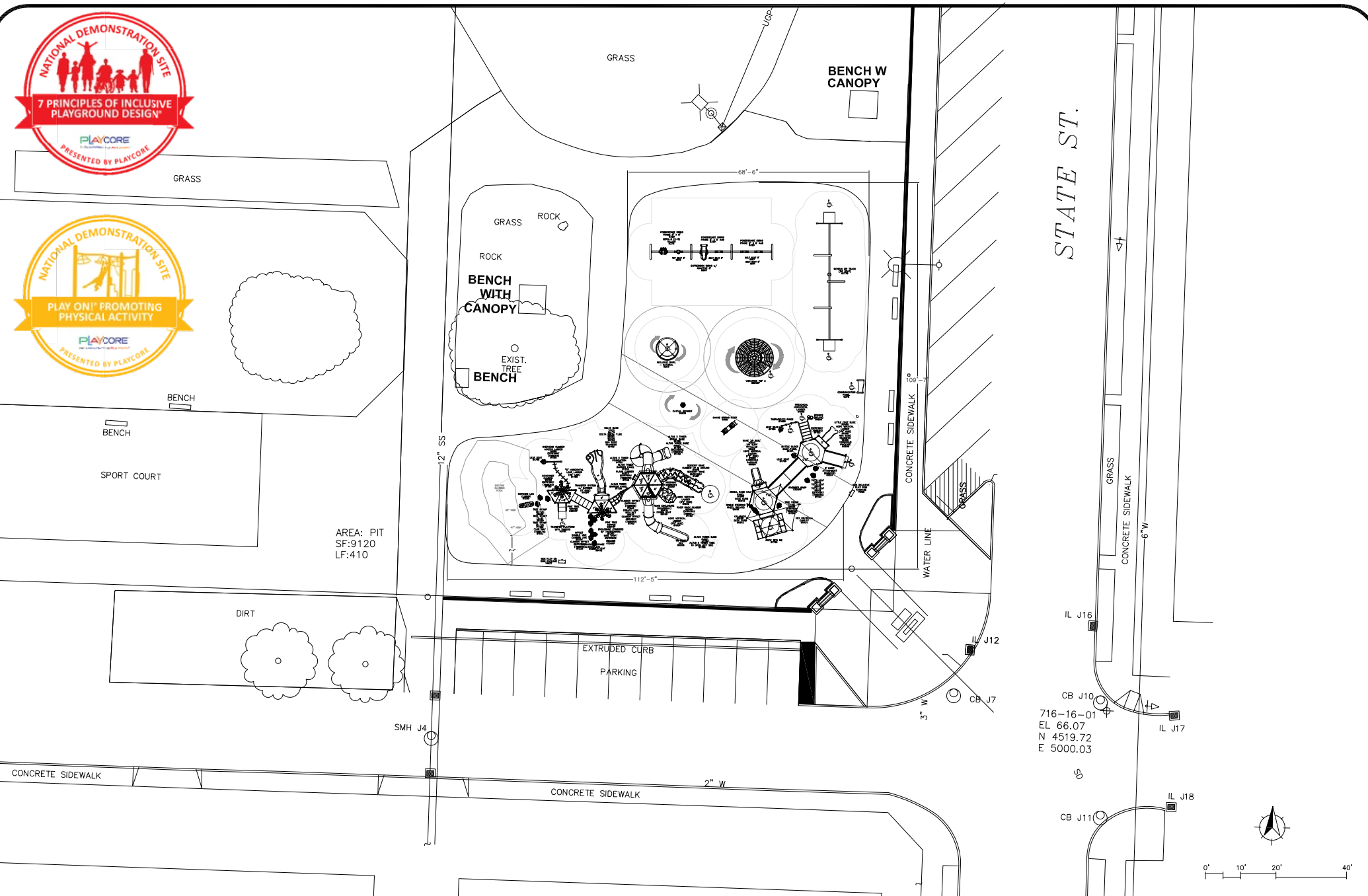


12-19-2025
Job # 116369-01

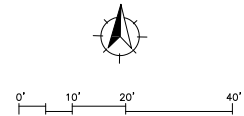
Garfield Park Playground Option 4A



401-829-3306 | www.gwpark.com



716-16-01
EL 66.07
N 4519.72
E 5000.03



City of Everett
Garfield Park Playground
Everett, WA
Representative
Great Western Recreation

This plan includes play points and
SALES REP
RYAN RAKAUSKAS
401-829-3306
RYAN@GWPARK.COM
Representative of the firm (in compliance with Disabilities Act)

Total Elevated Play Components	11/9		
Total Elevated Play Components Accessible By Ramp	-/9 Required	-/5	
Total Elevated Components Accessible By Transfer	9/4 Required	3/4	
Total Accessible Ground Level Components Shown	15/8 Required	4/3	
Total Different Types Of Ground Level Components	7/5 Required	3/3	

This play equipment is recommended for children ages
5 - 12/2 - 5

Minimum Area Required:
-
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
SB/BS
Date:
12/2/25
Drawing Name:
116369-01-Opt 4



Garfield Park Playground Option 4A

City of Everett
Attn: Katherine Phillips
2300 Walnut St.
Everett, WA 98201
United States
Phone: 425.626.0217
KPhillips@everettwa.gov

Ship to Zip 98201

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Playground - • Drawing Reference #116369-01-Opt 4	\$140,528.00	\$64,764.04	\$64,764.04
1	14927	GameTime - NDS Play On Sign Package			
1	RDU	GameTime - Custom 2-5 Playground - • Drawing Reference #116369-01-Opt 4	\$82,458.00	\$45,913.56	\$45,913.56
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	RDU	GameTime - Swings- • Drawing Reference #116369-01-Opt 4	\$15,474.00	\$12,998.16	\$12,998.16
1	6263	GameTime - Inclusive Whirl - Natural	\$16,933.00	\$16,425.01	\$16,425.01
1	38208	GameTime - Cattail Spinner	\$2,799.00	\$2,015.28	\$2,015.28
1	91778	GameTime - SkyRun Zip Track 35 - Zip Seat	\$17,586.00	\$14,420.52	\$14,420.52
1	6368	GameTime - Canoe Two-Person Spring Rider	\$2,999.00	\$2,159.28	\$2,159.28
1	5960SP	GameTime - VistaTree Top 3	\$20,634.00	\$19,395.96	\$19,395.96
1	6375	GameTime - Communication Board	\$2,710.00	\$1,951.20	\$1,951.20
1	4754RP	GameTime - Mine Shaft Entrance	\$2,508.00	\$2,508.00	\$2,508.00
1	5302RP	GameTime - Riverbed Ramp Link, 2'	\$18,300.00	\$18,300.00	\$18,300.00
2	6201RP	GameTime - Pine Tree Topper	\$5,644.00	\$5,644.00	\$11,288.00
1395	TURF	Spectraturf - 1,395 SF: to consist of a 4.0" thick SBR cushion layer topped with artificial turf.- Proposed system as noted above is rated for a max. fall height of 10'-0" Prevailing Wages	\$63.22	\$30.60	\$42,687.00
5512	TURF	Spectraturf - 5,512 SF: to consist of a 3.0" thick SBR cushion layer topped with artificial turf.- Proposed system as noted above is rated for a max. fall height of 8'-0" Prevailing Wages	\$59.54	\$30.60	\$168,667.20





Garfield Park Playground Option 4A

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
2215	TURF	Spectraturf - 2,215 SF: to consist of a 1.5" thick SBR cushion layer topped with artificial turf.- Proposed system as noted above is rated for a max. fall height of 5'-0" Prevailing Wages	\$49.26	\$30.60	\$67,779.00
3	INSTALL	Install - Mobilization - Prevailing Wages	\$1,500.00	\$1,500.00	\$4,500.00
1	INSTALL	Install - Supply of Concrete/Subbase - Prevailing Wages Install backfill and compacted aggregate for turf installation. Note that turf system depth will slightly vary across the pit with fall height requirements	\$27,800.00	\$27,800.00	\$27,800.00
1	INSTALL	Install - Installation and Sitework - Prevailing Wages <ul style="list-style-type: none"> • Receive and Offload • Temp Fencing • Demo and Disposal of Existing Equipment • Demo and Dispose one small existing concrete ramp into playground • Remove and Dispose of 9120 SF of EWF at 10" depth • Install New Equipment • Re-use, re-purpose or repair existing drainage system if discovered • Dispose Spoils • Garbage Bins • Repair of Existing Rock 208 Supervisor Hours @250 1040 Worker Hours @150	\$208,000.00	\$208,000.00	\$208,000.00
1	P&P	Payment and Performance Bond - Great Western Payment and Performance Bond	\$12,139.00	\$12,139.00	\$12,139.00
Contract: King County Director's Association				Sub Total	\$743,711.21
				Material Surcharge	\$10,214.97
				GameTime Freight	\$17,896.00
				Vista Rope Freight	\$2,750.00
				Tax	\$76,682.65
				Total	\$851,254.83





Garfield Park Playground Option 4A

Comments

Your Sales Rep is Ryan Rakauskas. Please reach out to Ryan at 401-829-3306 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

****Material Surcharge reflects raw material price increase. Subject to change at time of order.****

Shipping to Site Address:

2300 Walnut St.
Everett, WA 98201

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Prevailing Wages

*****Pricing is based on 2025 pricing. Orders MUST be place before December 31st, 2025 to qualify. Any orders placed after December 31st, 2025 will be subject to 2026 pricing.**

Landmark Design GFRC:

Orders require a 50% deposit at the time of order.





Garfield Park Playground Option 4A

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

Change billing information to:

Address: _____

Contact: _____

Change shipping information to:

Address: _____

Contact: _____

Colors: Per Renderings Yes or No

Palette _____

Per Submittals _____

Other Colors, please specify _____

Purchase Amount: **\$851,254.83**

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.





Garfield Park Playground Option 4A

Pricing on this quote includes KCDA discount on all applicable items, based on the 2022 KCDA Playground Contract #22-315. All prices include KCDA service charges, with no additional service fees to the purchaser. If this project requires a Payment and Performance Bond and the amount of the bond is not listed in the line item cost above, the cost of the bond and sales tax (if applicable) will be added to the invoice. *Purchase order needs to be made payable to "King County Director's Association" and submitted directly to KCDA for processing; for more information, please contact Karri Wyman by email: kwyman@kcda.org or by phone: 435-251-8155 ext. 133.

TERMS & CONDITIONS:

Remittance Address:

**975 S. Hwy 89
Logan, UT 84321**

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Great Western Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Great Western unless otherwise directed.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **MINIMUM ORDER:** Our minimum order is \$50 (USD) Any order less than \$5000 requires cash with order or payment by major credit card.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.





City Council Agenda Item Cover Sheet

Project title: A Resolution Closing Special Improvement Project Entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049, As Established by Ordinance No. 4073-25

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Closing Resolution

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Animal Shelter HVAC Controls Update

Partner/Supplier: DK Systems

Location: 333 Smith Island Rd, Everett

Preceding action: Ordinance [4073-25](#)

Fund: Fund 342, Program 049

Fiscal summary statement:

The source of funds for this project was Fund 342, Program 049 (CIP-1). The project was budgeted at \$100,000. The final project cost was \$92,666. The remaining balance of \$7,334 will be transferred to CIP-1.

Project summary statement:

Updates to the Animal Shelter HVAC controls system have been completed. The project focused on returning the controls system to functionality. All work was completed on time, within budget and to the full satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt a Resolution closing a Special Improvement Project entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049, as established by Ordinance No. 4073-25.



RESOLUTION NO. _____

A RESOLUTION closing special improvement project “Animal Shelter HVAC Controls Update”, Fund 342, Program 049, as established by Ordinance No. 4073-25.

WHEREAS,

- A. The special improvement project entitled “Animal Shelter HVAC Controls Update”, Fund 342, Program 049, 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, BE IT RESOLVED THAT:

Section 1. The special improvement project entitled “Animal Shelter HVAC Controls Update”, Fund 342, Program 049, as established by Ordinance No. 4073-25, is hereby closed.

Section 2. The final expenses and revenues for “Animal Shelter HVAC Controls Update”, Fund 342, Program 049, are as follows:

A. Expense

Construction	\$92,666
Remaining Balance Transfer to CIP-3	\$7,334
Total Expenses	<hr/> \$100,000

B. Source of Funds

CIP-1	\$100,000
Total Funds	<hr/> \$100,000

Section 3. That the remaining balance of \$7,334 to be transferred to CIP-1.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2026

Council President



Project title: 2026 Professional Services Agreement with Brown and Caldwell for the Asset Management Program – Phase 1

Council Bill #

Project: Asset Management Program – Phase 1

Partner/Supplier: Brown and Caldwell

Agenda dates requested:

Location: Water Filtration Plant

Preceding action: N/A

Fund: 401 – Water & Sewer Utility Fund

Briefing

Proposed action

Consent 2/11/26

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with Brown and Caldwell with a total compensation amount not to exceed \$565,098. Source of funds for this PSA will be 401 – Water & Sewer Utility Fund.

Project summary statement:

In 2024 Brown and Caldwell (B&C) assessed how data collection is used to inform asset management and maintenance decision making at the Water Filtration Plant (WFP) and Water Pollution Control Facility (WPCF). From this assessment, B&C provided recommendations for obtaining future goals set forth by WFP and WPCF.

The implementation roadmap provided by B&C maps the next five to seven years of asset management efforts, segmented into four phases: Quick Wins, (completed in December 2025), Phase 1, Phase 2 and Phase 3.

Phase 1 will focus on the development of a Strategic Assets Management Plan and supporting tasks to provide the foundation for the Public Works Asset Management Program by clearly defining the vision, policies and objectives for managing assets. The plan will provide consistent framework across all business units ensuring a coordinated and standardized approach within the department. The alignment supports well-informed and balanced decision making, considering service levels, risk, cost and long-term sustainability.

Initialed by:

RLS

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2026 Professional Services Agreement with Brown and Caldwell for Asset Management Program – Phase 1.



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
	701 Pike St. Suite 1300
	Seattle, WA 982101
	emurphy@brwncald.com , hkeswani@brwncald.com
City Project Manager	Jeff Marrs
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
	jmarrs@everettwa.gov
Brief Summary of Scope of Work	Phase 1 activities of the Asset Management Program roadmap
Completion Date	December 31, 2027
Maximum Compensation Amount	\$565,098.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Lockton Companies LLC
	816-960-9000
	kcasu@lockton.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>
Additional Provisions	<p>The attached General Provisions are amended as follows:</p> <p>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.”</p> <p><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</p>

	<p>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.”</p> <p>In the first sentence of <u>Section 10</u>, the word “conduct” is replaced with “willful misconduct.”</p>
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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

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Lynn Stephens

Signer's Email Address: lstephens@BrwnCald.com

Title of Signer: Senior 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)**

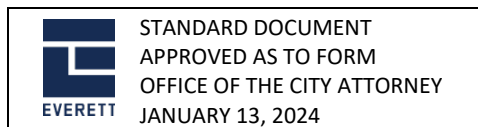


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

City of Everett
AM Program Phase 1 Scope of Services

City of Everett – Asset Management Program Phase 1

Project Understanding

The City of Everett (City) is enhancing its asset management (AM) approach to managing assets proactively and efficiently, thereby improving infrastructure reliability and resiliency. To begin this effort, the City engaged Brown and Caldwell (BC) in 2024 to assess the current AM approach, identify future goals and priorities, and develop a roadmap for implementation. The implementation roadmap maps the next five to seven years of AM effort, segmented into four phases: Quick Wins, Phase 1, Phase 2, and Phase 3. Quick Win activities were conducted in 2025. This amendment aims to execute the “Phase 1” activities to continue progressing the City's AM program.

Scope of Work Summary and Work Breakdown Structure

The scope of work for the Project includes 7 Phases and 19 Tasks, which are identified in the following table.

Asset Management Program – Phase 1			
Phase No.	Phase Name	Task No.	Task Name
Phase 100	Project Management	-	Project Management
Phase 200	Strategic Asset Management Plan	201	AM Policy
		202	Levels of Service and Key Performance Indicators
		203	Business Risk Exposure Framework
		204	Asset Lifecycle Guideline
		205	Maintenance Strategy
		206	Condition Assessment Approach
		207	AM Tools and Systems Map
		208	SAMP Development
Phase 300	Information Systems and Data Management (ISDM)	301	Information Systems Support
		302	Pilot Data Collection Additional Analysis
		303	ISDM Workflows
Phase 400	Decision Making and Capital Planning (DMCP)	401	DMCP Workflows
Phase 500	Organizational Framework	501	AM Adoption Monitoring
		502	AMT Champions Support
		503	AM Program Performance Monitoring
Phase 600	Operations and Maintenance	601	Operational Procedures
		602	Maintenance Job Plans
		603	CMMS Work Order Prioritization
		604	O&M Workflows
Phase 700	Unanticipated Services	-	Unanticipated Services

Scope Task Descriptions

The task descriptions below include an objective statement, activities/approach, task assumptions, meetings, and work products including which service or item will be provided by BC and Everett staff to complete the task.

Scope assumptions applicable to the overall project are included below.

Project-level Assumptions:

- All deliverables will be delivered in electronic format.
- The City's project manager (PM) will coordinate locations and City staff attendance and participation for project meetings and workshops.
- City PM will provide timely, consolidated staff review comments on draft work products.
- The City provided background information will be used as provided. Consultant will not be conducting a review of the information for quality or accuracy.
- All AM evaluations and analyses will only be for vertical and linear WFP, WPCF, transmission and distribution, and collection system assets. Transportation assets will not be evaluated.

Phase 100 – Project Management

Phase 100 encompasses the overall management, coordination, and oversight of all project activities. This includes managing the project scope, schedule, budget, and the preparation of monthly progress reports and invoices.

A Kickoff Meeting will be conducted as part of this phase to:

- Review the project scope
- Confirm goals and deliverables
- Identify key stakeholders
- Establish communication protocols

Activities/Approach: This phase includes the following activities:

- **Update the Project Management Plan (PMP):** Incorporate the updated scope, budget, and schedule; revise risk register; create template to track action items, issues, and decisions.
- **Conduct the Phase 1 Kickoff Meeting:** Include participation from key consultant staff and City staff.
- **Team Oversight:** Supervise project staff and manage team budget and schedule.
- **Monthly Reporting:** Prepare monthly project status reports detailing budget status, progress updates, and activities completed, accompanied by a monthly invoice.
- **Bi-weekly Coordination Calls:** Hold bi-weekly virtual meetings with the City's core AM staff to review project status, schedule, preliminary findings, workshop materials, and any emerging issues.

City Responsibilities

- Participate in the project kickoff meeting. Attendees may include: Project PM, AM Program Manager, and AM Governance Team Champions.
- Review monthly status reports and supporting documentation for invoice and payment approval.

Task Assumptions

- One (1) 1-hour virtual kick-off meeting attended by up to three (3) BC Team members.
- Bi-weekly 30-minute virtual PM meetings. The meeting will be attended by up to two (2) BC Team members.

Meetings

- Kickoff Meeting
- Bi-weekly PM Coordination Calls (for the duration of the project)

Work Products

- Kickoff meeting agenda, slides, and minutes
- PM meeting agenda and minutes
- Monthly progress reports and invoices

Phase 200 – Strategic Asset Management Plan

The objective of this phase is to develop a Strategic Asset Management Plan (SAMP). A SAMP is a foundational AM Program document that communicates City's asset management vision, policy, objectives, and near-term actions. It describes the drivers for asset management and links the organizational goals and implemented systems that support an organization's asset management program.

A SAMP also allows an organization to implement asset management consistently across all business units so that staff, processes, and tools work together to support well-informed and balanced decisions are made in the best overall interest of the City.

The SAMP is meant to be a guiding document for the City that is reviewed and updated periodically as the City progresses its AM Program.

Task 201 – AM Policy

Objective: Establish a formal AM policy that articulates the City's commitment to their AM program and provides clear guidance to staff in support of the organization's AM vision.

Activities/Approach: This task includes the following activities:

- Submit a Request for Information (RFI) to assist in SAMP development
- Draft an initial AM Policy based on the existing AM mission, vision, and goals.
- Facilitate a virtual AM Policy workshop to revise and finalize the policy.
- Assist the City in obtaining Senior Management's approval of the policy.
- Integrate the final AM Policy into the SAMP.

Task Assumptions

- Senior Management is available and willing to review and sign the final policy.
- Final AM Policy will be included within the SAMP.

City Responsibilities

- Review the draft AM Policy prior to the AM Policy workshop.
- Determine the appropriate Senior Management-level signatory and obtain signature.

Meetings

- One (1) 1-hour virtual workshop to revise and finalize AM Policy statement. The meeting will be attended by two (2) BC Team members.

Work Products

- RFI
- Workshop agendas, presentation slides, and meeting minutes
- Final AM Policy statement suitable for Senior Management endorsement and inclusion in the SAMP.

Task 202 – Levels of Service and Key Performance Indicators

Objective: Identify AM-specific Levels of Service (LOS) statements and associated Key Performance Indicators (KPIs) for the City.

Activities/Approach: This task includes the following activities:

- Define the City's AM LOS related to service attributes such as quality, reliability, responsiveness, sustainability, timeliness, accessibility, and cost.
- Develop KPIs for each LOS.
- Facilitate two (2) virtual workshops to collaboratively develop LOSs and KPIs for both linear and vertical assets.

Task Assumptions

- LOS established through BC's 2023 Staffing Evaluation and AM Program goals defined in the AM Roadmap will serve as foundational inputs.
- AM LOS and KPIs will be defined for both vertical and linear assets.
- AM LOS and KPIs will be incorporated into the SAMP.

City Responsibilities

- Coordinate participation of relevant stakeholders and AM Governance Teams in the workshops.
- Review and provide feedback on proposed LOS and KPIs.

Meetings

- One (1) 2-hour virtual workshop to develop overarching vertical AM LOS and KPIs.
- One (1) 2-hour virtual workshop to develop overarching linear AM LOS and KPIs.

Work Products

- Workshop agendas, presentation slides, and meeting minutes.
- Summary table of LOS statements, associated KPIs, and their alignment with the City's AM policy and overall LOS framework.

Task 203 – Risk Framework

Objective: Develop a consistent framework for evaluating risk of failure across the City's vertical and linear assets, including development of the two main components - Likelihood of Failure (LoF) and Consequence of Failure (CoF)

Activities/Approach: This task includes the following activities:

- Develop the City's AM Risk Policy to define the City's approach to managing risk in alignment with its AM goals and LOS expectations.

- Facilitate a virtual workshop to develop the City's AM Risk Policy.
- Define the criteria and weighting for LoF and CoF for both vertical and linear assets.
- Conduct vertical and linear CoF / LoF in-person workshops to collaboratively build the Risk Framework.
- Confirm scoring scales are standardized across asset classes to enable consistent comparison of risk scores.

Task Assumptions

- Vertical and linear assets require separate Risk Frameworks.
- Workshops will be the primary method for framework development.
- Risk Framework will be incorporated into the SAMP.
- Risk Framework does not include performing condition assessments.
- Linear asset classes and hierarchy are established and can be provided.
- Determine the appropriate Senior Management-level signatory and obtain signature on AM Risk Policy.

City Responsibilities

- Review draft AM Risk Policy and preliminary set of LoF and CoF components and weights.
- Participate in workshops and provide input on LoF and CoF components and weights.

Meetings

- One (1) 1-hour virtual workshop to develop the City's AM Risk Policy. The meeting will be attended by two (2) BC Team members.
- Vertical Assets Risk Framework Workshop: One (1) 4-hour in-person session to define LoF and CoF components and weighting. The meeting will be attended by three (3) BC Team members.
- Linear Assets Risk Framework Workshop: One (1) 4-hour in-person session to define LoF and CoF components and weighting. The meeting will be attended by three (3) BC Team members.

Work Products

- Workshop agendas, presentation slides, and meeting minutes
- Draft and final AM Risk Policy
- Draft and final Risk Framework for vertical and linear assets (for inclusion into the SAMP)

Task 204 – Asset Lifecycle Guideline

Objective: Define asset lifecycle parameters and decision-making logic to support continued development of a data-informed, risk-informed Capital Improvement Plan (CIP).

Activities/Approach: This task includes the following activities:

- Review any existing documentation for asset criticality and data on asset run-to-failure or rehabilitate-and-replace (R&R) trends for vertical and linear assets.
- Categorize asset classes as either run-to-failure or rehabilitation-and-replace (R&R) for vertical and linear assets.
- Develop R&R logic for applicable asset classes, including useful life, rehabilitation descriptions, frequency of rehabilitation, and cost estimates based on percentage of replacement for vertical and linear assets.

- Define guidelines for determining when to replace versus rehabilitate assets, incorporating lifecycle cost and risk assessment considerations for vertical and linear assets.
- Facilitate one (1) virtual workshop to develop run-to-failure or R&R categorization and two (2) in-person workshops to develop vertical and linear R&R logic for vertical and linear assets.
- Develop Asset Lifecycle Guideline table.

Task Assumptions

- Asset cost data is available or can be reasonably estimated.
- Asset Lifecycle Guidelines will be incorporated into the SAMP.

City Responsibilities

- Provide any existing information or guidelines on asset criticality or R&R logic.
- Participate in Asset Lifecycle workshop series.

Meetings

- One (1) 2-hour virtual workshop to develop run-to-failure or R&R categorization. The meeting will be attended by three (3) Team members.
- One (1) 4-hour in-person workshop to develop vertical R&R logic. The meeting will be attended by three (3) BC Team members.
- One (1) 4-hour in-person workshop to develop linear R&R logic. The meeting will be attended by three (3) BC Team members.

Work Products

- Workshop agendas, presentation slides, and meeting minutes.
- Draft Asset Lifecycle Guideline table (for inclusion into the SAMP).

Task 205 – Maintenance Strategy

Objective: Develop overarching asset renewal and maintenance strategies and develop guidelines for the City's R&R asset classes to support consistent service delivery and extend asset life.

Activities/Approach: This task includes the following activities:

- Review existing documentation on City's current maintenance strategies for R&R asset classes.
- Identify potential maintenance strategies for R&R asset classes without a defined approach.
- Facilitate two (2) workshops to confirm maintenance strategies and guidelines for R&R assets.
- Update Asset Lifecycle Guideline table to include maintenance strategies.

Task Assumptions

- There is existing documentation or institutional knowledge on maintenance strategies for specific asset classes.
- Maintenance strategies will be applied to both new and existing assets
- Workshop participants will include staff familiar with asset operations and maintenance planning.
- The maintenance strategy for R&R asset classes that aligns with asset criticality and lifecycle guidelines (see Task 204) will be incorporated into the SAMP.

City Responsibilities

- Provide existing documentation on City's existing maintenance strategies for R&R asset classes

- Review and provide input on proposed maintenance strategies for R&R asset classes.
- Participate in Maintenance Strategy workshop.

Meetings

- Two (2) 2-hour virtual workshops to confirm maintenance strategies and guidelines for R&R assets. One workshop will focus on vertical assets, one will focus on linear assets. The workshops will be attended by three (3) Team members.

Work Products

- Workshop agendas, presentation slides, and meeting minutes.
- Draft and final Asset Lifecycle Guideline table with maintenance strategies (for inclusion into the SAMP).

Task 206 – Condition Assessment Approach

Objective: For vertical assets, define how condition assessment data will be collected and establish the condition criteria used for mechanical, electrical and instrumentation, civil, and structural assets. For linear assets determine how often pipe desktop risk analysis is completed and key reviews performed on pipe failures and age of pipe and when additional analysis is needed

Activities/Approach: This task includes the following activities:

- Review prior condition assessment approaches, including condition assessment conducted as part of the 2021 Water Filtration Plant Facility Plan.
- Identify the components that make up the condition score for vertical assets.
- Identify method for calculating condition score (e.g., weighted average of highest score of the scoring factors) for vertical assets.
- Determine frequency of pipe desktop analysis for preliminary LoF scoring based upon pipe criticality.
- Identify when additional analysis (e.g., ultrasonic testing, core specimens, soil corrosivity, etc.) is needed.
- Facilitate an in-person Condition Assessment Criteria workshop for each of three asset disciplines:
 - Mechanical
 - Electrical/Instrumentation and Controls (I&C)
 - Structural/Civil
- Develop Condition Assessment criteria, factors, and weights by discipline.

Task Assumptions

- Existing condition assessment documentation, including findings from the 2021 Water Filtration Plant Facility Plan, will serve as the foundational reference for this task.
- Preliminary pipe analysis is done on a regular basis and results can be shared with BC.
- Risk requirements (LOF and CoF factors) for vertical and linear assets (Task 203) is completed.
- Condition assessment workshops will be conducted over 2 consecutive days.
- Workshop participants will include staff able to make decisions related to the condition assessment approach.

City Responsibilities

- Provide existing condition assessment methodology for vertical and linear assets
- Review condition assessment components for the mechanical, electrical and instrumentation, and structural assets
- An inventory of pipe materials used in the collection and distribution systems will be provided, organized by pipe type, diameter, and associated system (e.g., water, wastewater, stormwater).
- Participate in all condition assessment workshops.

Meetings

- One (1) 2-hour in-person workshop to develop vertical mechanical condition assessment criteria. The meeting will be attended by three (3) Team members.
- One (1) 2-hour in-person workshop to develop vertical electrical/I&C condition assessment criteria. The meeting will be attended by three (3) Team members.
- One (1) 2-hour in-person workshop to develop vertical structural/civil condition assessment criteria. The meeting will be attended by three (3) Team members.
- One (1) 2-hour in-person workshop to develop linear condition assessment criteria. The meeting will be attended by three (3) Team members.

Work Products

- Workshop agendas, presentation slides, preliminary condition assessment tables, and meeting minutes.
- Draft and final Condition Assessment criteria, factors, and weights (for inclusion into SAMP).

Task 207 – AM Tools and Systems Map

Objective: Develop a visual system map that illustrates the interactions between the City’s AM tools.

Activities/Approach: This task includes the following activities:

- Conduct meeting to discuss how AM-related tools and systems interact and support AM processes and initiatives.
- Develop a preliminary system map illustrating tool relationships and data flows.
- Facilitate a system mapping virtual workshop to review and refine the system map with City stakeholders.
- Finalize the system map for inclusion in the SAMP.

Task Assumptions

- System tool information understood from AM Roadmap development and AM Program Quick Wins will be used as a starting point for this task.
- The City has existing documentation or knowledge of its AM-related tools and systems to supplement BC’s understanding of systems and tools.
- Final system map will be incorporated into the SAMP.

City Responsibilities

- Provide additional information on AM-related tools and systems.
- Review the preliminary system mapping provided by BC.
- Participate in the system mapping workshop.
- Provide feedback and approve the final system map.

Meetings

- One (1) 1-hour virtual meeting to discuss AM-related tools and systems mapping. The meeting will be attended by two (2) Team members.
- One (1) 1-hour virtual workshop to review and refine AM systems mapping. The meeting will be attended by two (2) Team members.

Work Products

- Workshop agendas, presentation slides, and meeting minutes
- Draft and Final system map illustrating AM tool relationships and data flows.

Task 208 – SAMP Development

Objective: Develop the SAMP to describe the drivers for AM and outline how the City will support and implement the AM Program to achieve its mission, vision, and goals.

Activities/Approach: This task includes the following activities:

- Compile and organize content from Tasks 201 - 207 into a cohesive SAMP document
- Draft the SAMP, incorporating previously developed components such as the AM Mission, Vision, Goals, and Asset Data Framework
- Facilitate internal review of the Draft SAMP with City staff.
- Finalize the SAMP based on City's feedback.

Task Assumptions

- The SAMP will include components developed through prior AM efforts, including: AM Mission, Vision, Goals, and Asset Data Framework.

City Responsibilities

- Review and provide comments on the Draft SAMP
- Approve the Final SAMP.

Meetings

- One (1) 2-hour virtual meeting to review and discuss comments on the draft SAMP.

Work Products

- Draft and Final SAMP

Phase 300 – Information Systems and Data Management

Phase 300 includes continued support for the implementation of City's Asset Data Framework, additional analysis and refinement of pilot data collection efforts, and documenting information system and data management workflows.

Task 301 – Information Systems Support

Objective: Support the implementation of the Asset Data Framework (developed as part of the AM Program Quick Wins activities) and associated data within the City's GIS and CMMS systems.

Activities/Approach: This task may include the following activities:

- Coordinate with City staff to continue to support the ongoing implementation of the Asset Data Framework and asset inventory data in GIS and CMMS systems.
- Provide guidance and clarification on framework application and integration.

- Provide support for labeling equipment by drafting label layout and identifying label equipment options.
- Provide data gap closure support.
- Develop asset data collection guidebook and slide deck to support training and educating O&M staff for the ongoing field collection effort.
- Support work order enhancement implementation in CMMS (refer to Task 603 for work order prioritization enhancements).

Task Assumptions

- Allocated budget provides up to 100 hours of support; BC will use only the hours necessary to meet City staff support needs.
- BC will coordinate with City GIS and CMMS administrators regarding system modifications.
- BC will not perform direct configuration, import, migration, or data entry within City GIS or CMMS systems.
- BC will not perform asset data collection or field verification post-pilot.
- Workflows developed as part of Task 303 will support and guide implementation efforts.

City Responsibilities

- Collaborate with BC staff to support implementation.
- Provide access to relevant systems and system documentation for coordination.
- Configure and modify GIS/CMMS systems.
- Collect asset data and field verify to close gaps.
- Procure equipment labeler and apply labels.

Meetings

- Virtual coordination meetings, as needed.

Work Products

- Asset Data Field Collection guidebook and slides (if requested).

Task 302 – Pilot Data Collection Additional Analysis

Objective: Conduct additional analysis and data refinement for pilot data collection efforts initiated under the AM Program Quick Wins.

Activities/Approach: This task includes the following activities:

- Perform a desktop exercise to convert asset information for 700+ WPCF assets from the prior data structure into the Asset Data Framework.
- Conduct data cleanup for additional assets collected by City staff at the WFP.

Task Assumptions

- This task accounts for additional activities completed under Quick Wins - Phase 510 to reconcile data inconsistencies which exceeded the original contract.

City Responsibilities

- None.

Meetings

- None.

Work Products

- Asset data for 700+ WPCF assets in Asset Data Framework established within AM Program – Quick Wins.
- QA/QC'd asset data for WFP assets.

Task 303 – ISDM Workflows

Objective: Formalize workflows for capturing, updating, and maintaining asset data during regular updates, as well as during asset commissioning and decommissioning activities.

Activities/Approach: This task includes the following activities:

- Review existing documentation related to asset data collection and update processes, including procedures for commissioning and decommissioning assets and tools utilized for this process.
- Conduct a virtual workshop to discuss current processes for asset data collection, updates, commissioning, and decommissioning and understand current roles and responsibilities.
- Develop draft workflows for the following processes:
 - Asset data collection
 - Asset data update
 - Asset commissioning
 - Asset decommissioning.
- Conduct virtual workshop to review the draft workflows and discuss potential enhancements to streamline existing processes.
- Update the workflows to include enhancements discussed during the workshop.
- Conduct a virtual workshop to review the workflows with added enhancements and revise the workflows based on staff feedback.

Task Assumptions

- Existing documentation and institutional knowledge will be used as a foundation for workflow development and formalization.
- There is no formalized process for collecting and updating asset data, as well as commissioning and decommissioning assets.
- Workflow enhancements will be limited to those identified and incorporated during the scheduled workshops within the allotted time. Any additional enhancements identified outside of this effort or beyond the workshop scope will require a contract amendment.

City Responsibilities

- Provide current documentation related to asset commissioning and decommissioning processes including current tools.
- Ensure participation from the ISDM Governance Team and other appropriate City staff in the workflow workshops.
- Review and confirm the documented workflows.

Meetings

- One (1) 2-hour virtual meeting to discuss current asset data collection, update, commissioning, and decommissioning processes. The meeting will be attended by two (2) BC Team members.
- One (1) 2-hour virtual meeting to review draft asset data collection, update, commissioning, and decommissioning processes and discuss process enhancements desired. The meeting will be attended by two (2) BC Team members.
- Two (2) 2-hour virtual meeting to review and validate asset data collection, updates, commissioning, and decommissioning processes, including desired enhancements. Approximately 1 hour will be spent on each workflow. The meeting will be attended by two (2) BC Team members.

Work Products

- Draft and Final Asset Data Collection Workflow
- Draft and Final Asset Data Update Workflow
- Draft and Final Asset Commissioning Workflow
- Draft and Final Asset Decommissioning Workflow

Phase 400 – Decision Making and Capital Planning

Phase 400 includes documenting CIP budgeting and R&R workflows.

Task 401 – DMCP Workflows

Objective: Formalize workflows for CIP budgeting and integrating AM Program identified R&R needs into the CIP.

Activities/Approach: This task includes the following activities:

- Review existing documentation related to budgeting, R&R project identification, and CIP projects planned for the next 10 years.
- Conduct a virtual workshop to discuss current processes for CIP budgeting and identifying R&R projects and understand current roles and responsibilities. Review CIP Development workflow developed as part of the Quick Wins task to confirm alignment with CIP budgeting and R&R processes.
- Develop draft workflows for the following processes:
 - CIP Budgeting
 - R&R Project Identification
- Conduct a virtual workshop to review the draft workflows and discuss potential enhancements to streamline existing processes.
- Update the workflows to include enhancements discussed during the workshop.
- Conduct a virtual workshop to review the workflows with added enhancements and revise the workflows based on staff feedback.
- Revise CIP Development workflow, as needed.

Task Assumptions

- Existing documentation and institutional knowledge will be used as a foundation for workflow formalization.
- There is no established process for CIP budgeting and R&R.

- Workflow enhancements will be limited to those identified and incorporated during the scheduled workshops within the allotted time. Any additional enhancements identified outside of this effort or beyond the workshop scope will require a contract amendment

City Responsibilities

- Provide current documentation related to budgeting, CIP planning, and R&R planning.
- Ensure participation from the DMCP Governance Team and other appropriate City staff in the workflow review meeting.
- Review and confirm the documented workflows.

Meetings

- One (1) 2-hour virtual meeting to discuss current CIP budgeting and R&R project identification processes. The meeting will be attended by two (2) BC Team members.
- One (1) 2-hour virtual meeting to review draft CIP budgeting and R&R project identification and discuss process enhancements desired. The meeting will be attended by two (2) BC Team members.
- One (1) 2-hour virtual meeting to review and validate CIP budgeting and R&R project identification, including desired enhancements. Approximately 1 hour will be spent on each workflow. The meeting will be attended by two (2) BC Team members

Work Products

- Draft and Final CIP budgeting workflow
- Draft and Final R&R identification workflow
- Revised CIP Development workflow (as needed)

Phase 500 – Organizational Framework

Phase 500 includes activities to reassess and update the AM Adoption Plan based on Phase 1 progress, and to support ongoing AM Program implementation through Asset Management Team (AMT) meetings and performance monitoring.

Task 501 – AM Adoption Plan Reassessment

Objective: Review and update the AM Adoption Plan based on the implementation progress and outcomes of AM Program Phase 1 activities.

Activities/Approach: This task includes the following activities:

- Review the AM Adoption Plan developed under AM Program – Quick Wins (Task 702).
- Update the Plan's level-of-change strategies, training approaches, communication preferences, and feedback mechanisms based on Phase 1 outcomes.
- Incorporate feedback into the revised AM Adoption Plan.
- Draft a revised AM Adoption Plan that includes an updated approach for Phase 2 activities.
- Finalize the revised AM Adoption Plan.

Task Assumptions

- Revisions to the AM Adoption Plan will be informed by at least 16 months of progress under Phase 1.
- Feedback from AM Governance Teams will be available to guide updates.

City Responsibilities

- Provide feedback on AM Program Phase 1 outcomes and progression.
- Review and comment on the draft revised AM Adoption Plan.
- Approve the final revised AM Adoption Plan.

Meetings

- One (1) 2-hour virtual meeting to discuss updates to the AM Adoption Plan. The meeting will be attended by two (2) BC Team members.

Work Products

- Draft Revised AM Adoption Plan
- Final Revised AM Adoption Plan

Task 502 – AMT Champions and Governance Support

Objective: Provide ongoing support for alternating monthly AMT Champions meetings and AMT Governance meetings to promote program engagement and knowledge sharing.

Activities/Approach: This task includes the following activities:

- Support drafting agendas for monthly AMT Champions and AMT Governance meetings.
- Support, as needed, developing meeting materials, including presentation slides.
- Support communicating AM Program progress to AMT Champions and Governance.

Task Assumptions

- Rotating 45-minute monthly meetings will continue throughout the duration of 2026 and 2027.
 - Meetings will alternate between AMT Champions and AMT Governance meetings.
- Meeting content will align with current program activities and priorities.

City Responsibilities

- The City's AM Program Manager will lead the scheduling, agenda development, and facilitation of AMT Champions and Governance meetings.

Meetings

- Bi-monthly 45-minute virtual AMT Champions meetings. The meeting will be attended by two (2) BC Team members.
- Bi-monthly 45-minute virtual AMT Governance meetings. The meeting will be attended by two (2) BC Team members.

Work Products

- N/A

Task 503 – AM Program Performance Monitoring

Objective: Support the City in monitoring the performance of its AM Program.

Activities/Approach: This task includes the following activities:

- Review the Asset Management Program Evaluation (AMPE) conducted as part of the AM Roadmap development and update it to reflect progress made during Quick Wins and Phase 1 of the AM Program.
- Facilitate a meeting to review AMPE progress.

Task Assumptions

- AMPE reassessment will occur after a minimum of 15 months of Phase 1 implementation.

City Responsibilities

- Ensure participation of AM Program Manager in AMPE progress meeting.

Meetings

- One (1) 2-hr virtual meeting to review AMPE progress. The meeting will be attended by two (2) BC Team members.

Work Products

- Update APME Table

Phase 600 – Operations and Maintenance

Phase 600 includes identifying and prioritizing gaps in operational procedures and maintenance job plans for critical vertical and linear assets, formalizing CMMS work order prioritization, and developing standardized workflows for preventive and corrective maintenance activities.

Task 601 – Operational Procedures

Objective: Identify missing Standard Operating Procedures (SOPs) for critical vertical and linear assets to support consistent and risk-informed operations.

Activities/Approach: This task includes the following activities:

- Review list of existing operational SOPs for both vertical and linear assets.
- Use critical asset classes developed in Task 204 to identify missing operational SOPs for critical asset classes.
- Develop a prioritized list of SOPs needed for critical assets that currently lack SOPs, based on CoF scores (developed in Task 203).
- Conduct virtual workshops with staff from the WFP, WPCF, transmission and distribution, and collection systems to review and validate SOP gaps.

Task Assumptions

- The City has draft SOPs available to support this assessment
- WFP O&M Gap Assessment finalized in January 2025 will be used as a starting point for the WFP.
- BC will not edit existing or develop new SOPs.
- BC will not review the structure or content of existing SOPs; all received SOPs are assumed to be complete.

City Responsibilities

- Provide existing SOP documentation for WPCF, transmission and distribution, and collection systems.

- Ensure participation from WFP, WPCF, transmission and distribution, and collection systems staff in SOP review workshops.
- Review and confirm the list of critical assets without SOPs.

Meetings

- One (1) 1-hour virtual meeting with WFP staff to review SOP gaps for critical assets. The meeting will be attended by three (3) BC Team members.
- One (1) 1-hour virtual meeting with WPCF staff to review SOP gaps for critical assets. The meeting will be attended by three (3) BC Team members.
- One (1) 1-hour virtual meeting with distribution and collection system staff to review SOP gaps for critical assets. The meeting will be attended by three (3) BC Team members.

Work Products

- List of critical vertical and linear assets classes without SOPs.

Task 602 – Maintenance Job Plans

Objective: Identify missing maintenance job plans for critical vertical and linear assets to support consistent and risk-informed operations

Activities:

- Document list of existing maintenance job plans for both vertical and linear assets.
- Identify critical assets (based on definition developed in Task 204) that currently lack maintenance job plans.
- Develop a prioritized list of job plans needed for critical assets without existing documentation.
- Review up to five (5) job plans each for critical vertical and linear assets to assess completeness.
- Conduct virtual workshops with staff from the WFP, WPCF, transmission and distribution, and collection systems to review and validate job plan gaps and completeness of existing job plans.
- Develop Maintenance Job Plan Review Memorandum summarizing findings.

Task Assumptions

- BC will not edit existing or develop new maintenance job plans.
- Existing job plan lists for vertical and linear assets exist and will be provided.
- A maximum of five (5) vertical and five (5) horizontal job plans will be reviewed and assessed for completeness.
- If job plans do not exist, then BC will develop a recommended priority in which to develop job plans.

City Responsibilities

- Provide a list of existing job plans for the WFP, WPCF, transmission and distribution, and collection systems.
- Provide actual job plans for the 10 plans BC requests to review.
- Ensure participation from WFP, WPCF, transmission and distribution, and collection systems maintenance staff in SOP review workshops.
- Review and confirm the list of critical assets without job plans.

- Review and confirm analysis results of the job plans reviewed and assessed.

Meetings

- One (1) 1-hour virtual meeting with WFP staff to review maintenance job plan gaps and existing job plan assessment for critical assets. The meeting will be attended by three (3) BC Team members.
- One (1) 1-hour virtual meeting with WPCF staff to review maintenance job plan gaps and existing job plan assessment for critical assets. The meeting will be attended by three (3) BC Team members.
- One (1) 1-hour virtual meeting with distribution and collection system staff to review maintenance job plan gaps and existing job plan assessment for critical assets. The meeting will be attended by three (3) BC Team members.

Work Products

- List of critical vertical and linear assets without maintenance job plans.
- Draft and final Maintenance Job Plan Review Memorandum

Task 603 – CMMS Work Order Prioritization

Objective: Formalize CMMS work order prioritization schema for vertical and linear assets.

Activities/Approach: This task includes the following activities:

- Review existing work order prioritization schema for vertical and linear assets.
- Compare existing work order prioritization schema to industry best practices.
- Facilitate virtual meetings to review current work order prioritization schema for vertical and linear assets and how it is implemented.
- Facilitate a virtual meeting to review recommended work order prioritization schema for vertical and linear assets.
- Develop Work Order Prioritization TM summarizing recommended changes to the work order prioritization schema.

Task Assumptions

- City has a work order prioritization schema for both vertical and linear assets
- City can provide description of the prioritization schema for both vertical and linear assets.

City Responsibilities

- Provide existing work order prioritization schema for both vertical and linear assets along with a definition of each priority level.
- Ensure participation in the meeting to review how the prioritization schema is implemented.
- Review and approve recommended work order prioritization schema

Meetings

- One (1) 1-hour virtual meeting to review current work vertical assets order prioritization schema and how it is implemented. The meeting will be attended by three (3) BC Team members.
- One (1) 1-hour virtual meeting to review work current linear assets order prioritization schema and how it is implemented. The meeting will be attended by three (3) BC Team members.
- One (1) 2-hour virtual meeting to review recommended vertical and linear work order prioritization schema. The meeting will be attended by three (3) BC Team members.

Work Products

- Draft and Final Work Order Prioritization TM

Task 604 – O&M Workflows

Objective: Formalize workflows for preventive and corrective maintenance activities, including processes for tracking operations and maintenance costs, labor, equipment, and tools.

Activities/Approach: This task includes the following activities:

- Review existing documentation related to corrective maintenance (CM), preventive maintenance (PM), and maintenance cost tracking for vertical and linear assets.
- Conduct a virtual workshop to discuss current processes for CM, PM, maintenance and operational cost tracking processes and understand current roles and responsibilities
- Develop draft workflows for the following processes:
 - CM
 - PM
 - Operational cost tracking
 - Maintenance cost tracking
- Conduct a virtual workshop to review the draft workflows and discuss potential refinements to streamline existing processes:
 - For CM and PM workflows this may include following work order steps: creation, planning, scheduling, assignment, execution, completion, review, and closure for vertical and linear assets.
 - For operational and maintenance cost tracking this may include tracking staff labor, equipment, and tools associated with all work orders for all groups
- Update the workflows to include enhancements discussed during the workshop.
- Conduct a virtual workshop to review the workflows with added enhancements and revise the workflows based on staff feedback

Task Assumptions

- City has draft processes available to support workflow development.
- Existing documentation and institutional knowledge will be used as a foundation for workflow development and formalization
- Workflow enhancements will be limited to those identified and incorporated during the scheduled workshops within the allotted time. Any additional enhancements identified outside of this effort or beyond the workshop scope will require a contract amendment.

City Responsibilities

- Provide current documentation related to corrective maintenance, preventative maintenance, and operations and maintenance cost tracking workflows for vertical and linear assets.
- Ensure participation from the O&M Governance Team in the workflow review meeting.
- Review and confirm the documented workflows.

Meetings:

- One (1) 1.5-hour virtual meeting to discuss current CM and PM processes. The meeting will be attended by two (2) BC Team members.
- One (1) 1.5-hour virtual meeting to discuss operations and maintenance cost tracking processes. The meeting will be attended by two (2) BC Team members.
- One (1) 1.5-hour virtual meeting to review draft CM and PM workflows and discuss potential refinements. The meeting will be attended by two (2) BC Team members.
- One (1) 1.5-hour virtual meeting to review draft operations and maintenance cost tracking processes workflows and discuss potential refinements. The meeting will be attended by two (2) BC Team members.
- One (1) 1.5-hour virtual meeting to review and validate current CM and PM processes, including desired refinements. The meeting will be attended by two (2) BC Team members.
- One (1) 1.5-hour virtual meeting to review and validate operations and maintenance cost tracking processes, including desired refinements. The meeting will be attended by two (2) BC Team members.

Work Products

- Draft and Final CM Workflow
- Draft and Final PM Workflow
- Draft and Final Operations Cost Tracking Workflow
- Draft and Final Maintenance Cost Tracking Workflow

Phase 700 – Unanticipated Services

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

Activities/Approach: To be determined, based on City requests. No work will be completed under this task without written consent from the City.

Task Assumptions

- BC will prepare a Project Change Request (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.
- The City PM must authorize any activity under this phase prior to commencement of work.

City Responsibilities

- Provide direction and authorization for requested additional work.

Meetings

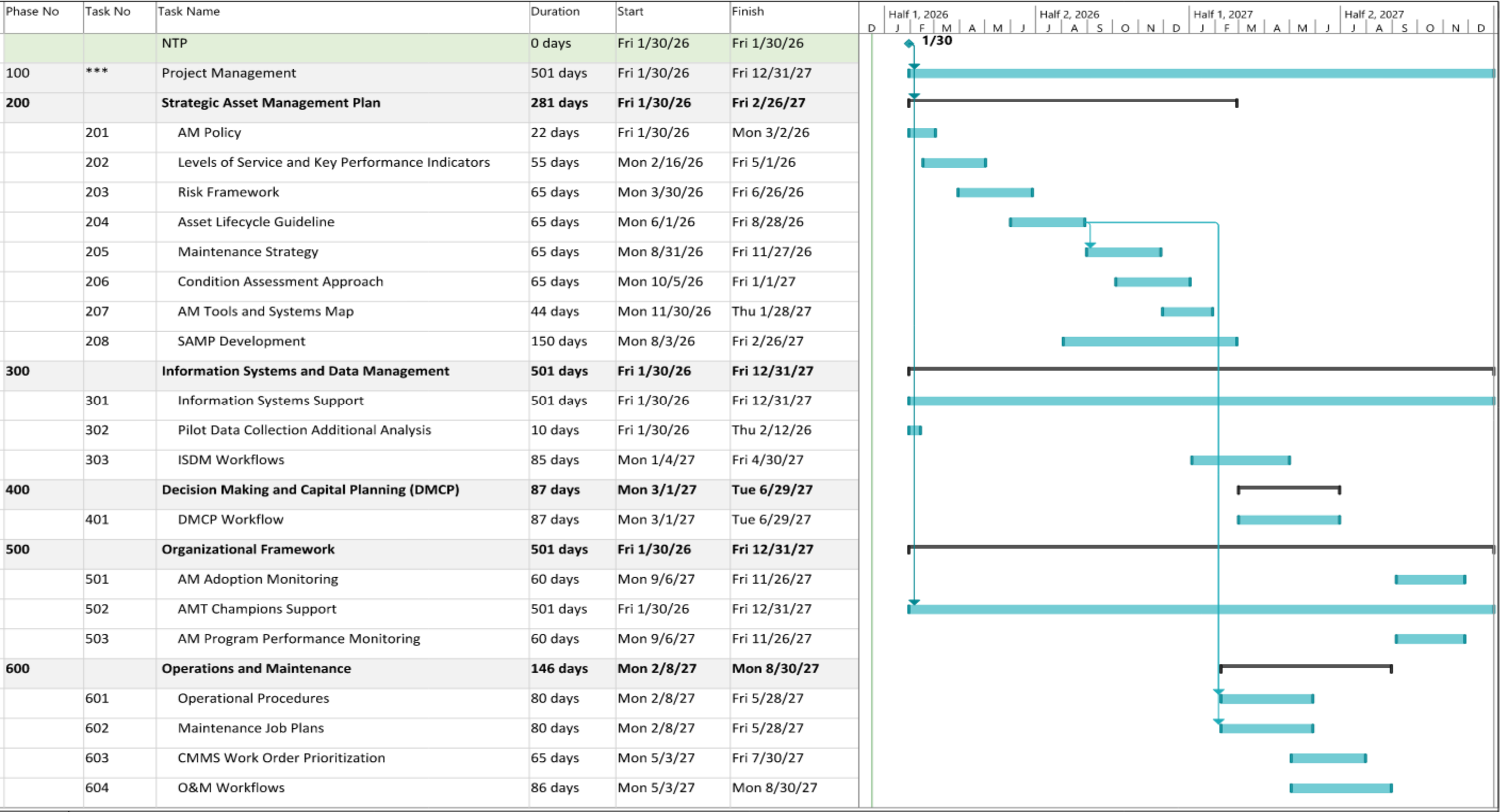
- To be determined.

Work Products

- To be determined.

Schedule

The project NTP is anticipated January 30, 2026, and will be completed by December 31, 2027.



Budget

The estimated budget for this effort is \$565,098. The assumptions for the labor hours and staff are provided in the table below.

Everett Asset Management Program Phase I																					
		Hansa Keswani	Emily Murphy	Diane Yan	Susan Nguyen	Bryan Oldham	Savannah Wujastyk	Chloe Krumral	Chris Gullixson	Casey Gish	Jennifer Myers	Kirk Olds	Andrew Faley	Thomas Carroll	Christopher Feichtner	Wendy Pare					
Phase	Phase Description	PM	PM (Upon Return)	Project Support	Biller	Engineering Support	Engineering Support	Engineering Support	Engineering Support	Senior Engineer	Change Management	Technical Advisor	AM SME	Information Systems	Information Systems	Technical Editing	Total Labor Hours	Total Labor Effort	Total Expense Cost	Total Expense Effort	Total Effort
100	Project Management	\$314	\$240	\$119	\$91	\$350	\$137	\$127	\$162	\$247	\$338	\$393	\$295	\$248	\$184	\$149					
		65	160	96	48	16	0	0	0	0	0	24	0	0	0	0	410	89,602	0	0	89,602
200	Strategic Asset Management	101	120	0	0	165	0	224	176	12	0	11	32	0	0	16	866	194,079	9,720	9,720	203,799
201	AM Policy	12	0	0	0	8	0	0	0	0	0	2	0	0	0	0	25	7,354	0	0	7,354
202	Levels of Service and Key Performance Indicators	32	0	0	0	12	0	24	24	0	0	4	4	0	0	0	101	23,936	0	0	23,936
203	Risk Framework	32	8	0	0	32	0	48	24	0	0	0	0	0	0	0	144	33,152	3,240	3,240	36,392
204	Asset Lifecycle Guideline	6	32	0	0	32	0	60	36	0	0	0	0	0	0	0	169	34,216	3,240	3,240	37,456
205	Maintenance Strategy	4	12	0	0	24	0	16	16	0	0	0	0	0	0	0	73	17,160	0	0	17,160
206	Condition Assessment Approach	4	40	0	0	36	0	36	36	12	0	0	0	0	0	0	164	36,824	3,240	3,240	40,064
207	AM Tools and Systems Map	3	12	0	0	5	0	16	16	0	0	0	24	0	0	0	75	16,932	0	0	16,932
208	SAMP Development	8	16	0	0	16	0	24	24	0	0	5	4	0	0	16	115	24,505	0	0	24,505
300	Information Systems and Data Management	9	84	0	0	0	64	0	0	0	28	0	65	20	48	0	322	74,057	0	0	74,057
301	Information Systems Support	5	20	0	0	0	0	0	0	0	0	0	37	20	20	0	104	25,711	0	0	25,711
302	Pilot Data Collection Additional Analysis	0	21	0	0	0	0	0	0	0	0	0	16	0	28	0	67	14,912	0	0	14,912
303	ISDM Workflows	4	43	0	0	0	64	0	0	0	28	0	12	0	0	0	151	33,434	0	0	33,434
400	Decision Making and Capital Planning	7	26	0	0	0	48	0	0	0	18	0	0	0	0	0	100	20,962	0	0	20,962
401	DMCP Workflow	7	26	0	0	0	48	0	0	0	18	0	0	0	0	0	100	20,962	0	0	20,962
500	Organizational Framework	87	74	0	0	28	24	0	0	0	12	4	0	0	0	4	237	65,211	0	0	65,211
501	AM Adoption Reassessment	12	16	0	0	0	24	0	0	0	8	0	0	0	0	4	66	14,764	0	0	14,764
502	AMT Champions Support	63	54	0	0	24	0	0	0	0	0	0	0	0	0	0	141	41,033	0	0	41,033
503	AM Program Performance Monitoring	12	4	0	0	4	0	0	0	0	4	4	0	0	0	0	29	9,414	0	0	9,414
600	Operations and Maintenance	4	72	0	0	55	64	64	56	18	28	0	20	0	0	8	394	84,558	0	0	84,558
601	Operational Procedures	0	10	0	0	12	0	24	20	6	0	0	0	0	0	0	73	14,446	0	0	14,446
602	Maintenance Job Plans	0	11	0	0	16	0	24	20	6	0	0	0	0	0	8	85	17,141	0	0	17,141
603	CMMS Work Order Prioritization	0	11	0	0	12	0	16	16	6	0	0	20	0	0	0	83	18,851	0	0	18,851
604	O&M Workflows	4	41	0	0	14	64	0	0	0	28	0	0	0	0	0	153	34,120	0	0	34,120
700	Unanticipated Sevices	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26,909	0	0	26,909
GRAND TOTAL		272	537	96	48	263	200	288	232	30	86	39	117	20	48	28	2,329	555,378	9,720	9,720	565,098

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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



City Council Agenda Item Cover Sheet

Project title: A Resolution Closing a Special Improvement Project Entitled "Culmback Building Police Property Room Relocation", Fund 342, Program 035, As Established by Ordinance No. 3906-22

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Closing Resolution

Department(s) involved:

Parks & Facilities
Police

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Culmback Building Police Property Room Relocation

Partner/Supplier: H2D Architecture and Design

Location: 3013 Colby Ave

Preceding action: Ordinance [3906-22](#)

Fund: Fund 342, Program 035

Fiscal summary statement:

The source of funds for this project was Fund 342, Program 035. The project's design was budgeted at \$400,000. The final project design cost was \$175,258. The remaining balance of \$224,742 will be transferred to Fund 155- ARPA (ALN 21.027; FAIN SLFRP0494).

Project summary statement:

This project's original purpose was to design and renovate the Culmback building to be the new location for the Everett Police property room. During design unforeseen structural needs ballooned the construction cost beyond what was budgeted for this renovation project. Once known, the City took action to stop design for the Culmback space and look for alternative spaces that were more in line with budget resources. A new property located at 3310 Paine Ave, which Council has already approved the purchase of, has been acquired and will be the new site for the Everett Police property room. This ordinance closes out the fund that was for the design of the Culmback building. Council can expect new ordinances for design and construction of the newly acquired 3310 Paine Ave. in the coming months.

Recommendation (exact action requested of Council):

Adopt a Resolution closing a Special Improvement Project entitled "Culmback Building Police Property Room Relocation", Fund 342, Program 035, as established by Ordinance No. 3906-22.



RESOLUTION NO. _____

A RESOLUTION closing special improvement project “Culmback Building Police Property Room Relocation”, Fund 342, Program 035, As Established by Ordinance No. 3906-22.

WHEREAS,

- A. The special improvement project entitled “Culmback Building Police Property Room Relocation”, Fund 342, Program 035, 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, BE IT RESOLVED THAT:

Section 1. The special improvement project entitled “Culmback Building Police Property Room Relocation”, Fund 342, Program 035, as established by Ordinance No.3906-22, is hereby closed.

Section 2. The final expenses and revenues for “Culmback Building Police Property Room Relocation”, Fund 342, Program 035, are as follows:

A. Expense

Design	\$175,258
Remaining Balance Transfer to Fund 155- ARPA (ALN 21.027; FAIN SLFRP0494)	\$224,742
Total Expenses	<hr/> \$400,000

B. Source of Funds

Fund 155- ARPA (ALN 21.027; FAIN SLFRP0494)	\$400,000
Total Funds	<hr/> \$400,000

Section 3. That the remaining balance of \$224,742 to be transferred to Fund 155- ARPA (ALN 21.027; FAIN SLFRP0494).

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President





City Council Agenda Item Cover Sheet

Project title: A Resolution Closing a Special Improvement Project Entitled "Everett Performing Arts Center Building Envelope Improvements", Fund 342, Program 039, As Established by Ordinance No. 3948-23

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Closing Resolution

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Everett Performing Arts Center Building Envelope Improvements

Partner/Supplier: OAC Services, Inc.

Location: 2710 Wetmore Avenue

Preceding action: Ordinance [3948-23](#)

Fund: Fund 342, Program 039 (CIP-1)

Fiscal summary statement:

The source of funds for this project was Fund 342, Program 039 (CIP-1). The project was budgeted at \$93,125. The final project cost was \$59,343. The remaining balance of \$33,782 will be transferred to CIP-1.

Project summary statement:

This project was established to make exterior repairs to the Everett Performing Arts Center. Once the engineers estimate for the cost of construction was delivered during the design process it was quickly discovered that the cost exceeded the budgeted resources for this project. A full design package was delivered, but given other capital needs for the City, it was determined that this project needed to be put on hold. Facilities has been able to address immediate issues through the Small Work Roster process. This ordinance will close out the fund established to perform this work.

Recommendation (exact action requested of Council):

Adopt a Resolution closing a Special Improvement Project entitled "Everett Performing Arts Center Building Envelope Improvements", Fund 342, Program 039, as established by Ordinance No. 3948-23.



RESOLUTION NO. _____

A RESOLUTION closing special improvement project “Everett Performing Arts Center Building Envelope Improvements”, Fund 342, Program 039, as established by Ordinance No. 3948-23.

WHEREAS,

- A. The special improvement project entitled “Everett Performing Arts Center Building Envelope Improvements”, Fund 342, Program 039, 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, BE IT RESOLVED THAT:

Section 1. The special improvement project entitled “Everett Performing Arts Center Building Envelope Improvements”, Fund 342, Program 039, as established by Ordinance No.3948-23, is hereby closed.

Section 2. The final expenses and revenues for “Everett Performing Arts Center Building Envelope Improvements”, Fund 342, Program 039 are as follows:

A. Expense	
Design	\$59,343
Remaining Balance Transfer to CIP-1	\$33,782
Total Expenses	<hr/> \$91,125
B. Source of Funds	
CIP-1	\$93,125
Total Funds	<hr/> \$93,125

Section 3. That the remaining balance of \$33,782 to be transferred to CIP-1.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President





City Council Agenda Item Cover Sheet

Project title: A Resolution Closing a Special Improvement Project Entitled "Forest Park Entry Driveway Repave Project", Fund 354, Program 107, As Established by Ordinance No. 4079-25

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Closing Resolution

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Forest Park Entry Driveway Repave Project

Partner/Supplier: Fidalgo Paving

Location: 802 E. Mukilteo Blvd, Everett

Preceding action: Ordinance [4079-25](#)

Fund: Fund 354, Program 107 (CIP-3)

Fiscal summary statement:

The source of funds for this project was Fund 354, Program 107 (CIP-3).

Project summary statement:

The City of Everett has completed the repaving of the park administration entry driveway at Forest Park. The scope of work included: constructing a separate continuous 11-foot-wide asphalt road connecting the park entry road to the administration parking lot.

All work was completed on time and within budget and to the full satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt a Resolution closing a Special Improvement Project entitled "Forest Park Entry Driveway Repave Project", Fund 354, Program 107, as established by Ordinance No. 4079-25.



RESOLUTION NO. _____

A RESOLUTION closing special improvement project “Forest Park Entry Driveway Repave Project”, Fund 354, Program 107, as established by Ordinance No. 4079-25.

WHEREAS,

- A. The special improvement project entitled “Forest Park Entry Driveway Repave Project”, Fund 354, Program 107, 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, BE IT RESOLVED THAT:

Section 1. The special improvement project entitled “Forest Park Entry Driveway Repave Project”, Fund 354, Program 107, as established by Ordinance No. 4079-25, is hereby closed.

Section 2. The final expenses and revenues for “Forest Park Entry Driveway Repave Project”, Fund 354, Program 107, are as follows:

A. Expense	
Construction	\$39,771
Remaining Balance Transfer to CIP-3	\$10,229
Total Expenses	<hr/> \$50,000
B. Source of Funds	
CIP-3	\$50,000
Total Funds	<hr/> \$50,000

Section 3. That the remaining balance of \$10,229 to be transferred to CIP-3.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2026

Council President





City Council Agenda Item Cover Sheet

Project title: A Resolution Closing a Special Improvement Project Entitled "Forest Park Spray Pad Recirculation Project", Fund 354, Program 079, As Established by Ordinance No. 3898-22

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Closing Resolution

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Forest Park Spray Pad Recirculation Project

Partner/Supplier: Botesch, Nash & Hall

Location: 802 East Mukilteo Blvd

Preceding action: Ordinance [3898-22](#)

Fund: Fund 354, Program 079

Fiscal summary statement:

The source of funds for this project was Fund 354, Program 079 (CIP-3). The project design was budgeted at \$60,000. The final project design cost was \$48,189. The remaining balance of \$11,811 will be transferred to CIP-3.

Project summary statement:

This project design was intended to improve water consumption and recirculation for the Forest Park Spray Pad. Budget constraints and unforeseen costs with the project, along with other opportunities present at the time, made the project completion infeasible.

Recommendation (exact action requested of Council):

Adopt a Resolution closing a Special Improvement Project entitled "Forest Park Spray Pad Recirculation Project", Fund 354, Program 079, as established by Ordinance No. 3898-22.



RESOLUTION NO. _____

A RESOLUTION closing a special improvement project entitled “Forest Park Spray Pad Recirculation Project”, Fund 354, Program 079, as established by Ordinance No. 3898-22.

WHEREAS,

- A. The special improvement project entitled “Forest Park Spray Pad Recirculation Project”, Fund 354, Program 079, as established by Ordinance No. 3898-22, 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, BE IT RESOLVED THAT:

Section 1. The special improvement project entitled “Forest Park Spray Pad Recirculation Project”, Fund 354, Program 079, as established by Ordinance No. 3898-22, is hereby closed.

Section 2. The final expenses and revenues for “Forest Park Spray Pad Recirculation Project”, Fund 354, Program 079, are as follows:

A. Expense		
Design		\$48,189
Remaining Balance Transfer to CIP-3		\$11,811
Total Expenses		<hr/> \$60,000
B. Source of Funds		
CIP-3		\$60,000
Total Funds		<hr/> \$60,000

Section 3. That the remaining balance of \$11,811 to be transferred to CIP-3.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President



Project title: A Professional Service Agreement with 2812 Architecture to Provide Architectural and Engineering Services for the Green Lantern Dock Repairs Project in an Amount Not to Exceed \$16,400

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Services
Agreement

Department(s) involved:

Parks and Facilities

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Green Lantern Dock Repairs Project

Partner/Supplier: 2812 Architecture

Location: 11621 W. Silver Lake Road

Preceding action: N/A

Fund: Fund 101

Fiscal summary statement:

The proposed Professional Service Agreement with 2812 Architecture is for architectural and engineering services for the Green Lantern Dock Repairs Project. The source of funds is Fund 101. The estimated design and engineering services cost is not to exceed \$16,400.

Project summary statement:

This project will include preparation of design, construction documents, cost estimate, bidding, and construction administration work for the dock repairs of the Green Lantern Dock located on the east side of Silver Lake.

Architectural & Engineering consultant services will be contracted to develop necessary documents to acquire bid solicitations for this project. Work will include architectural plans and details associated with removing the existing broken railings and installing new steel railings, removing the existing deck, and replacing it with new fiberglass decking.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Professional Service Agreement with 2812 Architecture to provide architectural and engineering services for the Green Lantern Dock Repairs Project in an Amount Not to Exceed \$16,400.



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	2812 Architecture
	2812 Colby Avenue Everett, WA 98201
	adam@2812architecture.com
City Project Manager	Doug Acheson
	City of Everett – Parks & Facilities 802 E. Mukilteo Blvd., Building 100 Everett, WA 98203
	dacheson@everettwa.gov
Brief Summary of Scope of Work	Provide architectural and engineering services for the repairs to Green Lantern Dock.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$16,400

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Christopher Day
	425-771-5197
	chrisday@orioninsgroup.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: No</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

ADAM B. CLARK

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Adam B. Clark

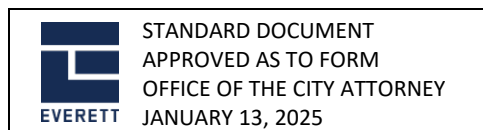
Signer's Email Address: adam@2812architecture.com

Title of Signer: Owner/Principal Architect

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

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

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

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

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

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

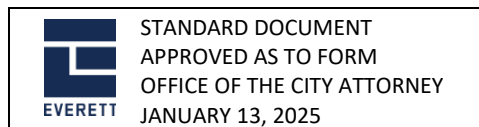


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2812 Architecture to provide construction documents, construction document, permitting, bidding and construction period services associated with repairs for the Green Lantern Dock located on the east side of Silver Lake in Everett, Washington. The tasks and work descriptions involved with this work involve the following:

1. Prepare architectural plans and details associated with removing the existing broken railings and installing new steel railings. We will also be removing the existing deck and replacing it with new fiberglass decking.
2. Coordinate with structural engineer for engineering and detailing associated with the new railing and deck design.
3. Provide Cost Estimation for repairs.

The project scope and fees listed below outline the work necessary to complete the tasks as outlined above.

CONSTRUCTION DOCUMENTS

Prepare plans and details that convey the scope and design to all interested parties and also secure a building permit.

BIDDING

Finalize documents and prepare specifications for bidding of the project to multiple general contractors. Assist with contractor questions and perform a walk-through of the project with the bidding contractors. Assist with bid evaluation as needed.

CONSTRUCTION ADMINISTRATION

City project manager will oversee the day-to-day construction administration activities. 2812 Architecture has included fees for submittal review and one site visit during construction.

REIMBURSABLES

Reimbursable expenses, such as plotting, printing, postage, fax charges, etc. will be billed at 1.15 times our direct invoice. Travel time and mileage other than local travel (within the greater Everett area) will be billed in addition to the fees quoted above according to our standard hourly rates; mileage will be billed at the IRS-approved rate per mile.

STRUCTURAL ENGINEERING

The services of a structural engineer will be necessary for the design and permitting of this project. Services for the engineer involve structural analysis and production of structural documents as required to secure a building permit. We have obtained the fee below from John Riley of Quantum Consulting Engineers to perform this work..

The project scope and fees listed below outline the work necessary to complete the tasks as outlined above.

FEE BREAKDOWN:

Structural Repairs		\$12,900.00
PERMIT & CONSTRUCTION DOCUMENTS	\$6,500.00	
BIDDING	\$2,400.00	
CONSTRUCTION ADMINISTRATION	\$1,500.00	
STRUCTURAL ENGINEERING	\$2,500.00	
REIMBURSABLE EXPENSES	\$ 500.00	
TOTAL ESTIMATED FEE AMOUNT		\$13,400.00

DESIGN CONTINGENCY FEE (IF REQUIRED)

Additional Services that may be needed based upon any issues that surface during the design and construction of the project as approved Only In Writing and signed by the authorized City representative:

TOTAL CONTINGENCY FEE	\$ 3,000.00
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TOTAL FEE	\$16,400.00
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Notes:

1. The fees quoted above for 2812 architecture are for the services as outlined. They are quoted as hourly not to exceed fees and will be billed based on the work completed at each monthly billing period and will be based on our hourly rates below.
2. Additional services beyond those outlined above will be billed at our standard hourly rates on an "as required" or "as requested by Owner" basis, in addition to the fees quoted. Should the need for additional services arise you will be notified prior to us proceeding with the work.
3. If additional consultants are needed, we will assist with obtaining such consultants. Consultant fees not noted are not included in this proposal.

2812 architecture Standard Hourly rates:

Principal Architect	\$210.00/hr
Associate Architect	\$175.00/hr
Project Manager	\$140.00/hr
Staff Designer/ AutoCAD Technician	\$120.00/hr

Administrative/ Clerical

\$ 90.00/hr

**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	Owner	\$75/hr.
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.

Project title: A Resolution Closing a Special Improvement Project Entitled “Loganberry Trails Improvements”, Fund 354, Program 091, as Established by Ordinance No. 3987-23.

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 2/11/2026
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Closing Resolution

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

(425) 257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Loganberry Trails Improvements

Partner/Supplier: Washington Trails Association

Location: Kasch Park, 8811 Airport Road, Everett, WA

Preceding action: Funding Ordinance [3987-23](#)

Fund: Fund 354, Program 091 (CIP-3)

Fiscal summary statement:

The source of funds for the Loganberry Trails Improvements was Capital Improvement Program 3 (CIP-3) in the amount of \$150,000. The project was completed at a total cost of \$141,141. All expenses for the project have been paid. The remaining balance of \$8,859 will be transferred to CIP-3.

Project summary statement:

This project made enhancements to an existing trail network located between developed areas of Kasch Park and Walter E. Hall Park. The project installed a new wetland boardwalk and improved trail surfacing to allow for access in all seasons. New wayfinding signage, educational signage, and kiosk enhance user experience of trails. A new section of trail connects users with Kasch Park. New fencing and native restoration plantings were installed to protect critical area buffers in the area.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt a Resolution closing a Special Improvement Project entitled “Loganberry Trails Improvements”, Fund 354, Program 091, as established by Ordinance No. 3987-23.



RESOLUTION NO. _____

A RESOLUTION closing a special improvement project entitled “Loganberry Trails Improvements”, Fund 354, Program 091, as established by Ordinance No. 3987-23.

WHEREAS,

- A. The special improvement project entitled “Loganberry Trails Improvements”, Fund 354, Program 091, 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, BE IT RESOLVED THAT:

Section 1. The special improvement project entitled “Loganberry Trails Improvements”, Fund 354, Program 091, as established by Ordinance No. 3987-23, is hereby closed.

Section 2. The final expenses and revenues for “Loganberry Trails Improvements”, Fund 354, Program 091, are as follows:

A. Expense	
Construction	\$141,141
Remaining Balance Transfer to CIP-3	\$8,859
Total Expenses	<hr/> \$150,000
B. Source of Funds	
CIP-3	\$150,000
Total Funds	<hr/> \$150,000

Section 3. That the remaining balance of \$10,229 to be transferred to CIP-3.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2026

Council President





City Council Agenda Item Cover Sheet

Project title: Authorization for the Mayor to Sign PSA Amendment No. 1 with OAC Services Inc. for the Main Library Building Envelope Improvements Design

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

PSA Amendment No. 1

Department(s) involved:

Parks & Facilities
Library

Contact person:

Kimberly Moore

Phone number:

425.257.8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Main Library Building Envelope Improvements

Partner/Supplier: OAC Services Inc.

Location: 2702 Hoyt Avenue

Preceding action: [PSA Dated 06/28/2023](#)

Fund: N/A

Fiscal summary statement:

The PSA contract date with OAC Services Inc. ended December 31, 2025, in the amount of \$150,000 and the project is continuing through January 31, 2027. This is an amendment to the original PSA contract dated May 24, 2023.

Project summary statement:

OAC Services Inc. is providing the design and construction management for building enclosure and structural engineering consulting for the Main Library Building Envelope project. This amendment only extends the contract end date with OAC with no adjustment to the contract amount.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign PSA Amendment No. 1 with OAC Services Inc. for the Main Library Building Envelope Improvements Design.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	OAC Services Inc.
City Project Manager	Lolly Huggins
	LHuggins@everettwa.gov
Original Agreement Date	7/7/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 1/31/2027 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	NA
	Compensation Added (or Subtracted) by this Amendment	NA
	Maximum Compensation Amount After this Amendment	NA

Changes to Scope of Work	Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Provisions	NA
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

SHAWN MAHONEY

Cassie Franklin, Mayor

Signature:

Name of Signer: Shawn Mahoney

Signer's Email Address:

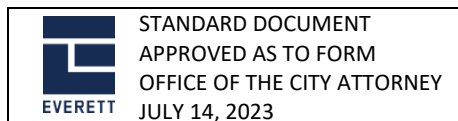
shawn.mahoney@concertus.com

Date

Title of Signer: Sr. Managing Director

ATTEST

Office of the City Clerk



Project title: Amendment No.1 to the Professional Service Agreement with Osborn Consulting for the Regional Stormwater Facility Study

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 2/11/26
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:

PSA contract

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Regional Stormwater Facility Study

Partner/Supplier: Osborn Consulting

Location: Separated Storm Drainage System

Preceding action: Regional Stormwater Facility Study PSA [9/20/23](#)
Authorization to sign Water Quality Grant [6/21/23](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

The original professional services agreement contract for the Regional Stormwater Facility Study included both grant funded and non-grant funded elements. A grant from the department of Ecology will cover up to \$301,110 of the total study cost. Contract amounts are:

Original PSA Fee: \$476,655.00

Amendment No. 1: \$ 54,566.00

Total Contract Amount: \$531,221.00

Project summary statement:

The original contract for the Regional Stormwater Facility Study included preparation of a study looking at preferred locations for regional stormwater facilities in the city, with preliminary designs prepared for the highest rated areas. The contract also included research and reporting for a fee-in-lieu-of-construction program which would allow future projects to purchase excess capacity in existing facilities as mitigation for project impacts, a requirement of EMC 14.28.070.

The proposed amendment extends the contract expiration date and adds additional mapping scope to address gaps in the City's outfall mapping, a component of the regional stormwater facility study. In addition, the amendment includes scope to support preparation of the Stormwater Management Action Plan (SMAP) which will be prepared by city staff to address a requirement of the city's municipal stormwater permit. The consultant will assist city staff in applying the work generated by the regional facility study to the SMAP effort.

Recommendation (exact action requested of Council): Authorize the Mayor to sign Amendment No.1 with Osborn Consulting for the Regional Stormwater Facility Study in the amount of \$54,566.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Osborn Consulting, Inc.
City Project Manager	Erik Emerson
	eemerson@everettwa.gov
Original Agreement Date	9/22/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$476,655.00
	Compensation Added (or Subtracted) by this Amendment	\$54,566.00
	Maximum Compensation Amount After this Amendment	\$531,221.00

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Provisions	<p>Enter other changes to the Agreement, if any.</p>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

OSBORN CONSULTING, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Laura Ruppert

Signer's Email Address: laura@osbornconsulting.com

Title of Signer: Principal & Vice President

Date

ATTEST

Office of the City Clerk

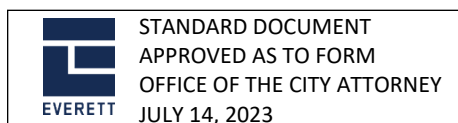


EXHIBIT A

SCOPE OF WORK

Project Name:	Regional Stormwater Facility Planning – Amendment 1
Client:	Everett
Prime Consultant:	Osborn Consulting
Contract Number:	

BACKGROUND

The City of Everett (City) is initiating a project that will assess the options for implementing regional stormwater facilities within the City to enhance water quality treatment and flow control. The work will utilize and build upon Stormwater Management Action Plan (SMAP) efforts performed by the City and will rate and rank facility locations based on catchment area, improvements to surface water, opportunities to address current developed areas, and potential funding strategies for future redevelopment, such as fee-in-lieu or public-private partnership strategies.

This scope of work includes additional planning services to support the City in their SMAP site prioritization efforts, additional planning services for the City's stormwater regional facilities project, and additional project management time because of the project schedule extension. This amendment is not grant funded.

SCOPE OF WORK

Task 1 Project Administration/Grant Management

The task includes the extension of project administration and grant management because of the project's schedule extension. This task will cover project administration and grant management from January 2026 through December 2026.

This task will include monitoring and communicating the status of the scope, schedule, and budget of this work assignment and providing monthly reporting to the City.

Consultant Services

- Prepare an additional twelve (12) Progress Reports that meet Washington State Department of Ecology (Ecology) reimbursement requirements describing the following:
 - Services completed during the month
 - Outstanding issues (if any)
 - Scope, schedule, and budget status
 - A financial summary
- Attend up to 16 Project Manager (PM) check-ins via Microsoft Teams.
- Continue to manage Issue Log for City and all team members.
- Continue to manage Risk Register to identify and document project risks and mitigation strategies.
- Submit an additional 12 monthly invoices.

- Continue to support the City with developing Ecology grant administration requirements, including the following:
 - Backup documentation for reimbursement requests
 - Two-page Outcome Summary Report

Client Responsibilities

- Review and approve invoices.
- Review and comment on submittals within the schedule.
- Lead Ecology grant administration requirements, including Ecology's Administration of Grants and Loans (EAGL) updates, including the following:
 - Timely and complete submittals of requests for reimbursement
 - Quarterly Progress Reports
 - Developing the detailed Progress Reports
 - Developing the two-page Outcome Summary Report
 - Recipient Closeout Report
 - Properly maintained project documentation

Assumptions

- This amendment will cover a project extension of approximately twelve (12) months (January 2026 through December 2026).
- PM check-in meetings are to be held via Microsoft Teams and last up to one hour. Consultant attendance will be up to two staff, depending on the topic for discussion.

Deliverables

- Updated project schedule and updates to be provided with monthly Progress Reports.
- Up to 16 PM check-in meetings (as necessary and determined by City PM prior to each meeting).
- Twelve monthly Progress Reports and invoices.

Task 3 Regional Facilities Selection (Amended)

The Consultant is adding an additional catchment for review per the City's request. As a result, additional work by the Consultant is required. This task will include performing a detailed review of the additional catchment, selecting a Best Management Practice, updating text in the Draft Regional Facility Planning Report, and updating eight GIS figures in the report.

Client Responsibilities

- Review of Catchment Analysis, including BMP selection and updated text in the Draft Regional Facility Planning Report.

Assumptions

- The Draft Regional Facility Planning Report will be updated to include the additional catchment, and eight GIS figures will be updated to include this additional catchment.

- A detailed site review of the catchment will be conducted to select a Best Management Practice.

Deliverables

- Updated Draft Regional Facility Planning Report

Task 6 Optional Services

The Consultant and City may continue to identify additional topics that need analysis and/or additional deliverables. This task is to cover additional work, only after written approval by the PM.

Consultant Responsibilities

- Written request for support

Assumptions

- The allowance for this Task is up to an additional \$9,998.
- The City PM must provide written approval prior to Consultant performing work under this task. This written approval will include the agreed number of hours to be used on this task for the specific work approval. There may be several approvals under this task.

Deliverables

- As defined with City's written approval.

Client Responsibilities

- Review and approval of written requests to leverage the Optional Services.

Task 7 SMAP Support

The task includes support to the City on their upcoming SMAP project, other City planning efforts, and the delivery of the GIS model from the regional stormwater facility planning effort. This task is not grant funded.

Consultant Services

- GIS Model
 - Deliver the GIS model previously developed by Osborn (under Task 3) to support the regional stormwater facilities prioritization. Finalizing the GIS model for delivery will include the following:
 - ◆ Updating naming conventions in the GIS model for consistency
 - ◆ Removing dated input data from the GIS model and packaging the GIS model for delivery
 - ◆ Writing a summary of methodology memorandum.
 - ◆ Meeting with City GIS Staff to transition the GIS model to the City
- Site prioritization recalculation
 - Recalculate prioritization scores based on the revised Stormwater Management Influence (SMI) score methodology developed as part of the Regional Stormwater Facility Plan for specific sites provided by the City.

- Provide SMI scores for review to the City.
- SMI score recalculation for City-defined sites
 - Calculate SMI Scores for City-defined sites within the established methodology and criteria scoring framework. Sites may include multiple tributary catchments, private catchments not previously analyzed, or partial catchments. City will provide the approximate catchment areas to be analyzed and a description of how the catchment areas relate to the sites being analyzed.
 - Summarize SMI scores across the City and how they compare to the scores of the selected Top 20 sites for both flow control and water quality in the stormwater regional facility planning study.
 - Prepare Water Quality and Flow Control figures showing the location of the City-defined catchments across the City.
- GIS figure updates
 - Update up to 10 GIS figures for water quality and 10 GIS figures for flow control for up to 10 sites if the sites have recalculated SMI scores.
- Summary Technical Memorandum
 - Prepare a Summary Technical Memorandum documenting the following:
 - ♦ Updated SMI scores
 - ♦ Updated GIS figures
 - Provide draft and final versions for City review and approval.

Client Responsibilities

- Collaborate with Osborn GIS staff and Everett GIS staff on delivery of GIS-related data and models.
- The City will provide guidance on how the prioritization criteria may be updated, if at all.

Assumptions

- Consultant will meet with City GIS Staff (90 minutes, up to three [3] consultants) to transition the GIS model to the City.
- There will be one (1) set of calculations (SMI) based on City direction.
- The Draft and Final Summary Technical Memorandum will be an update of materials prepared under Task 2 and 3 of the grant-funded regional stormwater facility planning work.
- No field reconnaissance will be conducted.

Deliverables

- GIS Model Map Package and Methodology Technical Memorandum
- Draft and Final Summary Technical Memorandum, including 20 GIS Figures.

Osborn Consulting, Inc. - City of Everett Regional Stormwater Facility Assessment

Amendment #1, City of Everett Regional Stormwater Facilities Planning		Osborn Consulting									
Classification		PIC (Laura)	Senior Planner (Jessica)	Project Engineer II (Courtney)	Engineer II (Katrina)	Design Technician I (Heather)	Tech Editor (Meredith)	Accounting/Project Controls(Paige & Erika)			
Hourly Rate - 2025		\$310.00	\$212.00	\$200.00	\$137.00	\$118.00	\$155.00	\$170.00			
Project Tasks									Expense	Cost Estimate	Cost Estimate
Task 1: Project Administration/Grant Management (For 2026)											
Project Admin and coordination		4	32	16	4			2			
Progress Tracking and Reporting			12					12			
Total Hours		4	44	16	4	0	0	14	\$ -	\$ 16,696	\$16,696
Task 3: Regional Facilities Selection (Amended)											
Prioritization Update			1	4	2		1				
BMP Selection and Report Write-up for OF573			1	1	10		1				
Update to Report Figures (8)				1	4	2	1				
Task 6: Optional Services											
Optional Task (Upon City approval)											
Additional Mangement Reserve									\$	9,998	
Task 7: SMAP Support											
GIS Model Delivery with TM		1	4	6	30	24	4				
SMAP Sites (up to 10 sites) Priorization Update			2	10	10	10					
Draft and Final Summary TM		1	8	24	24	8	12				
Total Hours		2	16	46	80	44	19	0	\$ -	\$ 33,293	\$33,293
Grand Total Hours		6	60	62	84	44	19	14			
										Non-Grant Funded	\$49,989
										Total Amendment Budget (Before Management Reserve)	\$49,989
										Management Reserve (20%)	\$9,998
										Total Amendment Request	\$59,987



City Council Agenda Item Cover Sheet

Project title: Authorization for the Mayor to Sign Change Order No. 1 with Vander Veen Construction for the Parks Restrooms Renovations Project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Change Order No. 1

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425.257.8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Parks Restrooms Renovations

Partner/Supplier: Vander Veen Construction Inc.

Location: Multiple Locations

Preceding action: Bid Award 02/16/2025

Fund: Fund 354, Program 088

Fiscal summary statement:

The amount of the original contract for construction was \$772,200 and there have been no previous change orders or amendments. Change Order No. 1 will increase the contract time by 34 days and adjust the new contract time to 274 days and the amount by \$235,036. The total revised contract amount will be \$1,007,236.

Project summary statement:

Change order No. 1 contains a list of additional work that was required to correct unforeseen conditions in existing sites, correct oversights in the original plans and specifications, comply with codes or rulings of building officials and building inspectors. Change order No. 1 also included quality of appearance and performance of the site and buildings which included the addition of an automated lock system to park restroom doors.

The project is at substantial completion of the newly remodeled restrooms that add two single family style restrooms to the existing restrooms at the three regional parks (Thornton A. Sullivan, Forest Park, and Legion Park). Automated locks were added to the project that will allow the doors to be unlocked and locked at scheduled times.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Change Order No. 1 with Vander Veen Construction for the Parks Restrooms Renovations Project.

SECTION 00 63 63 - CHANGE ORDER - AGREEDChange Order No. OneChange Order Effective Date: Upon Mayor's Signature**CITY OF EVERETT
Change Order**

Project Title Parks Restrooms Renovations

Department Parks and Facilities

Work Order No. N/A

Contractor: Vander Veen Construction

Contract Award Date: 04/10/2025

City Staff Contact: Lolly Huggins

Change Order No. 1

Change Order Effective Date Upon Mayor's Signature

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$772,200	\$0.00	\$235,036.08	\$1,007,236.08
+ WSST	\$76,447.80	\$0.00	\$23,268.57	\$99,716.37
Total	\$848,647.80	\$0.00	\$258,304.65	\$1,106,952.45

CONTRACT TIME

Original Contract Time 240 Days	Working Days <input type="checkbox"/> / Calendar Days <input checked="" type="checkbox"/>
Date of Notice to Proceed	4/14/2025
Cumulative adjustment to time by <i>prior</i> Change Orders	0
Adjustment to time by <i>this</i> Change Order	34 Days
New Contract Time (<i>including</i> this Change Order)	274 Days

Change Order No. OneChange Order Effective Date: Upon Mayor's Signature

Contractor and City agree as follows:

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

CITY			
 _____ Mayor Date: _____		Attest: _____ City Clerk Date: _____	
Standard Document Approved as to Form Office of the City Attorney (2.17.22)			
Recommended By:			
Construction Manager (if applicable) _____ NA Date: _____	Project Manager (if applicable) _____ Date: _____	Engineering Manager (if applicable) _____ NA Date: _____	Department Director _____ Date: _____
CONTRACTOR			
 By _____ Officer			
Date: _____			

Exhibit A—Description of Changed Work

See Attached Exhibit Matrix -

END OF SECTION 00 63 63

Project Title: Parks Restroom Renovation
Change Order No. 1 - Exhibit A

Date: 01/26/2026

No.	Construction Change Directives	Amount
1	Plumbing material to be what was already installed -credit.	\$ (4,500.00) EPR -CO5
2	Patch holes in ceiling and repair facia @ TA Sullivan and clean roof and gutters. 1. Provide and install all materials and equipment outlined in specifications provided by ProComm. NOTE: includes additional ADA push buttons and equipment for Legion per ASI-03. 2. Install dedicated circuits to each bathroom mechanical room, provide and install conduit to 12 bathroom doors with pull strings, provide and install conduit and pull strings to motion detectors and strobes at Forest Park	\$ 4,400.00 EPR - CO9
3		\$ 124,486.08 EPR - CO8.1

No.	Change Order Proposals	Amount
1	Demo of existing caps, disposal of material, labor.	\$ 1,600.00 EPR-CO1
2	Toilet Carriers - Change Order (Not Accepted by Owner).	\$ - EPR-CO2
3	New Trap Primers all restrooms.	\$ 39,000.00 EPR-CO3
4	New Hammer Arrestors.	\$ 5,625.00 EPR-CO4
5	Demo and dispose of metal wall in men's restroom at Forest Park location, install new material.	\$ 21,025.00 EPR-CO6
6	Demo and dispose of additional existing concrete pour new TA Sullivan.	\$ 4,400.00 EPR-CO7
7	Install additional 2 gang 120v outlets in all three restroom chaseways and provide whip needed for low voltage door subcontractor. Install surface mounted conduit pathway for door locks.	\$ 2,800.00 EPR-CO8
8	Demo concrete and install new curbs, patch concrete floor, install CMU to match existing install new railing, paint railing. 1.Per ASI-03: Legion Park- Additional window flashing at sill: \$500. 2.Provide and install additional wall "tile" (see specs for detailed product info) at Legion bathroom 101 south wall and 102 north wall: \$4,800. 3.Remove and install new FRP at 103 south wall and 104 north wall: \$2,500. 4.Provide and install additional wall "tile" at Forest Park bathrooms 102 south wall and 103 north wall: \$5,500.	\$ 10,900.00 EPR-CO10
9		\$ 13,300.00 EPR-CO11
10	Per ASI-04: Provide and install 2 additional baby changing stations at TA Sullivan.	\$ 5,500.00 EPR-CO12
11	Install flex conduit at chase of all 3 bathrooms for low voltage wire.	\$ 6,500.00 EPR-CO13

Total: \$ 235,036.08

Project title: Pro-Comm Software Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing

Proposed action

Consent 2/11/26

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Pro-Comm Software
Agreement SD

Department(s) involved:

Parks, Information
Technology

Contact person:

Lolly Huggins

Phone number:

X8341

Email:

Initialed by:

CF

Department head

Administration

Council President

Project: Software Agreement for Parks Restroom Door Controllers

Partner/Supplier: Pro-Comm

Location: NA

Preceding action: None

Fund: 101/Parks

Fiscal summary statement:

- Reoccurring fees will be paid out of Parks' operating budget (fund 101)
- Annual fee is \$2,784 + tax
- No budget amendment is required

Project summary statement:

The agreement with Pro-Comm is to set up hosted software that Parks will use to remotely monitor and schedule door locks at Parks restrooms.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Access Control: Managed System Agreement with Pro-Comm in substantially the form provided.



Access Control: Managed System Agreement

Prepared for:
City of Everett Parks Department



Access Control: Managed System Agreement

December 2, 2025

THIS CONTRACT ("the contract") between Pro-Comm, Inc., a Washington State Corporation (hereafter called "Pro-Comm") and City Of Everett (hereafter called "CLIENT") located at: 3101 Cedar Street Everett, WA 98201

1. **INSTALLATION AND SERVICES:** PRO-COMM will do the following:
Sell to CLIENT and install security equipment for the purpose of remotely Managing or Hosting of 29 Doors - Door timed access control system as described in the associated and accepted quotation (6167PW & 6167PWB), attached hereto as Exhibit A, and provide warranty as described therein.
2. **SYSTEM MANAGEMENT / HOSTING FEE & SERVICE AGREEMENT:** CLIENT agrees to pay the sum of \$174.00 per Month , payable in advance, in quarterly installments or \$696.00 per Quarter for a term of one (1) year/s commencing with the completion of the system installation or initiation of services. First invoice may include a pro-rated adjustment to reflect the activation date within the first month of service. Payment shall be due within thirty (30) days of the Invoice Date. Payments for services past due more than thirty (30) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CLIENT shall pay all applicable attorney and/or collection fees incurred by PRO-COMM in collecting any past due amounts. This Contract shall automatically be renewed for periods of one (1) year each unless either party notifies the other in writing of its intention to terminate this contract, or not less than thirty (30) days prior to the contract anniversary date. If this Contract is cancelled prior to the initial one (1) year anniversary date, early cancellation penalty fees equal to the balance of the annual Contract value will be due and payable by the CLIENT.
3. **INCREASE IN SERVICE RATE:** CLIENT acknowledges that PRO-COMM shall have the right to increase the service fee to reflect the installation of additional devices, implementation of additional services, increased data bandwidth usage, additional increased taxes, fees, or costs from the Central Station or government entity, or other associated costs related to this service.
4. If CLIENT fails to make any payment when due, PRO-COMM may discontinue service, remove PRO-COMM owned equipment, terminate this agreement and recover all damages to which PRO-COMM is entitled, including the value of services performed, remainder of Contract term, Contract value and loss of profits.
5. **INSTALLATION OF THE EQUIPMENT:** CLIENT will permit PRO-COMM to install the equipment during PRO-COMM's normal business hours and CLIENT will provide uninterrupted access to installation site premises. CLIENT has approved the installation of the system equipment and associated devices and unless instructed differently by CLIENT, PRO-COMM will determine where best to install equipment. Upon completion of equipment installation, CLIENT will inform PRO-COMM within ten (10) days, in writing, of any deficiencies; otherwise, the system and installation method will have been considered accepted by CLIENT.
6. **COMMUNICATIONS:** The equipment may include a communicator that sends signals to the Hosting Center over a third-party ISP internet connection. If the ISP's internet connection is placed out of order or is for any other reason non-functional, signals cannot be transmitted to the Hosting Center, thereby interrupting hosting/monitoring services until internet service is restored. CLIENT understands and acknowledges that cellular or internet service can be affected by many factors beyond the control of PRO-COMM or its installed equipment, and agrees to hold PRO-COMM harmless for any damage or inconvenience that may be caused by such an interruption of service.

Agreement Continued

7. **SUSPENSION OR CANCELLATION OF THIS CONTRACT:** CLIENT understands that PRO-COMM may stop or suspend communications if: Strikes, severe weather, earthquakes, or other such events beyond Pro-Comm's control affect the operation of our communication equipment, or so severely damages CLIENT's premises that continuing service would be impractical; there is an interruption or unavailability of the internet service between the system and the Hosting Center; CLIENT does not pay the service charge due to PRO-COMM, after PRO-COMM has given ten (10) days written notice of service cancellation because of non-payment (PRO-COMM may charge a re-connection fee if service is suspended for non-payment); PRO-COMM is unable to provide service because of some action or ruling by any government authority; CLIENT becomes a debtor in bankruptcy proceeding. If service is cancelled or this contract is terminated for any reason, CLIENT authorizes PRO-COMM to remotely disconnect the system and communicator from the Center and/or enter the CLIENTS's premises to disconnect CLIENT's system from PRO-COMM's monitoring equipment and remove PRO-COMM's communications module, and all of PRO-COMM's signs and decals, if applicable.
8. **ASSIGNEES AND SUBCONTRACTORS:** PRO-COMM may transfer or assign this contract to any other security company that meets PRO-COMM requirements. CLIENT may not transfer this contract to someone else (including someone who purchases or rents CLIENT's premises) without a newly executed contract on file. PRO-COMM will not un-reasonably withhold client's ability to transfer services. If PRO-COMM transfers or assigns this contract to another entity, PRO-COMM will inform CLIENT within thirty (30) days of the "effective date" of the transfer.
9. **PRO-COMM IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** CLIENT understands that (a) PRO-COMM is not an insurer of CLIENT's premises, property or the personal safety of persons in CLIENT's premises; (b) CLIENT is solely responsible for providing any life, health, or disability insurance for himself and persons who use the system, and insurance on CLIENT's premises and its contents; (c) the amount CLIENT pays to PRO-COMM is based only on the value of the service PRO-COMM provides and not on the value of CLIENT's premises or its contents; (d) internet / data communications systems may not always operate properly or as designed for various reasons; (e) it is difficult to determine in advance the value of the property that might be lost, stolen, or destroyed if the system or PRO-COMM's service fails to operate properly; and (f) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by PRO-COMM's failure to perform, or a failure of the system or service.
10. **THEREFORE CLIENT AGREES:** Even if a court decides that a failure of the system, or a failure of the installation, internet/data communications service caused or allowed any harm or damage (whether property damage, personal injury or death) to CLIENT or anyone in his premises, CLIENT agrees that PRO-COMM's liability shall be limited to the lesser of \$1,000.00 or the annual monitoring fee, as liquidated damages and not as a penalty, and this shall be CLIENT's only remedy.
11. **INDEMNIFICATION:** each party shall indemnify and hold the other party harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under such materials, situations or conditions, regardless of whether a party has pre-notified the other party. This indemnification shall survive termination of this agreement for whatever reason. In no event shall either party be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the services, equipment, materials, or any goods provided hereunder. Each party shall give the other party reasonably prompt notice in writing, of any such claims and permit the other party, through counsel of its choice, to answer the claims and defend any related suit.
12. **THIRD PARTY INDEMNIFICATION AND SUBROGATION:** If anyone other than CLIENT demands PRO-COMM to pay for harm or damages (including property damage, personal injury or death) connected with or resulting from i) a failure of the system or services, ii) a claim for indemnification or contribution, CLIENT will pay PRO-COMM a) any amount which a court orders PRO-COMM to pay or which PRO-COMM reasonably agrees to pay, and b) the amount of PRO-COMM's reasonable attorney's fees and any other losses or costs that PRO-COMM may pay in connection with the harm or damages. CLIENT's obligation to pay PRO-COMM for such harm or damages shall not apply if the harm or damages happens while one of PRO-COMM's employees or subcontractors is in or about CLIENT's premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by his property insurance policy,

Agreement Continued

13. CLIENT agrees to release PRO-COMM from any claims of any parties suing through CLIENT's authority or in CLIENT's name, such as his insurance company, and CLIENT agrees to defend PRO-COMM and hold PRO-COMM harmless against any such claim. CLIENT will notify his insurance company of this release.
14. WARRANTY : PRO-COMM will replace or repair any product PRO-COMM provides or CLIENT procures under this Contract that fails within the warranty period (typically one-year) due to defective workmanship or materials. The failure must not result from CLIENT's negligence; or from fire, lightning, water damage, or any other cause beyond PRO-COMM control. This warranty applies to PRO-COMM fabricated and outside-purchased products. The warranty effective date is the date of CLIENT acceptance of the product or the date CLIENT begins to receive beneficial use of the product, whichever comes first.
15. LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL: Both PRO-COMM and CLIENT agree that no lawsuit or any other legal proceeding connected with this Contract shall be brought or filed more than one year after the incident giving rise to the claim. In addition, any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.
16. ENTIRE CONTRACT: The entire and only managed system Contract between CLIENT and PRO-COMM is written in this Contract. This Contract replaces any earlier oral or written Contract, understanding or Contract. It may only be changed by a written Contract – identifying itself as an amendment to this Contract - signed by CLIENT and authorized PRO-COMM Officer of the corporation. It may not be changed by any oral statements or representations made by PRO-COMM's sales representative. If CLIENT has given or ever gave PRO-COMM a purchase order for the system or service which provides for different terms than this contract, this Contract will govern and be controlling. If any provision of this Contract is found to be invalid or illegal by a court, the balance of the Contract shall remain in force. CLIENT agrees that this Contract is performed in the state of Washington and shall be governed by the laws of Washington.
17. LICENSES: Contractors are required by law to be licensed and regulated by the Department of Labor & Industries. Any questions regarding a contractor may be referred to the Registrar whose address is: Department of Labor & Industries, 7273 Linderson Way SW, Tumwater, WA 98501
18. INDEPENDENT CONTRACTOR: PRO-COMM is as an independent contractor to CLIENT. Nothing in this Contract shall be construed or applied to create a partnership or joint venture, or an employer/employee or master/servant relationship. PRO-COMM shall have no authority to commit CLIENT in any manner, and PRO-COMM will not make any representation to the contrary.

Pro-Comm, Inc.

Signature

Bob Davis
President

CLIENT

Signature:

Print Name: Cassie Franklin

Title: Mayor

This Contract shall not be binding upon PRO-COMM unless either (1) approved in writing by an officer of PRO-COMM, or 2) PRO-COMM completes the installation. In the event of PRO-COMM's non-approval, the liability of PRO-COMM is limited to a refund of the amount that has been paid to PRO-COMM by CLIENT upon the signing of this Contract.

If CLIENT adds or deletes additional services to the scope of this Contract during the course of the installation or at any time in the future, PRO-COMM will adjust the periodic price of this Contract during the term of this Contract (either up or down), and CLIENT agrees to pay for this negotiated increase or decrease in scope of services to the main/original Contract between the CLIENT and PRO-COMM.

Exhibit A



Data Sheets
for
Access Control & Timed Access

Everett Park Restrooms

PRO-C-6167PW

Sales Designer: Carrson Davis 425-387-2446



Head End Equipment Data Sheets

Presented By:

Carrson Davis (425)-387-2446



Mobile



Cellular



Cloud



Wireless Locking



Embedded



Enterprise

Continental Enterprise CA-2 Access Control Panel 2-Doors, Expandable to 4

The all-new CA-2 Controller is a versatile & robust solution designed for integrators seeking advanced access control capabilities from 2, up to 4 doors with expander, CA-2XB. CA-2 is compatible and ready for easy integration on the MVP Access Pro platform, a cloud platform version of it Continental Access CA4K Enterprise Access Control software, literally with the flip of a switch

The next-gen controller includes eight inputs, one tamper alarm, & five relay outputs, which can be expanded to 16 with the CA-2XB. The onboard relays are Form C & can be configured as either dry or wet. Dry relays handle a maximum load of 12/24V, up to 28V AC/DC, with a capacity of 2 amps per circuit. Wet relays are rated at 12VDC & support a total load of 1.6 amps across all four relays. For even greater versatility, the system can be expanded with up to 48 additional supervised inputs and outputs using optional IO Boards.

The CA-2 Controller is housed in a secure locking steel enclosure and includes a power supply and 7AH battery, ensuring reliable operation. It provides 1.2 amps at 12VDC for accessories such as power strikes and mag-locks, in addition to powering the controller and two readers. Optional enhancements, including a plug-in network interface, memory expansion & additional input/output capabilities, make the CA-2 an adaptable and scalable choice for a variety of access needs. All Continental's controllers feature extensive multi-stage lightning/transient protection on-board for maximum reliability, even in harsh environments.

CA-2 uses choice of traditional CA4K 1.2 enterprise security management or Cloud-based MVP Access Pro and can be intermixed with the existing single-door (2100), two-door (1300) and the eight/sixteen-door (2800) hardwired Access Control Panels, plus Alarm Lock Wireless Trilogy Network Locks, Gateways, Expanders and NetPanel for applications indoors and out, controlling entranced, interior doors, gates etc.

The systems feature seamless, smart native integration, fast communications. It supports up to two readers and provides a range of features tailored to meet the demands of modern integrated access systems. Accepts industry standard Weigand output devices and supports virtually all card/reader technologies. Mobile, NFC, Proximity, Smart, Biometric, Magnetic Stripe, Barcode, Weigand & Keypad readers are easily connected and controlled.

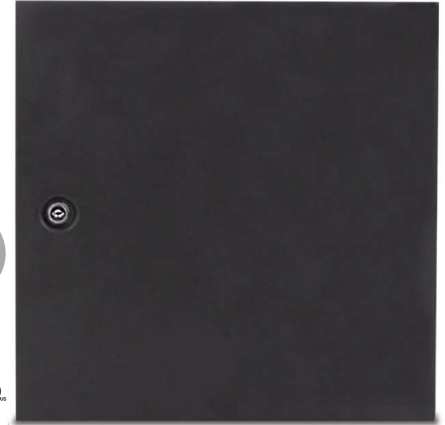
CAPABILITIES:

- CA-2 2-Door Controller. Expandable to 4 w/ CA-2XB
- 100,000 cards standard
- 2 Five-wire, Wiegand output readers. Expandable to four
- 120vac Input Voltage
- Cloud Mode Select Jumper support easily switch between standard CA4K Server Mode and Cloud Mode for MVP Access
- Built-In Ethernet Port
- AES 128-bit encryption
- Reader Power: Each Reader is rated for 12VDC @ 200mA and 5VDC @ 100mA. Total
- Dual OSDP V1/RS485 Reader outputs
- 1 dedicated Fire Alarm Input
- 1000 Standard transaction buffer. FRAM 512KB Dedicated Transaction Buffer
- 16MB On Board Memory
- 10/100Base-T Ethernet Interface
- Up to 64 CA-2 Controllers on a Ethernet to Repeat RS422 Network
- 256 Time schedules
- 1,000 Access groups
- Supports Peer-To-Peer Lockdown built-in

NEW! CA-2 PANEL



MVP ACCESS CLOUD-READY



CAPABILITIES (cont'd):

- 50 Holidays
- NVR/DVR integration
- Sophisticated NAPCO Alarm Integration for CA4K only using an IBR-ZREMOTE
- APL Listed for FIPS compliance
- Capable of processing 256-bit cards from card to controller to software
- Battery Backup up to 4 Hours with max reader load. Sealed Lead Acid 7AH Battery included
- Enclosure Size 15.75"H x 13.85"W x 3.25"D (40.0 cm H x 35.2 cm W x 8.3 cm D), 14lbs 6.35 kg, w/ battery.
- Meets UL 62368, UL 294, UL 1076; ETL LISTED. Certified to CAN/CSA STD. C22.2

Optional CA-2XB Two Door Expansion Board

For larger applications, the optional CA-2 supports access control for two doors & two card readers. By adding the CA-2XB expansion board, the system can accommodate two additional doors & two additional card readers, as well as two supervised door sensors & two bypass inputs - making the system a four door controller. The total capacity for the CA-2 with the CA-2XB board is four doors. Supporting 5V (100Ma each) and 12V (200Ma each) readers. Four onboard relays that can be configured as either dry or wet contacts for door strikes or electromagnetic locks, or used as auxiliary relays. The CA-2XB also provides four accessory alarm inputs that can be individually configured as supervised alarms or as standard alarm inputs with basic electrical contacts.



Optional
CA-2XB,
Shown

Continental Enterprise CA-2 Access Control Panel 2-Doors, Expandable to 4

SPECIFICATIONS

Number of Doors Supported: 4 Doors (with CA-2XB)

Reader Capacity: 2 Readers

Reader Types: Wiegand/Proximity, Magnetic Stripe, Prox and PIN (4 bit, 8 bit, Wiegand 26 bit), OSDP V1

Reader Power Output: Each 12VDC rated @ 200mA; 5V rated @ 100mA

Reader LED Output: 2 active low LEDs, one per Reader (50mA limit)

**Please refer to Appendix B for mapping, as the relay and input numbers programmed in CA4K are not the same as those printed on the board*

Supervised Alarm Inputs: 8 on Board: (2) Door Contacts (2) Request to Exit Devices plus (4) Accessory. Alarm Inputs. All inputs are dry contacts only

Output Relays: 4 on board. Form C, Jumper Selectable Dry/Wet. Each Dry Relay supports a max. load of 2A at 12/24V AC/DC & can support up to 28V AC/DC (Power Limited Circuit). Each Wet Relay supports a total combined load rating of 1.6A at 12VDC only (Power Limited Output). **Note: Take extreme caution** not to exceed the max. allowed current draw of 1.6A (max. +12VDC current draw 1.6A for all four relays).

Note: Both Jumpers Left 2 Pins = DRY Both Jumpers Right 2 Pins = WET

ORDERING INFORMATION:

CA-2 2-Door Controller. Expandable to 4

CA-2XB Two Door Expansion module for above

CA-2PS CA-2 Replacement Power Supply

CA-2MB CA-2 Motherboard Replacement only

CICP1300IOMCOMBO: Features 16 supervised alarms and 16 relays, along with an expansion unit that includes battery-backed accessory power. Supports up to 3 I/O boards, allowing for an additional 48 relays and 48 inputs.

CA4K Enterprise Security Management Software v.1.2+

MVP Access Pro Cloud Based Software

MVP Accessories:

MVP Access App Featuring Mobile credentials w/ geo-fencing, Multifactor Authentication (MFA) & remote administrator functions, global/area-specific unlock or lockdown, etc. (IOS or Android)



iLock for MVP Access Mobile App for Bluetooth Mobile Credentials

MVP-IM3-POE Dedicated, Preconfigured MVP POE Gateway, Gen. 3 Power Over Ethernet, No AC power required

MVP-IM3-80211 Dedicated Preconfigured MVP Combo Gateway, Gen 3 Wired/Wireless, supports wireless or hardwire Ethernet connection

PDL6200 Cylindrical Trilogy Networkx PIN/Prox. wireless access control lock w/ built-in HID proximity ID card reader and Door Position Switch/Request to Exit feature & Flashing Lock Down Indicator on Inside Door

DL6200 As above, with full-metal digital keypad only

N90/N95 Series ArchiTech Lock

PDLN4100/PDLN4500 Privacy/Residential Locks

PDL1300NW/DL1300NW Narrow Style Locks

PDL1300ETNW/DL1300ETNW Narrow Style Exit Trim Locks

PDL8200 As above, with iClass support

PDL6600 Mortise Trilogy Networkx PIN/Prox. wireless access control lock w/ built-in HID proximity ID card reader and Door Position Switch/Request to Exit feature

DL6600 As above, with full-metal digital keypad only

PDL8600 PIN/Prox Model as above, with iClass support

PDL6300 Cylindrical Trilogy Networkx double-sided PIN/Prox. wireless access control lock with built-in HID proximity ID card reader

ETPDN Trilogy Networkx wireless access lock trim w/ built-in HID proximity ID card reader

ETDLN As above, with full-metal digital keypad only

ETPDN-RX Trilogy Networkx wireless access lock trim with built-in HID proximity ID card reader with Request to Exit feature

ETPDNI-RX As above, with iClass support

Alarm Lock Wireless Locking: Choice of Native Integrated Trilogy Networkx & ArchiTech Locks in cylindrical, mortise & exit trim models, including PIN/Prox & multitechnology reader opts., NFC, & Lock Bluetooth App, Gateways, standard AL-IM3 Series Gateways & AL-IME2 Expanders



NETPANEL Wireless single-door panel, for universal use w/ most standard IDs & standard Wiegand Readers readers (26-63 bit formats; supports 1 Door/2 Reader (In/Out); Door Position Switch & Request to Exit. (NETDK/PDK not supported; Wiegand only)

AL-IME3-80211 Gen 3 Wired/Wireless Gateway (requires firmware upgrade)

AL-IME3-POE Gen. 3 Gateway, Power Over Ethernet, No AC power required (Supports Gen 2 Expanders (requires firmware upgrade)

AL-IME2-EXP Gen. 2 Wireless Expander (supports Gen 2/3 Gateways) (For use with Both MVP Gateways and Alarm Lock GEN3 Gateways)

AL-IME2-PIE Gen. 2 Plug-in Wireless Expander, AC power required (For use with Both MVP Gateways and Alarm Lock GEN3 Gateways)

RR-1BUTTON Optional single button remote keyfob

RR-4BKEYFOB Optional 4-button remote keyfob

AL-NSG Optional Gateway Simulator Aid

AL-NSM Optional Site Survey Tool for Networkx Gateways

Other Supported MVP Controllers & Locking Hardware for intermixed use with CA-2:

CICP2100S Single-Door Surface Mounted POE Enterprise Access Controller w/ Built in Ethernet Port.

CICP2100 Single-Door Recessed Mount POE Enterprise Access Controller w/ Built in Ethernet Port.

CICP1300 (SuperTwo) Two-Door Enterprise Access Controller (MVP requires NetBoard2 CICP1300NETBD2)

CICP1300NETBD2 NetBoard 2 for CICP1300 for MVP Access Support

CICP2800 8-16 Door Enterprise Access Controller (MVP requires NetBoard2)

CICP2800NETBD2 NetBoard 2 for CICP2800 for MVP Access Support

Select Technical Documents:

WI2698LF CA-2/CA-4 Installation & Service Manual

WI2744LF CA-2XB 2 Door/Reader Expansion Board Instructions

WI2424BLF CICP1300NETBD2 SuperTwo Network Interface Board with Peer-To-Peer Lockdown Instructions

WI2543LF CICP2800NETBD2 Network Interface with Peer-To-Peer Lockdown Installation Instructions

WI2047 CICP2800EXPRDBD8 Reader Expansion Board Installation Instructions

WI2802ALF MVP Access Getting Started Guide for Locksmiths & Locking

WI2819LF MVP-IM3-POE MVP Gateway Installation Guide

WI2818LF MVP-IM3-80211 MVP Gateway Installation Guide



For More on Napco Access Pro & MVP Access Training & Intro Classes see www.napcosecurity.com/seminars >> MVP Access or Tech Video Library on Youtube <https://www.youtube.com/@napcoaccesspro>

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*Supports varying versions Continental Enterprise (Enterprise, CA4K, legacy CA3000, current tech docs.)



355 BAYVIEW AVE. | AMITYVILLE, NY 11701 | 1.800.645.9445 | 631.842.9400 | FAX 631.789.9292 | www.napcoaccesspro.com

A876 2025.1

AL175ULX

Switching Power Supply/Charger

Altronix AL175ULX Switching Power Supply/Charger converts a 115VAC 60Hz input into two (2) individually PTC protected auto-resettable 12VDC or 24VDC outputs.



AL175ULX

Specifications

Input

Voltage	115VAC, 60Hz, 0.6A
Trigger	Access control trigger input

Outputs

Two (2) Class 2 Rated power-limited outputs	
- Fail-Safe/Fail-Secure lock output (switched)	
- Auxiliary power output (unswitched)	
Voltage	12VDC or 24VDC selectable
Current	1.75A continuous max.
Other	Short circuit and thermal overload protection

Battery Charging

Type	Sealed lead acid or gel type
Failover	Upon AC loss, instantaneous
Batteries are sold separately	

Fire Alarm Disconnect

Supervised	Latching or non-latching
------------	--------------------------

Supervision

AC Failure	Form "C" contacts
------------	-------------------

Indicators (LED)

Input	Input voltage is present
DC Output	Powered

Agency Listings

UL	UL294 (Access Control)
cUL	CSA Standard C22.2 No.205-M1983, Signal Equipment
CSFM	CSFM Approved

Physical and Environmental

Dimensions (H x W x D)

Enclosure:	13.5" x 13" x 3.25" (342.9mm x 330.2mm x 82.55mm)
Shipping:	15" x 13.875" x 4.75" (381mm x 352.4mm x 120.6mm)
Enclosure accommodates up to two (2) 12VDC/7AH batteries	

Weight (approx.)

Product:	8.4 lb. (3.81 kg)
Shipping:	9.4 lb. (4.26 kg)

Temperature

Operating:	0°C to 49°C (32°F to 120°F)
Storage:	- 20°C to 70°C (- 4°F to 158°F)

Relative Humidity

85% +/- 5%

BTU/Hr. (approx.)

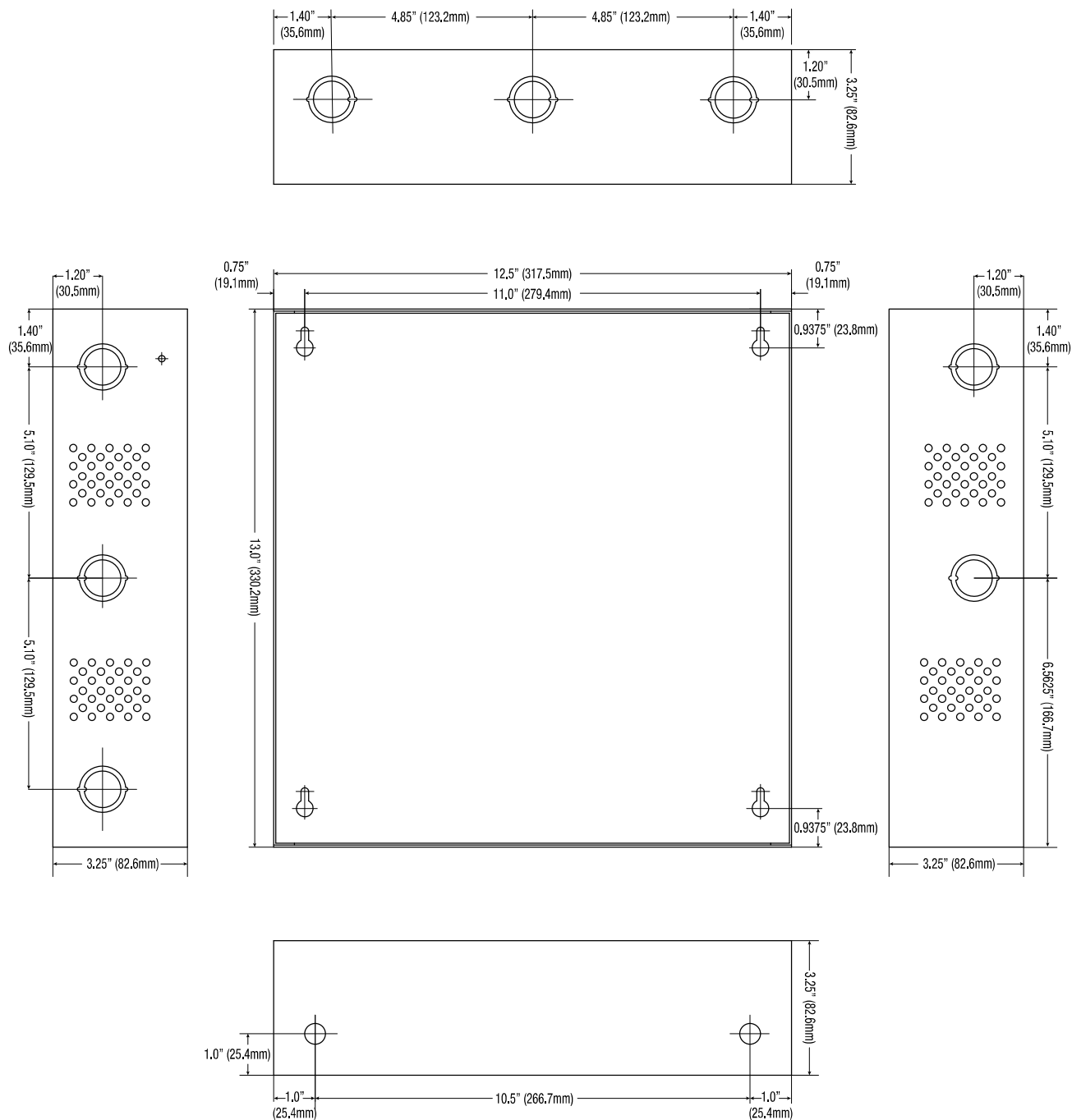
12VDC:	11 BTU/Hr.
24VDC:	22 BTU/Hr.

Lifetime Warranty

Dimensions and Drawing

Dimensions (H x W x D approximate)

13.5" x 13" x 3.25" (342.9mm x 330.2mm x 82.6mm)



Lifetime Warranty

Altronix Corporation | 140 58th St | Brooklyn, NY 11220 USA

phone: +1 718.567.8181 | fax: +1 718.567.9056 | email: info@altronix.com | www.altronix.com

NEMA Enclosure Layout



Mier Products' "FC Series"

Outdoor, NEMA 3R, Fan-Ventilated, Electrical Enclosures

FC Series units include

- *UL Listed fans*
- *Filter kits*
- *Thermostats*
- *Protective Shrouds for NEMA 3R rating*
- *Exterior mounting ears*
- *Air-intake and air-exhaust ports*
- *Locking and screw-down doors*

Options include windows, pole-mount kits and 12V, 24V, 48V, or 230V Fans!

16 & 14 Gauge Metal Models with Outdoor ASA70 Gray Powder-Coat

BW-124-8-FC

24"W x 24"H x 8"D with a 115V, 131 cubic-foot/min. fan, thermostat, a removable back-panel, shrouds, gaskets, quarter-turn latches and a tubular lock

BW-124FC

24"W x 24"H x 12"D with a 115V, 300 cubic-foot/min. fan, thermostat, a removable back-panel, shrouds, gaskets, quarter-turn latches and a tubular lock

BW-136FC

24"W x 36"H x 12"D with a 115V, 300 cubic-foot/min. fan, thermostat, a removable back-panel, shrouds, gaskets, quarter-turn latches and a tubular lock

BW-RACKFC

22"W x 12RU H x 24"D with a 120V, 300 cubic-foot/min. fan, thermostat, an internal 19" rack, shrouds, gaskets, quarter-turn latches and a tubular lock

Polycarbonate, Non-Metallic Models

BW-FC16147

16"W x 14"H x 7"D non-metallic, with a 115V, 81 cubic-foot/min. fan, thermostat, internal standoffs for back-panels, panel adjustment rails, and pad-lockable latches

BW-FC181610

18"W x 16"H x 10"D non-metallic, with a 115V, 81 cubic-foot/min. fan, thermostat, internal standoffs for back-panels, panel adjustment rails, and pad-lockable latches

NEW BW-FC20168

20"W x 16"H x 8"D non-metallic, with two 115V, 81 cubic-foot/min. fans, thermostat, internal standoffs for back-panels, panel adjustment rails, and pad-lockable latches

BW-FC242410

24"W x 24"H x 10"D non-metallic, with two 115V, 81 cubic-foot/min. fans, thermostat, internal standoffs for back-panels, panel adjustment rails, and pad-lockable latches



TOUCH-SAFE HEATERS



INDUSTRY STANDARDS

cURus Component Recognized; File No. E150057

IP 20
CE

APPLICATION

Protect electrical, mechanical equipment from low temperatures, condensation, and corrosion with this heater, which will maintain stable enclosure temperatures by using natural convection resulting in current circulation of warm air.

SPECIFICATIONS

- Heating element PTC resistor - temperature limiting
- Double Insulated Protection
- Mounting clip for 35mm DIN rail, EN 60 715
- Vertical mount

FINISH

- UL 94 V-0 Black Plastic Housing

Performance Data

CATALOG NUMBERS			
	DAH101TS	DAH201TS	DAH501TS
Electrical Data			
Rated Voltage (AC/DC)	110/120	110/120	110/120
Power Consumption (Watts)	10	20	50
Start Nominal Current (Amps)	2.5	4.5	8
Unit Construction			
H x W x D (in./mm)	3.9 X 1.5 X 3.0/98 x 38 x 75	3.9 X 1.5 X 3.0/98 x 38 x 75	4.3 X 2.4 X 3.5/110 x 60 x 90
Weight (oz)	5.0	6.1	10.4



System Devices Data Sheets

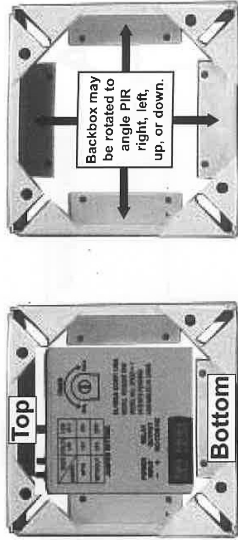
Presented By:

Carrson Davis (425)-387-2446

"THE RUGGED ONE"

PIR
MOTION DETECTOR

Model ERGD-1

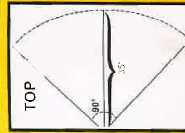
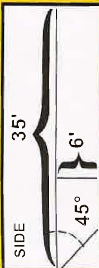


Backbox may
be rotated to
angle PIR
right, left,
up, or down.



Angled steel
backbox
makes surface
mounting easy
and permits the
installer to aim
the unit more
precisely.

DETECTION PATTERN



Dual Element PIR
Rugged Steel Housing
Flush or Surface Mount
5A Form C (N.O./N.C.) Contacts
Built-In Adjustable Contact Timer
Angle Mount Surface Box Included
Selectable 12 or 24 Volt AC/DC Power

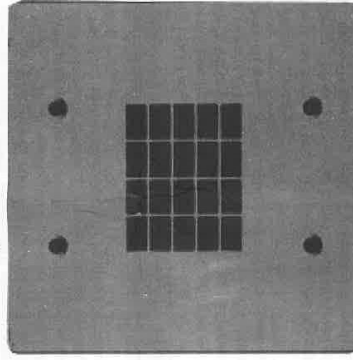


Elyssa Corporation
Manufacturers & Importers
P.O. Box 138 Briarcliff Manor, NY 10510
www.elyssacorp.com

"The Rugged One" Surface or Flush Mount PIR Motion Detector W/ Steel Faceplate & Surface Mounting Box

Model ERGD-1

By Elyssa Corporation



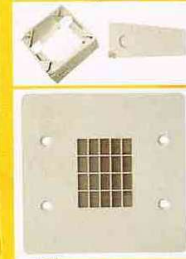
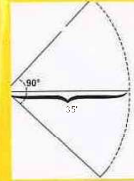
Dual element PIR
Rugged steel housing
Selectable LED indicator light
5 Amp form "C" (N.O./N.C.) contacts
Selectable 12 or 24 Volt AC/DC power
Can flush mount to 1900 electrical box or
be surface mounted with angle box included.
Built-in adjustable relay timer (Approx. 1-30 sec.)

THANK YOU FOR PURCHASING THIS UNIT.
FOR OPTIMUM PERFORMANCE,
PLEASE READ AND FOLLOW
THESE INSTRUCTIONS CAREFULLY



Elyssa Corporation

P.O. Box 138 • Briarcliff Manor, NY 10510
• www.elyssacorp.com • www.digivue.com •



Dual Element PIR

Rugged Steel Housing
Flush or Surface Mount
5A Form C (N.O./N.C.) Contacts
Built-In Adjustable Contact Timer
Angle Mount Surface Box Included
Selectable 12 or 24 Volt AC/DC Power

Elyssa Corporation
Manufacturers & Importers
P.O. Box 138 Briarcliff Manor, NY 10510
www.elyssacorp.com

Mounting:

A specially designed steel surface mounting box is supplied with the unit and is angled for high/low and left/right mounting angles. It may also be either surface or flush mounted on a wall using a 1900 electrical box with dual gang adaptor cover.

When choosing a mounting position for this unit, please take the following into account:

- Be sure unit has clear line of sight to area to be protected
- Avoid aiming unit at areas w/ heating/cooling vents or ducts
- Avoid aiming unit at areas of direct sunlight
- Avoid aiming unit at devices with active heating elements

(For detection pattern see figure D)

Power Options:

This unit is compatible with a wide range of equipment: Alarm systems, access controls, electric locks, video event recording systems, etc.

Jumper J2 (#2 on figure A) controls input voltage of either 12 or 24 Volts AC or DC. If the jumper is left in place (Factory setting), the unit is

set for 12 Volt power; if removed it is set for 24 Volt power.

Polarity MUST be observed for DC applications - See #5[-] & #6[+] on figure A. For your convenience, jumper function is noted on circuit board (#1 on figure A).

Please Note: When unit is initially connected to the power source, you must wait a period of approximately 2 minutes for sensor to stabilize.

Selecting LED Indicator Operation:

Jumper J1 (#3 on figure A) controls the operation of the indicator LED. If the jumper is left in place (Factory setting), the LED is active; if this jumper is removed the LED will be deactivated. For your convenience, jumper function is noted on circuit board (#1 on figure A).

Setting Relay Operating Time:

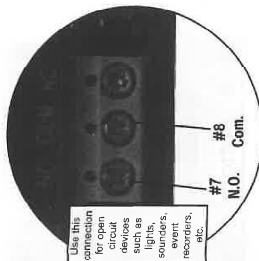
A variable timer control (#4 on figure A) is provided so the relay points remain operative for a period adequate for desired function to be completed. Turning the potentiometer clockwise will increase the duration, turning counterclockwise will reduce it.

Choosing Relay Operating Mode:

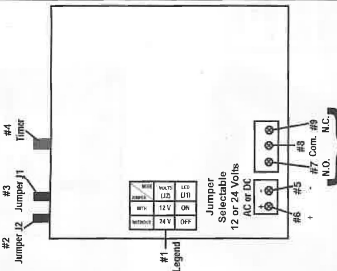
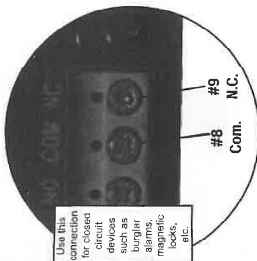
The relay contact terminal strip (#7, #8, & #9 on figure A) provides easy wiring of the output contacts. Determine whether your device needs to have contact made or broken to activate it. If you need to break contact on a closed circuit (Such as burglar alarm triggering etc.) connect one wire to the common contact (#8 on figure A) and the other wire to the normally closed contact (#9 on figure A). If you need to make contact on an open circuit (Such as for operating a security video event recorder etc.) then connect one wire to the common contact (#8 on figure A) and the other wire to the normally open contact (#7 on figure A).

A Board Layout

Use this connection for open circuit devices such as lights, sirens, recorders, etc.

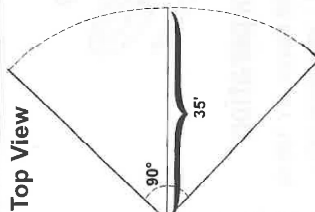


Use this connection for closed circuit devices such as alarm triggers, magnetic locks, etc.



For typical examples of relay wiring, see figures B & C at right.

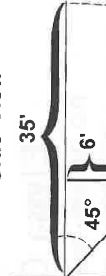
Top View



Detection Pattern

D

Side View

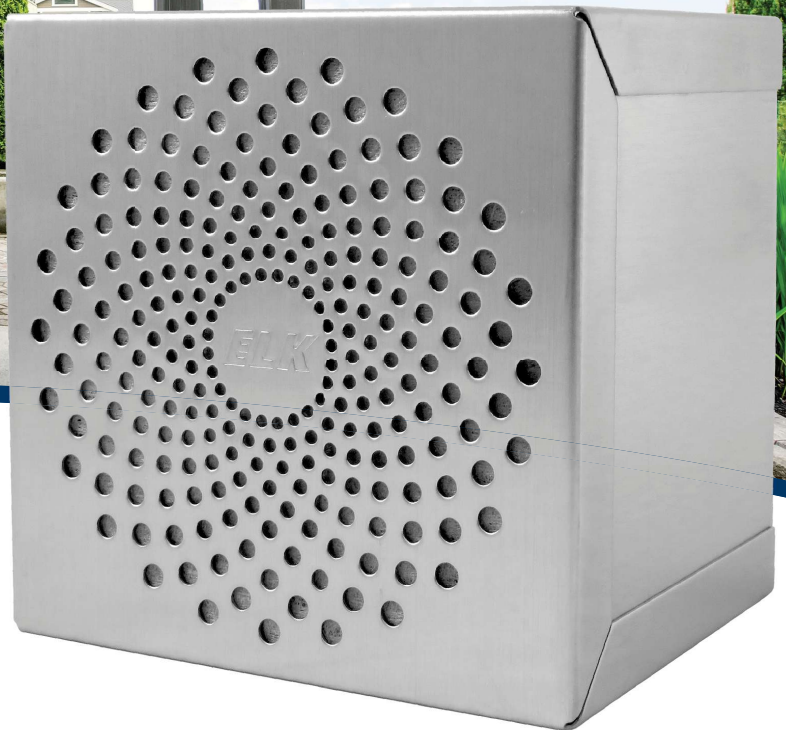


Siren and Strobe Configuration



118 dB Siren in Stainless Steel Enclosure

ELK-150RT



ELK's 150RT siren provides a rugged quality, tamper and corrosion resistant enclosure perfect for all jobs. With a compact design and stainless steel construction, these sirens naturally reflect the mounting surface, blending easily into the surroundings. Great for harsh environments.

Features/Benefits

- Corrosion resistant stainless steel enclosure
- Compact, yet super loud
- Works well with any control to produce separate sounds (ComboTrigger™) for fire and burglar from a single pulsing output
- Tamper resistant
- Anti-foam and insect screen

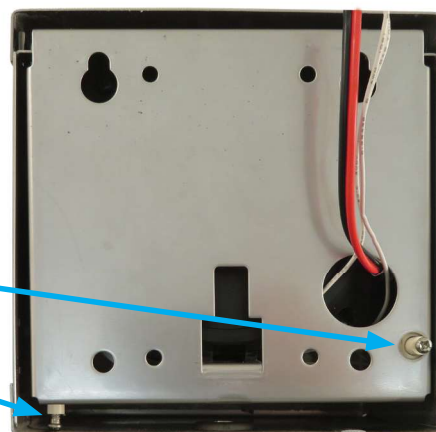
Specifications

- Output: 118 db @ 1 meter, 13.8VDC
- Operating Voltage: 6 to 14 Volts DC
- Current Draw: 1.2 Amps @ 13.8VDC
- Size: 5" x 5" x 4"
- 304 Stainless Steel with stainless hardware
- Exterior or interior use
- RoHS Compliant
- Lifetime Limited Warranty

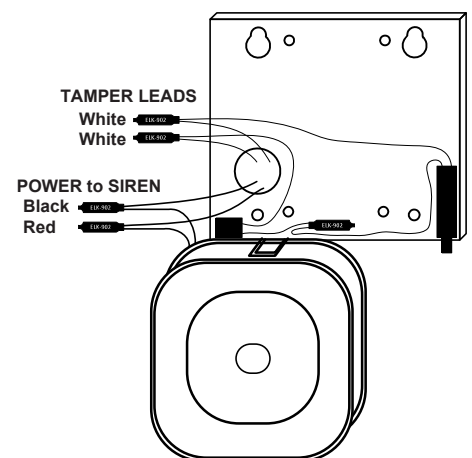
Wiring/Tamper Details

The white wires from the tamper switches can be wired to a zone/input to trigger a tamper alarm. The dual tamper switches are pre-wired in series.

- Detects when unit has been removed from the wall
- Detects when front cover has been removed from backplate



ELK-150RT - Back View



Solutions for Serious Security and Automation Professionals

(800) 797-9355 | www.elkproducts.com

Siren & Stainless Steel Enclosure

ELK-150RT

The ELK-150RT is a self-contained Siren in a corrosion and tamper resistant enclosure. It features two sealed reed tamper switches, one on the Back plate and one on the Front Cover. The switches are normally closed and pre-wired in series. The ELK-150RT can produce two distinct sounds from a single input trigger. The stainless steel exterior reflects the color of the mounting surface allowing the ELK-150RT to blend easily with any residential or commercial building.

Also available is the ELK-45 which is the self contained siren without the stainless enclosure; the ELK-SL1 Strobe Light which can be added to the enclosure, and the ELK-1RT which is a 30 watt speaker in the stainless enclosure.

The *ComboTrigger™* option allows controls which have a single alarm output and pulsing option to activate both the burglar and fire alarm sounds.

Features

- Installer Friendly - Easy to Mount.
- Sealed Reed Tamper Switches at single bolt closure and at rear of cabinet.
- Corrosion Resistant- Exterior / Interior use.
- Compact - Less Noticeable.
- Loud - Rivals Sound of Larger Speakers.
- Heavy Duty 1.8 lb Magnet.
- *ComboTrigger™* For Single Outputs.
- Stainless Mounting Hardware Included.
- Lifetime Limited Warranty.

Specifications

- Operating Voltage: 6 to 14 Volts D.C.
- Current Draw: 1.2 Amps
- Sound Level: 118 dB @ 1 meter, 14 Volts DC.
- Enclosure: #304 Stainless Steel.
- Size: 5"H x 5"W x 4"D.

Features and Specifications subject to change without notice.



ELK-150RT
with optional
ELK-SL1C
Clear Strobe



Cut-away
view

Tamper-Proof Cover



Self-Contained
Siren & Speaker



Components of
ELK-150 RT



Back Plate w/
(2) Tamper
Switches



Hardware Pak



LED Strobes for Stainless Steel Enclosed Speaker/Siren

ELK-SL1A - Amber Strobe

ELK-SL1B - Blue Strobe

ELK-SL1C - Clear Strobe

ELK-SL1R - Red Strobe

A weather resistant, indoor/outdoor strobe light. Adds visual indication for alarms, warnings, hearing impaired applications, etc. Attaches easily to ELK's stainless steel enclosed units (ELK-1RT & ELK-150RT) or to wall using ELK-WK1. Features simple 12 VDC two wire hookup and compatibility with most control panels.



ELK-SL1B mounted
to ELK-1RT

Features/Benefits

- Interior or exterior use
- Works with steady or pulsing alarm outputs
- Fits ELK Stainless Steel Enclosed Speaker/Sirens
- May be wall mounted (see ELK-WK1)
- Easy to Install, simple 2 Wire Hookup
- Durable Polycarbonate Construction
- Colors: Clear, Red, Blue, or Amber

Specifications

- Operating Voltage: 12 VDC
- Flash Rate: Approx. 1 Flash per second
- Size: 4.875" x 3.875" x 1.125"
- RoHS Compliant
- Lifetime Limited Warranty



ELK-WK1

Wall Mount Kit for ELK-SL1 Strobe Light

Esthetically pleasing cover allows mounting of ELK-SL1 directly to wall surfaces.

- Attractive cover
- Indoor/Outdoor
- Durable ABS Plastic
- Easy to Install
- RoHS Compliant
- Color: White
- Mounting Hardware Included
- Size: 5.125" x 2.625" x 1.375"
- Lifetime Limited Warranty



Solutions for Serious Security and Automation Professionals

(800) 797-9355 | www.elkproducts.com

STI MOTION DETECTOR DAMAGE STOPPER®



STI-9618



STI-9621

PRODUCT OVERVIEW

These super tough cages are extremely effective in reducing malfunctions and high maintenance costs where vandalism or accidental damage is prevalent. They are constructed of 9-gauge steel wire with corrosion-resistant polyester coating. Five sizes are available. Two sizes are designed to fit motion detectors for corner mount units and three are for wall mount applications.

BACKED BY A THREE YEAR GUARANTEE

As all STI protective covers, these Motion Detector Damage Stoppers are backed by a three year guarantee against breakage in normal use. Installation and servicing are easy. They are highly recommended for areas where abuse to PIR detectors is severe.

KEY FEATURES

General Information

- Helps prevent vandalism or accidental damage to PIR's.
- For use in controlled environment (not intended for outdoor use).
- Three year guarantee against breakage in normal use.

Construction

- Construction of 9-gauge coated steel wire.

Installation

- Fast and easy installation.
- Simple removal for servicing detector.

Options

- Five models to fit virtually all PIR detectors.
- Tamper resistant hardware is available.

STI Motion Detector Damage Stopper®

Dimensions and Technical Information

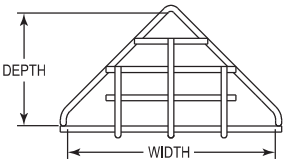
MODELS AVAILABLE

- STI-9618** Motion Detector Damage Stopper - Corner Mount
- STI-9619** Motion Detector Damage Stopper - Corner Mount
- STI-9620** Motion Detector Damage Stopper
- STI-9621** Motion Detector Damage Stopper
- STI-9622** Motion Detector Damage Stopper
- KIT-82** 4 tamper resistant stainless steel screws, #8 X 1 1/2 " snake eye
- KIT-19038** Tamper bit for tamper resistant screws

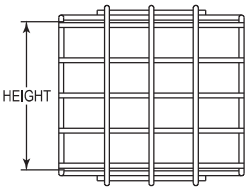
WARRANTY

Three year guarantee against breakage in normal use.

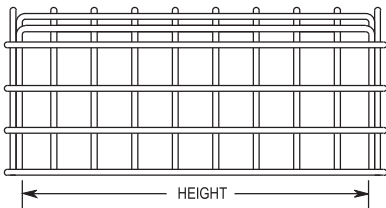
MODEL	HEIGHT	WIDTH	DEPTH
STI-9618	4.62 in. (117 mm)	5.37 in. (136 mm)	3 in. (76 mm)
STI-9619	7.75 in. (196mm)	5.37 in. (136mm)	5.62 in. (142 mm)
STI-9620	6.25 in. (158 mm)	4.0 in. (102 mm)	2.25 in. (57 mm)
STI-9621	7.0 in. (178 mm)	5.75 in. (146 mm)	4.5 in. (114 mm)
STI-9622	8.75 in. (222 mm)	4.0 in. (102 mm)	3.75 in. (95 mm)



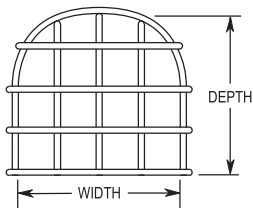
STI-9618 TOP VIEW



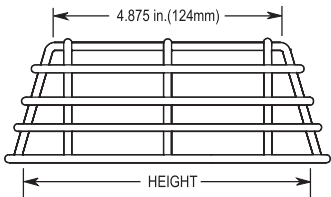
STI-9618 FRONT VIEW



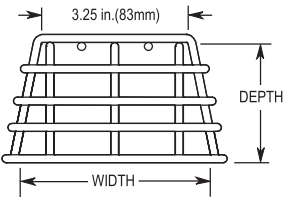
STI-9621/9622 SIDE VIEW



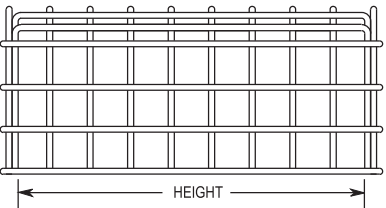
STI-9621/9622 END VIEW



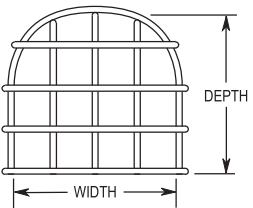
STI-9620 SIDE VIEW



STI-9620 END VIEW



STI-9621/9622 SIDE VIEW



STI-9621/9622 END VIEW



Safety Technology International

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Waterford, MI www.sti-global.com
48327, USA Tel:248-673-9898

Taylor House info@sti-emea.com
34 Sherwood Rd., Bromsgrove, www.sti-global.com
Worcs., B60 3DR, England Tel: +44 (0) 1527 520 999

Unit 7A Lockheed Avenue
Airport Business Park
Waterford X91 HWF2 Ireland

OP-08C

Passive Infrared Door Sensor

for request-to-exit and security applications



The OPTEX OP-08C passive infrared door sensor is a reliable and cost-effective sensor for request-to-exit and security applications. The compact, sleek OP-08C is easy to install on the header, transom or ceiling up to 13 feet high and can be recessed mounted. With a large, customizable detection pattern made up of 10 individual zones, the OP-08C is ideal for virtually all light commercial applications.

www.optexamerica.com

TS-12, TS-13

Vandal Resistant Request to Exit Station

The single gang TS-12 and narrow stile TS-13 request to exit stations, with vandal resistant push button, provide an effective means of locking an exit door while still providing egress during an emergency. Vandal resistant push buttons are designed for indoor, outdoor, commercial and industrial applications. Both models are available with timer relay for applications that require door to remain unlocked for a specified time.



TS-12



TS-13

Features

Standard Features

- **TS-12** switch mounted on single gang wall plate with 430 stainless steel finish
- **TS-13** switch mounted on narrow 1-3/4" wall plate with 302 stainless steel finish
- Vandal resistant 3/4" push button
- Plate is screened "PUSH TO EXIT" for easy to follow access instructions
- Momentary action switch

Options

- **TS-12T, TS-13T** with timer for timed access
- **TS-12302** with weatherproof plate to meet IP65 standards
- **TS-12T302** mounted on weather resistant plate with 302 stainless steel finish and timer for timed access
- Custom screening available

Specifications

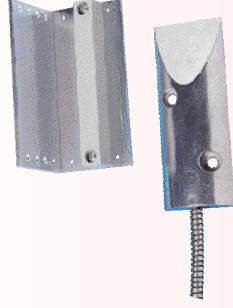
Certifications & Listings

- UL 294 listed
- CSA certified components
- IP65 *TS-12302 model only*

Electrical

- DPDT contacts rated 10A at 35 VDC
- Switch depth behind plate: 1-1/2"
- Switch terminated with 12" leads

Commercial



958

Overhead Door Magnetic Contact

- Adjustable magnet with L bracket
- 24" (61cm) armored cable is standard
- Standard gap: 2-3/8" (60 mm) minimum
- Epoxy sealed for protection from moisture and impact
- Rugged "Shock Absorber" design protects reed against flex or damage to housing

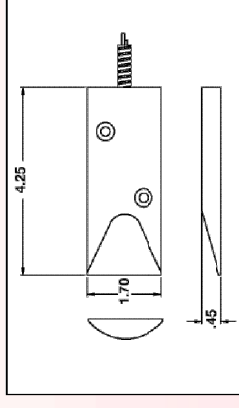
ORDERING:

958 – SPST Switch (Form A)
958-2 – SPDT Switch (Form C)

70

SPECIFICATIONS:

Switch Type: Form A (SPST) Reed (958)
Switch Type: Form C (SPDT) Reed (958-2)
Contact Rating: 100ma @ 28VDC



REPLACES:

- Aleph PS-2023
- Amseco ODC59A
- GRI 4532/4532L
- Sentrol 2202AU-L, 2202A-L, 2204AU-L

71



Door Hardware Data Sheets

Presented By:

Carrson Davis (425)-387-2446

Indicators

ML2000 Series

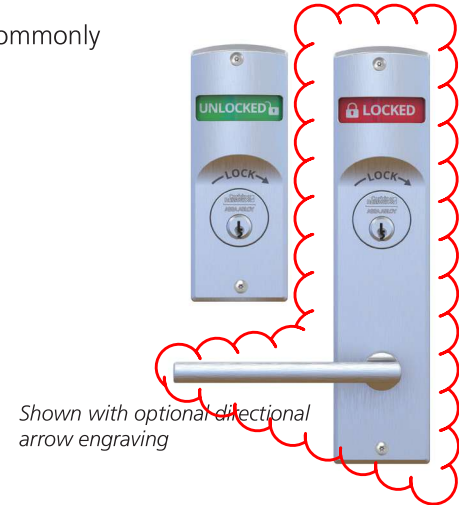
ML2000 Series indicators can be used in a variety of applications and are most commonly used to identify occupancy or display the locked/unlocked status of a room.

- Restrooms
- Quiet rooms
- Nursing mother's rooms
- Classroom doors

Features

- Inside, outside or both sides of the door
- Sectional or escutcheon trim
- Available with 29 different functions – including thumbturn functions
- Viewing window 25% larger than competition
- Patented curved design for viewing at multiple angles
- Window located prominently above the cylinder
- Highly reflective viewing window for increased safety
- Optional directional engraving available – must specify handing
- Retrofitable for existing applications

NOTE: Optional directional arrow engraving available – must specify handing. See page 68.



Functions

Indicators are available with the following ML2000 and ML20600 Series functions.

ML2002, ML2003, ML2004, ML2011, ML2012, ML2013, ML2017, ML2020, ML2022, ML2024, ML2029, ML2030, ML2040, ML2048, ML2049, ML2059, ML2060, ML2062, ML2065, ML2067, ML2068, ML2069, ML2072, ML2073, ML2075, ML2082, ML2092, ML20608 x NAC x SEC x PHR, ML20609 x NAC x SEC x PHR

See pages 4-9 & 21 for details.

Overview

ML2000 Series

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www.corbinrusswin.com

Quality

The ML2000 Series is a Grade 1 mortise lock designed to meet the rigors of high-traffic commercial, institutional, industrial and government applications. Constructed of heavy-gauge steel, the lockbody features our patented Quick Reversible latchbolt, and a 1" stainless steel deadbolt. A wide variety of trim designs and functions and a 10-year warranty lend to the ML2000's versatility and reliability, making it the ideal choice for use in offices, schools, hospitals, hotels and other high-use applications.

Security

Further discourage intrusion and abuse with the ML2000VR (Vandal Resistant) series mortise lock. This lock features vandal-resistant stainless steel escutcheons with tapered edges and Torx® pin tamper resistant screws. When matched with Corbin Russwin patented high-security cylinders, any door can become a formidable barrier to intruders.

Flexible

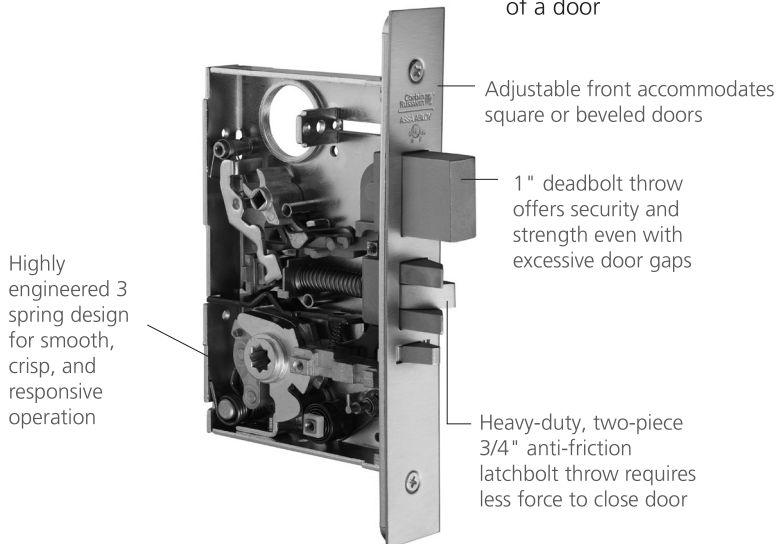
The ML2000 Series has a multi-function capability, allowing 12 functions to be configured from one lockbody. The ML2054 entrance function (ANSI F04) uses a universal lockbody with the ability to reconfigure into other functions without disassembling the lock case.

Aesthetics

Complement any application with the full range of trim designs and finishes offered with ML2000 Series. From stainless steel security trims to bright brass Vineyard™ levers, design continuum can be achieved without forfeiting aesthetics. For additional information regarding designer trim, see the Corbin Russwin Vineyard™ Collection and Muséo® Collection catalogs.

Key Advantages

- UL Cycle above and beyond test completed at 14.5 Million Cycles. Verification ID: V875753
- Patented Quick Reversible feature enables reversal of hands without disassembling the lock case (Patent pending and/or patent www.assaabloydss.com/patents)
- Security trims provide a vandal-resistant barrier
- Can be used with new or existing Corbin Russwin key systems. Also accepts cylinders of most other manufacturers.
- Provides life safety and security in a single door prep, saving the additional cost of a deadlock
- Thru-bolted trim designs for proper alignment and increased security
- Multi-function lockbody
- Status indicator options provide peace of mind on the locked/unlocked status of a door



Mortise for Single-Occupant Restrooms

Corbin
Russwin
ASSA ABLOY

Features

ML2000 Series

Features

Handing

Handed; quick reversible. The lockset can be re-handed without disassembling the lock case; see page 87.

Door Thickness

1-3/4" (44mm) standard.

Optional door thicknesses available; see Quick Codes, page 81.

Backset

2-3/4" (70mm).

Lockcase

Heavy-gauge steel, 5-7/8" (149mm) x 4" (102mm) x 15/16" (24mm).

Optional: non-ferrous lockcase for corrosion resistance; see Quick Codes, page 81.

Front

Heavy-gauge steel, 8" (203mm) x 1-1/4" (32mm) x -3/32" (2mm). Accommodates flat doors and doors beveled 1/8" (3mm) in 2" (51mm). Furnished 1-1/16" (27mm), optional D138, wide for 1-3/8" (35mm) doors.

Armored Front

Wrought brass, bronze or stainless steel attached by machine screws to lockcase front. ML2000VR utilizes security Torx® screws.

Latchbolt

2-piece mechanical with anti-friction insert, 5/8" (16mm) x 1" (25mm) x 3/4" (19mm) throw.

Auxiliary Latchbolt

9/16" (14mm) effective throw and 3/8" (10mm) effective auxiliary latch deadlocking.

Deadbolt

One-piece stainless steel, 19/32" (15mm) x 1-1/4" (32mm) x 1" (25mm) throw.

Indicators

Status indicators available in sectional or escutcheon trim with many options providing clarity of the locked/unlocked status of a door.

Hub

Standard knob/lever hub is steel, 5/16" (8mm)

Spacing

C. to c. knob/lever to cylinder: 3-5/8" (92mm).

C. to c. knob/lever to thumbturn: 2-7/16" (62mm).

Strike

Wrought brass, bronze or stainless steel, ANSI straight lip standard, 4-7/8" (124mm) x 1-1/4" (32mm) x 1-1/8" (29mm) lip to center. Optional strikes, lip lengths and ANSI wrought strike box available; see Quick Codes, page 81.

Cylinder

Brass, 6-pin, L4 keyway, 0-bitted standard. Optional cylinders available; see Quick Codes, page 73.

Keys

Two nickel silver standard.

Keying Features Available

Master keying
Construction master keying
Visual key control
Concealed key control
Plug only to show (concealed shell)
7-pin cylinder
Security cylinder
Access 3® cylinder
Pyramid cylinder
Interchangeable core (LFIC or SFIC)
Security LFIC
Pyramid LFIC
Access 3® LFIC
Master ring cylinder
Flex head cylinder

Warranty

Ten-year limited.

Certification/Compliance*

ANSI/BHMA

Certified A156.13 Series 1000, Operational and Security Grade 1. Meets A117.1 Accessibility Code.



UL/cUL-UL10C Positive Pressure

All locks listed for A label and lesser class doors, 4' (122cm) x 10' (305cm) single or 8' (244cm) x 10' (305cm) pair (3 hour fire door). Letter F and UL symbol on armored front indicate listing.

Any retrofit or other field modification to a fire rated opening can potentially impact the fire rating of the opening, and Corbin Russwin, Inc. makes no representations or warranties concerning what such impact may be in any specific situation. When retrofitting any portion of an existing fire-rated opening, or specifying and installing a new fire-rated opening, please consult with a code specialist or local code official (Authority Having Jurisdiction) to ensure compliance with all applicable codes and ratings.

California State Reference Code

(Formerly Title 19, California State Fire Marshal Standard)

All levers with returns, return to within 1/2" (13mm) of door face.

Windstorm/Hurricane

Certified (refer to local codes).

*Any undated reference to a code or standard appearing in this catalog shall be interpreted as referring to the latest edition of that code or standard.



This product can expose you to lead which is known to the state of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov.

DEFENDER SERIES

TUBULAR DEADBOLTS & CYLINDRICAL CARTRIDGE DEADLATCHES
Cylindrical for Multi-Occupant Restrooms

DEFENDER SERIES DEADBOLTS & DEADLATCHES

In addition to our tubular style deadbolts, Marks USA has now developed a cylindrical cartridge deadlatch (145 Series). The result is an easy to install deadlocking latch with a stainless steel nose and 9/16" throw. The Defender series are available in both conventional as well as IC core cylinder models.



130M/32D Tubular Deadbolt Shown

MARKS # 130		DESCRIPTION	ANSI #	FINISH GROUPS
COMMERCIAL CYLINDER	IC CORE CYLINDER*			
K	RK	CYLINDER x TURNPIECE	E0151	3, 10, 10B, 26D, 32, 32D
L	RL	COMMUNICATING SINGLE CYL	E0161	
M	RM	DOUBLE CYLINDER	E0141	
S	RS	CLASSROOM	E0171	
X	—	TURNPIECE x BLANK PLATE	E0191	

STANDARD FEATURES

- Bolt: 1" throw
- Unitized assemblies for 2-1/8" bore
- Strike: #1335, 2-3/4" x 1-1/8" strike
- Door thickness: 1-5/8" to 1-7/8"
- Cylinder: MARKS "C" keyway, 6 pin w/ 2 keys
- 2-3/8" Backset
- Latch: 1" x 2-1/4" front

* Standard & HI-SECURITY™ IC Core Models:
Interchangeable Core models for 6 or 7 pin cores
(not included).

Accepts: Marks, Medeco KeyMark™, Falcon & Best®.
IC Core Tailpieces ARE Included.



145K/32D Cylindrical Cartridge Deadlatch Shown

MARKS # 145		DESCRIPTION	ANSI #	FINISH GROUPS
COMMERCIAL CYLINDER	IC CORE CYLINDER*			
K	RK	CYLINDER x TURNPIECE	E0121	3, 10, 10B, 26D, 32, 32D
L	RL	COMMUNICATING SINGLE CYL	E0131	
M	RM	DOUBLE CYLINDER	E0111	
X	—	TURNPIECE x BLANK PLATE	—	
KL	RKL	CYLINDER BY LEVER	—	

STANDARD FEATURES

- Series 1 cylindrical cartridge
- Latch: Grade 1, 9/16" throw
- 2-3/4" Backset
- Unitized assemblies for 2-1/8" bore
- Strike: #1136, 2-3/4" strike
- Door thickness: 1-3/8" to 2-3/8"
- Cylinder: MARKS "C" keyway, 6 pin w/ 2 keys
- Latch: 1-1/8" x 2-1/4" front
- UL Listed, 3 hour fire rated

* Standard & HI-SECURITY™ IC Core Models:
Interchangeable Core models for 6 or 7 pin cores
(not included).

Accepts: Marks, Medeco KeyMark™, Falcon & Best®.
IC Core Tailpieces ARE Included.

LIFETIME MECHANICAL WARRANTY • FINISHES ARE EXCLUDED FROM THIS WARRANTY

For Single-Occupant Restrooms

1600 Electric Strike

Works with all brands of cylindrical and mortise locksets, with or without a deadbolt

Also available in a Complete One Box Solution



The 1600 Series electric strike accommodates up to a 1" deadbolt with enhanced vertical cavity spacing.

The 1600 Series Electric Strike sets a new standard in the industry by offering dynamic integrated adjustability and field configurable options compatible with any cylindrical or mortise lock. The modular design of the platform makes stocking and installing easier with interchangeable faceplates and accessories. For the first time, the aesthetics of an electric strike are complementary to other surrounding door hardware and blend in with the opening due to the fully finished design, available in eight finishes.

Features

Standard Features

- Stainless steel construction
- Tamper resistant
- Static strength 1,500 lbs
- Dynamic strength 70 ft-lbs
- Endurance 1 million cycles
- Field selectable fail safe/fail secure
- Non-handed
- Interchangeable faceplates and accessories
- Field replaceable components
- Fully finished faceplate, keeper, case and trim
- Field adjustable integrated shim
- Strike body depth 1-5/8" [41.3mm]
- SecuriCare ten-year, no-fault, no questions asked warranty

Optional Features

- **LM** Lock monitor
- **DLM** Dual lock monitors
- **LMS** Lock monitor and strike monitor
- **DLMS** Dual lock monitors and strike monitor

Accessories

- **157** Torx screws
- **HESCU-MTK** Metal template kit
- **1600-104-xxx** Lip extension trim adapter (finish to match)
- **1600-106-xxx** 1006 adapter and trim enhancer kit (finish to match)
- **OPT-1SRK** Spring replacement kit
- **OPT-1LM** Single lock monitor
- **OPT-1DLM** Dual lock monitors
- **MOD-1SOL** Solenoid replacement module



Grade 1



SecuriCare
Warranty



Mortise Locks
with Deadbolt



Mortise Locks
without
Deadbolt



Cylindrical
Locksets



Field Selectable
(Fail secure
/ Fail safe)



Dual Voltage
12/24



PoE
Friendly



Fire Rated



Windstorm
Resistant



Outdoor
Rated



Burglary
Rated

h.e.s.

ASSA ABLOY

For Multi-Occupant Restrooms

1006 Series Electric Strike

*Works with all cylindrical
and mortise locksets with
or without a deadbolt*

Also available in
Complete One Box
Solution



The strongest, most versatile electric strike available.

The HES 1006 series is the strongest and most versatile electric strike available. The dual interlocking plunger design and heavy duty stainless steel construction, enables it to exceed every standard developed for electric strikes. With multiple faceplate options, the 1006 will fully accommodate every lock designed to work within an ANSI 4-7/8" strike plate. Tested to exceed 3,000 lbs. of static strength, 350 ft-lbs. of dynamic strength and factory tested to exceed 1,000,000 cycles of operation, the 1006 is in a class of its own.

Features

- Stainless steel construction
- Tamper resistant
- Static strength 2,500 lbs. (fail secure)
- Dynamic strength 350 ft-lbs. (fail secure)
- Endurance 1,000,000 cycles
- Fail secure (standard)
- Non-handed
- Accommodates up to 1" [25.4mm] deadbolt
- Plug-in connector
- Full keeper shims for horizontal adjustment
- Trim enhancer
- Strike body depth 1-11/16" [43mm]
- SecuriCare five-year, no-fault, no questions asked warranty (Addition of SMART Pac® III extends the warranty to 10 years)

Options

- **LBM - Latchbolt monitor**
- LBSM - Latchbolt strike monitor
- Fail Safe
- Interchangeable faceplates
- Monitor switch may not work with all faceplate options

Accessories

- 157 Torx® screws
- 1000-102 Rain guard
- 1006-103 Full Keeper Shims
- 1000-104 Lip Extension Trim Adapter
- 1006-105 Trim Enhancer
- 1000-110 Replacement Strike Plate
- 1000-130 KD Filler Plate
- 150 Strike Latch Guard
- HES-CUT-MTK Metal Template Kit
- 2005M3 SMART Pac® III



Grade 1



SecuriCare
Warranty



Mortise Locks
with Deadbolt



Mortise Locks
without
Deadbolt



Cylindrical
Locksets



Specialty
Locksets



Dual Voltage
12/24



Fire Rated



Windstorm
Resistant



Outdoor
Rated



Burglary
Rated

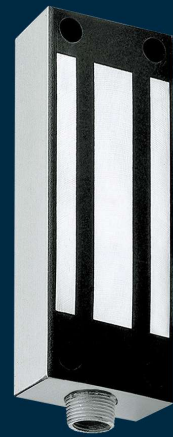
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ASSA ABLOY

For Doors that require Maglocks

M62FG – SASM Gate Magnalock®

*The shock absorbing 1,200 lbs
Magnalock solution for outdoor gates*



The M62FG-SASM is the only heavy duty Magnalock specifically designed to secure and protect gates.

This weatherproof unit delivers 1,200 lbs of holding force and comes equipped with conduit fittings and a special shock absorbing strike mount (SASM). This unique design dramatically prolongs the life of the lock, the gate and other hardware by controlling excessive impact between the strike plate and the magnet.

The SASM is also available as a separate retrofit kit and is compatible with M32, M62 or M82 Magnalock strike plates for areas prone to excessive force closures or slamming.

Features

Standard Features

- Flexible bracket options for swinging or sliding applications
- Fully sealed for weatherproof operations
- Includes universal threaded conduit fitting 1/2" [12.7mm] female – 3/4" [19mm] male
- 10 ft. [3.05m] of jacketed, stranded conductor cable
- Noise suppression with built-in MOV
- Automatic dual-voltage —no field adjustment required
- Rust resistant—all ferrous metal surfaces plated for durability
- MagnaCare® lifetime replacement, no-fault, no questions asked warranty

Optional Features

- **B** Patented BondSTAT magnetic bond sensor
- **D** Integrated Door Position Switch (DPS)
- **F** Face drilled
- **G** Gate conduit
- **SASM** Shock absorbing strike mount—shock absorption and rebound assistance for proper gate alignment



Grade 2

MagnaCare
WarrantyAuto Sensing
Dual Voltage
12/24

Fire Rated

SECURITRON

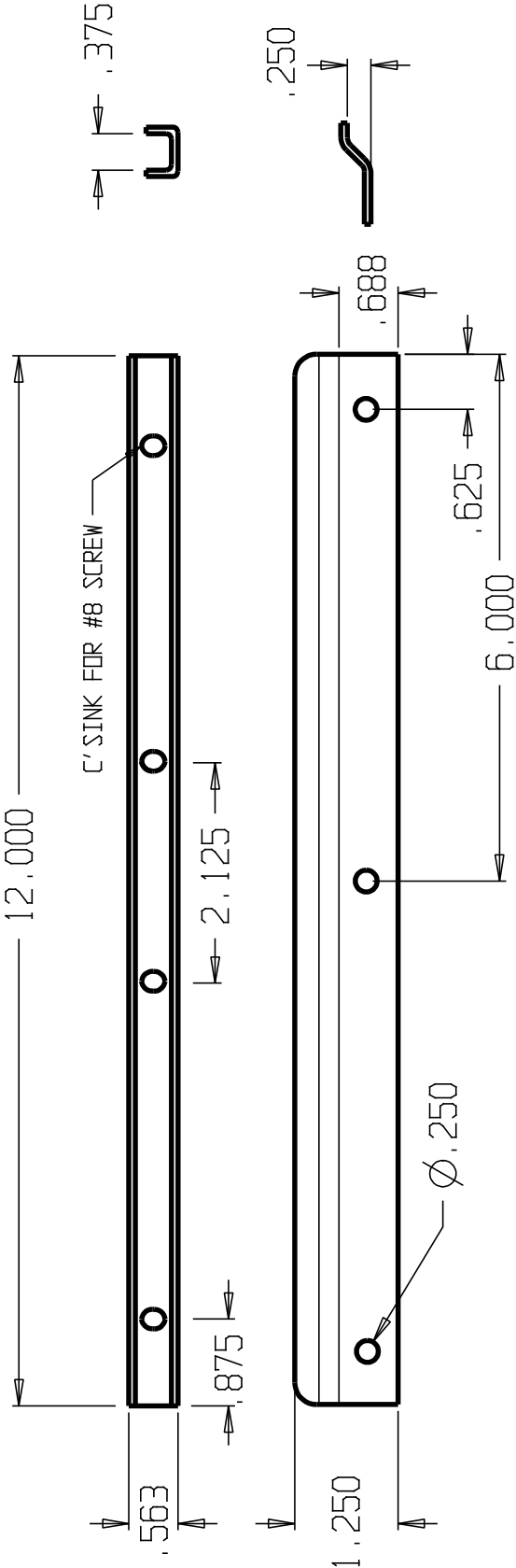
ASSA ABLOY

US securitron.com | 800 626 7590 | customerservice.securitron@assaabloy.com

Canada assaabloydss.ca | 800 461 3007 | sales.dss.ca@assaabloy.com

Latch Guard

				DWG NO		SH		REV	
REVISIONS									
ZONE	REV	FINISHES: BP, DU & SL				GALUGE: 14ga. .075			



DON-JO MFG. INC.		PART NO. ILP-212		REV	
DESIGNER	DATE: 5/28/04	RELEASE DATE		SHEET	
APPROVED	SCALE	WEIGHT			

Project title: Washington State Department of Transportation 2026 World Cup Operating Grant

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Grant Agreement
Contract Routing Coversheet

Department(s) involved:
Transit

Contact person:
Michael Schmieder

Phone number:
425-257-7761

Email:
mschmieder@everettwa.gov

Initialed by:
MJS
Department head

Administration

Council President

Project: Enhance services for the FIFA World Cup event

Partner/Supplier: Washington State Department of Transportation

Location: City of Everett

Preceding action: N/A

Fund: 425/Transit

Fiscal summary statement:

This project will have a positive financial impact as the City will receive grant funding. Funding has a \$0.00 match requirement, and no budget amendment is necessary.

Project summary statement:

The City of Everett will receive \$115,248 in grant funding from the Washington State Department of Transportation to provide enhanced transit and customer services to support the FIFA World Cup from January 1, 2026, to December 31, 2026. The City is eligible for this funding as a transit provider within a city hosting official FIFA Fan Zones. This grant will reimburse Everett Transit for a portion of increased services during the 2026 tournament between June 1, 2026, and July 31, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Washington State Department of Transportation 2026 World Cup Grant (PTD1305).



WSDOT Contact: Katie Stanford

WSDOT E-mail: katie.stanford@wsdot.wa.gov

WSDOT Phone: 360-705-7912

World Cup Operating Grant Agreement			
Agreement Number	PTD1305	Grantee:	City of Everett dba Everett Transit 3201 Smith Ave. Everett, WA 98201-4594
Term of Agreement	January 1, 2026 through December 31, 2026		
Vendor #	916001248		
UEI	NB35N2NU35J3		
ALN # / ALN Name	N/A		
Indirect Cost Rate	No		
R & D	No		
Service Area	Snohomish County	Contact:	Amanda James
		Email:	ajames@everettwa.gov

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1
SCOPE OF WORK AND BUDGET**

Funding by Project

Project Title: World Cup Operating Grant

UPIN # N/A

Scope of Work: Enhance services and customer service for the FIFA World Cup event and fan zones in alignment with the world cup expenditure plan.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Transit Support - World Cup (MMA)	100.00%	\$115,248		\$115,248
Projected Grant Funds			\$0	\$0
Grant Funds	100.00%	\$115,248	\$0	\$115,248
Grantee's Funds	0.00%	\$0	\$0	\$0
Total Project	100%	\$115,248	\$0	\$115,248

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Section 2

Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1-Scope of Work**. The GRANTEE shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4

Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5

General Compliance Assurance

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

Section 6

GRANTEE's Share of Project Costs

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE's Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.
- B. **Minimum Match:** The GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE's Funds.

Section 7
Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 10 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 21, and Section 28**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Anti – lobbying

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.
- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

Section 10

Reports

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
 2. Project Service Hours Provided
 3. Project Revenue Service Miles Provided
 4. Narrative Progress Report
 5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and "Not In Good Standing" as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving grant funds in the next biennium.

Section 11

Energy Credit

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 12

No Obligation by the State Government

No contract between the GRANTEE and any contractor or subcontractor shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 13

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 14 Ethics

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

Section 15 Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 16 Compliance with Laws and Regulations

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
 - 3. RCW 70A. 65.260 Climate Commitment ACT, and
 - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
 - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
 - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 17

Environmental and Regulatory Requirements

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 18

Accounting Records

- A. Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 19

Audits, Inspection, and Retention of Records

Submission of Proceedings, Contracts, Agreements, and Other Documents. During the performance period of the Project and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 20

Labor Provisions

Overtime Requirements. No GRANTEE or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 21

Changed Conditions Affecting Performance

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 22

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the GRANTEE is required to participate in local coordinated planning as led by GRANTEE's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Section 23

Remedies for Misuse or Noncompliance.

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 24

Disputes

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the GRANTEE's receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE and the GRANTEE shall abide by the decision.
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. **Venue and Process** In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 25 Termination

A. Termination for Convenience. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
 2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
 3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way that endangers substantial performance of the Project; or
 4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 26
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 27
Lack of Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 28
Limitation of Liability

- A. The GRANTEE shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or GRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 29

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

Section 30

WSDOT Advice

The GRANTEE bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

Section 31

Subrogation

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 32

Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 33

Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 34
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 35
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

Section 36
Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 37
Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the day and year last written below.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

GRANTEE

Authorized Representative
Public Transportation Division,
WSDOT

Authorized Representative

Title

Print Name

Date

Date



City Council Agenda Item Cover Sheet

Project title: A Resolution Closing a Special Improvement Project Entitled "Thornton A. Sullivan Dome Roof Replacement Project", Fund 354, Program 076, As Established by Ordinance No. 3885-22

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 02/11/26
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Closing Resolution

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Thornton A. Sullivan Dome Roof Replacement Project

Partner/Supplier: 2812 Architecture

Location: 11621 Silver Lake Rd

Preceding action: Ordinance [3885-22](#)

Fund: Fund 354, Program 076 (CIP-3)

Fiscal summary statement:

The source of funds for this project was Fund 354, Program 076 (CIP-3). The project design was budgeted at \$30,000. The final project cost was \$23,007. The remaining balance of \$6,993 will be transferred to CIP-3.

Project summary statement:

The intent of this project was to replace the roof structure at the silver dome located at T.A. Sullivan Park. This was in coordination with a possible third-party company that was interested in turning the silver dome into an event venue for the City. After receiving engineer's estimates that were much higher than the funds allocated and running into structural issues that increased the cost of the project, the project was deemed infeasible. This ordinance will close the existing fund that was created to fund design for the project.

Recommendation (exact action requested of Council):

Adopt a Resolution closing a Special Improvement Project entitled "Thornton A. Sullivan Dome Roof Replacement Project", Fund 354, Program 076, as established by Ordinance No. 3885-22.



RESOLUTION NO. _____

A RESOLUTION closing a special improvement project entitled “Thornton A. Sullivan Dome Roof Replacement Project”, Fund 354, Program 076, as established by Ordinance No. 3885-22.

WHEREAS,

- A. The special improvement project entitled “Thornton A. Sullivan Dome Roof Replacement Project”, Fund 354, Program 076, as established by Ordinance No. 3885-22, 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, BE IT RESOLVED THAT:

Section 1. The special improvement project entitled “Thornton A. Sullivan Dome Roof Replacement Project”, Fund 354, Program 076, as established by Ordinance No. 3885-22, is hereby closed.

Section 2. The final expenses and revenues for “Thornton A. Sullivan Dome Roof Replacement Project”, Fund 354, Program 076, are as follows:

A. Expense	
Design	\$23,007
Remaining Balance Transfer to CIP-3	\$6,993
Total Expenses	<hr/> \$30,000
B. Source of Funds	
CIP-3	\$30,000
Total Funds	<hr/> \$30,000

Section 3. That the remaining balance of \$6,993 to be transferred to CIP-3.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President





City Council Agenda Item Cover Sheet

Project title:

Amendment No. 1 to Professional Services Agreement with Board and Vellum LLC, to add contract time for Architectural and Engineering Services for the Walter E Hall Community Connections Pathway project.

Council Bill #**Agenda dates requested:**

Briefing

Proposed Action

Proposed Action

Consent 02/11/26

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

PSA Amendment No.1

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Walter E Hall Community Connections Pathway

Partner/Supplier: Board and Vellum LLC

Location: 1226 W Casino Rd

Preceding action: Ordinance 4154-26

Fund: Fund 354, Program 094

Fiscal summary statement:

On January 15, 2026, City Council adopted a funding Ordinance to fund the design and construction of a paved pathway connecting Walter E Hall Park with sidewalk along 90th St SW. This proposed amendment increased the contract time for A&E service provider Board and Vellum to support construction of the project. This amendment will not increase the total compensation of the contract or alter the scope.

Project summary statement:

The City of Everett will improve non-vehicular access to Walter E. Hall Park by constructing a multi-use path between the park and 90th St. SW. An architectural & engineering services provider will be contracted to provide design, engineering, permitting, and construction documents for the project.

Approximately 1860 linear feet of ADA accessible paved pathway will link the right-of-way of 90th Street SW to existing amenities within Walter E. Hall Park. This path reduces the walking distance into Walter E. Hall Park for residents of the Westmont and Holly neighborhoods to the east of the park. The project will also install a raised crosswalk where the path crosses the Walter E. Hall Park driveway, improving pedestrian safety within the park.

Recommendation (exact action requested of Council):

Authorize Amendment No. 1 to the Professional Services Agreement with Board and Vellum to provide additional contract time for architecture and engineering services for the Walter E Hall Community Connections Pathway project.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Board and Vellum LLC
City Project Manager	Katherine Phillips
	kphillips@everettwa.gov
Original Agreement Date	6/1/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	N/A
	Compensation Added (or Subtracted) by this Amendment	N/A
	Maximum Compensation Amount After this Amendment	N/A

Changes to Scope of Work	<p>Scope of Work is not changed by this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Provisions	N/A
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

BOARD AND VELLUM LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Jeff Pelletier

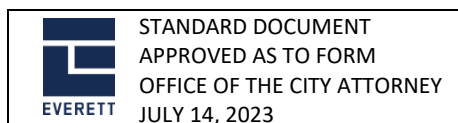
Signer's Email Address: jeff@boardandvellum.com

Title of Signer: Managing Principal

Date

ATTEST

Office of the City Clerk



Project title: An Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

Council Bill # *interoffice use*

CB 2601-04

Agenda dates requested:

Briefing

1st Reading 02/11/26

Proposed action 02/18/26

Consent

Action 02/25/26

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Ordinance

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425.257.8809

Email: thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Amending Ordinance No. 3814-21 Relating to Stormwater Controls

Partner/Supplier: N/A

Location: Combined Sewer Area in North Everett

Preceding action: Ordinance No. [3731-20](#), [3814-21](#)

Fund: 401 - Utilities

Fiscal summary statement:

Ordinance No. 3731-20 established an option for developers in specific sub-basins within the combined sewer area that have been separated to either provide stormwater control facilities as required or opt for paying a fee in-lieu-of constructing these facilities and connecting directly to the City's combined sewer system. This ordinance updates the in-lieu-of-stormwater control fee.

No City expenditure will be required.

Project summary statement:

On Feb 19, 2020, the City Council passed Ordinance No. 3731-20, which among other provisions established an in-lieu-of-stormwater control fee for certain eligible sub-basins within the City's Combined Sewer Area. On August 4, 2021 City Council passed Ordinance 3814-21, which clarified technical changes to Ordinance No. 3731-20.

The purpose of this Ordinance is to update the fee-in-lieu rate listed in the Ordinance to account for inflation. The increase is based on the observed increase in construction cost indices since the rate was established in 2020. The Ordinance allows for the fee to be indexed and adjusted annually, to be effective the first of January each year.

Recommendation (exact action requested of Council):

Adopt an Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

ORDINANCE NO. _____

An Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

WHEREAS,

- A. In 2020, the City Council passed Ordinance No. 3731-20, which among other provisions established an in-lieu-of-stormwater control fee for certain eligible sub-basins within the City's Combined Sewer Area.
- B. In 2021, the City Council passed Ordinance No.-3814-21 to make certain technical changes to clarify Ordinance No. 3731-20 with respect to the in-lieu-of-stormwater control fee and other matters.
- C. The purpose of this Ordinance is to make updates to Ordinance No. 3731-20 and 3814-21 with respect to the in-lieu-of-stormwater control fee and other matters.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 1 of Ordinance 3814-21 (which is codified at 14.08.185) is hereby amended as follows, with strikeout text deleted and underlined text added:

Stormwater Controls/Establishment of In-Lieu-Of Stormwater Control Fee in Eligible Sub-Basins.

This Section establishes requirements for certain stormwater controls and establishes the in-lieu-of stormwater control fee. The stormwater controls apply to the entire Combined Sewer Area. The fee only applies within eligible sub-basins in the Combined Sewer Area as defined by the City Engineer and depicted in the City's Combined Sewer Area map.

A. Stormwater Controls. New development or redevelopment in the Combined Sewer Area may be required to provide additional stormwater controls such that the resulting flow does not result in an increase in Sanitary Sewer Overflows and/or basement flooding in the Combined Sewer Area. No connections of roof drains to side sewers or laterals shall be allowed in the Combined Sewer Area without prior approval by the City Engineer.

B. In-Lieu-Of Stormwater Control Fee. All new developments and redevelopments within the eligible



sub-basins in the Combined Sewer Area that add a net new total of 200 square feet or more of impervious area, are required either (a) to provide additional flow controls and shall comply with either chapter 6 of the City of Everett's current "Design and Construction Standards" (DCSS) or (b) voluntarily to pay the City's In-Lieu-of Stormwater Control Fee as listed in the schedule below. Voluntary payment of the In-Lieu-of Stormwater Control Fee shall eliminate the developer's facility requirements as stated in chapter 6 of the current DCSS.

1. Public Infrastructure development/redevelopment (such as road and utility construction) within the Public Right of Way is exempt from the in-lieu-of stormwater control fee.

2. In-Lieu-Of Stormwater Control Fee Schedule

Customer Type	In-Lieu-Of Stormwater Control Fee (2026)
All Customers/ Parcels within the eligible sub-basins in Combined Sewer Area	\$4.653.72/square foot of net new impervious area. The first net new total of 200 square feet of impervious area is exempt from these fees.

3. Annual Fee Adjustment. The fee shall be adjusted annually by the Public Works Director, in accordance with the most recent change in the Construction Cost Index (CCI), for Seattle, published by Engineering News Record. The indexed fee rates shall be effective January 1st.

3. 4. All in-lieu-of stormwater control fees collected shall be held in a fund specifically for the benefit of stormwater and combined sewer in the Combined Sewer Area and may be used to pay for capital projects within the Combined Sewer Area and any outstanding debt associated with those capital projects.

4. 5. Payment of the in-lieu-of stormwater control fee shall not exempt property from monthly stormwater fees (i.e., stormwater rates) used for operations, maintenance and capital construction not covered by this fee.

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

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



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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance to Amend and Close a Special Improvement Project Entitled “South Police Precinct Locker Room Renovation Project”, Fund 342, Program 032, as Established by Ordinance No. 3877-22

Council Bill #

CB 2602-05

Agenda dates requested:

Briefing

Proposed action 02/11/26

Proposed action 02/18/26

Consent

Action 02/25/26

Ordinance ☒

Public hearing

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

Closing Ordinance

Department(s) involved:

Parks & Facilities

Police

Contact person:

Kimberly Moore

Phone number:

(425) 257-8305

Email:

kmoore@everettwa.gov

Initialed by:*KBM*

Department head

Administration

Council President

Project: South Police Precinct - Locker Room Renovation Project**Partner/Supplier:** Viking Construction Group**Location:** 1121 SE Everett Mall Way**Preceding action:** Ordinance No. [3877-22](#)**Fund:** Fund 342, Program 032**Fiscal summary statement:**

The proposed Ordinance will amend and close the special improvement fund for the South Police Precinct Locker Room Renovation Project. Ordinance No. 3877-22 provided a funding amount of \$400,000 for the project. The Closing Ordinance will amend the funding amount to \$447,850 to capture all project costs.

Project summary statement:

This project renovated the existing South Police Precinct Locker Rooms to improve functionality and correct long term maintenance issues. Adjustments to the contract amount were necessary to correct unforeseen conditions and cover added scope identified during the project. All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance to Amend and close a Special Improvement Project entitled “South Police Precinct Locker Room Renovation Project”, Fund 342, Program 032, as established by Ordinance No. 3877-22.



ORDINANCE NO. _____

An ORDINANCE to amend and close a special improvement project entitled “South Police Precinct Locker Room Renovation Project”, Fund 342, Program 032, as Established by Ordinance No. 3877-22

WHEREAS,

- A.** The special improvement project South Police Precinct Locker Room Renovation Project, Fund 342, Program 032, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance 3877-22 which reads as follows:

The sum of \$400,000 is hereby appropriated to Fund 342, Program 032, “South Police Precinct Locker Room Renovation Project” as follows:

A.		
Use of Funds		
	Design & Construction Administration	\$ 30,000
	Construction	<u>\$370,000</u>
	Total	\$400,000
 B.		
Source of Funds		
	Fund 342, Program 032 (CIP-1)	<u>\$400,000</u>
	Total Estimated Funds	\$400,000

Be and the same is hereby amended to read as follows:

The sum of \$447,850 is hereby appropriated to Fund 342, Program 032, “South Police Precinct Locker Room Renovation Project”, as follows:

A. Use of Funds		
Design & Construction Administration	\$	30,000
Construction	\$	<u>417,850</u>
Total Costs	\$	447,850
B. Source of Funds		
Fund 342, Program 032 (CIP-1)	\$	<u>447,850</u>
Total Funds	\$	447,850
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 re-appropriation.		

Section 2. That the special improvement fund, Fund 342, Program 032 for the “South Police Precinct Locker Room Renovation Project” be closed.

Section 3. That the final revenues and expenses for the “South Police Precinct Locker Room Renovation Project”, Fund 342, Program 032, are as follows:

A. Expenses		
Design & Construction	\$	<u>447,850</u>
Total Expenses	\$	447,850
B. Source of Funds		
Fund 342, Program 032 (CIP-1)	\$	<u>447,850</u>
Total Funds	\$	447,850

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 public and not to create or otherwise establish or designate any 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: 2026 Covid Recovery Funds Update and Resolution

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 2/11/26

Proposed action

Consent

Action 2/11/26

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Admin

Contact person:

Julie Willie

Phone number:

Email:

jwillie@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Covid Recovery Fund Final Allocations

Partner/Supplier: NA

Location: NA

Preceding action: Various resolutions and budget amendments between 2021-2025

Fund:

Fiscal summary statement:

The City of Everett received \$20,695,570 in ARPA funds and \$447,975 in interest, totaling \$21,143,545. Between 2021 and 2023, the City Council allocated \$21,127,026 toward eligible recovery projects, including business grants, public safety, shelter and childcare support, infrastructure, and essential government services. On May 31, 2023, \$18,339,657 in unspent ARPA funds and \$601,738 in interest were consolidated into the COVID Recovery Fund, totaling \$18,941,395 to continue approved programs and support future initiatives. By December 31, 2025, all COVID Recovery Funds were allocated for projects, initiatives, and budget replacement needs.

Project summary statement:

As of December 31, 2025, \$8,982,828 of COVID Recovery Funds has been spent, and \$10,051,697 are reserved for approved projects, initiatives, and budget replacement needs. An amount of \$296,449 has been identified available for re-allocation and is requested for program operations related to FIFA World Cup Fan Zones, to Clean Everett Days and Downtown Vacancy project.

Recommendation (exact action requested of Council):

Adopt a Resolution to use remaining Covid Recovery Fund, in accordance with applicable laws and regulations, for FIFA World Cup Fan Zone FIFA World Cup Fan Zones, to Clean Everett Days and Downtown Vacancy project.

RESOLUTION NO. _____



A RESOLUTION authorizing final allocation of remaining or unspent Covid Recovery Funds.

WHEREAS,

- A. The City of Everett was the recipient of \$20,695,570 from the Coronavirus Local Fiscal Recovery Fund, as authorized by the American Rescue Plan Act (ARPA). In addition, \$447,975 was realized in interest earnings for a total of \$21,143,545. These funds provided a one-time opportunity to invest federal dollars toward the City's most pressing community challenges and recovery efforts. These funds were required to be spent within the guidelines established by the U.S. Treasury, and they are separate from the City's annual budget process.
- B. The City Council adopted a series of resolutions between 2021 and 2023 to allocate \$21,127,026 ARPA funds, which included the original award of \$20,679,050 and \$447,976 in interest earnings, toward eligible projects that generally included Everett Forward Grants for businesses and nonprofits; Public Safety initiatives; Shetler, behavioral health and childcare capital support; Infrastructure projects and revenue replacement for essential government services, primarily Police and Fire labor costs.
- C. On May 31, 2023, the Council passed a resolution to reallocate unspent \$18,339,657 ARPA funds into a City-sponsored COVID Recovery Fund. In addition, \$601,738 was realized of interest earnings for total of \$18,941,395. This fund was designed to continue programs originally approved under earlier ARPA resolutions, support additional recovery projects through future Council actions and ensure compliance with federal ARPA guidelines while providing flexibility for local priorities.
- D. As of December 31, 2025, through Council approved resolutions, motions and budget appropriations all Covid Recovery Funds were allocated for projects, initiatives and 2024 and 2026 budget replacement needs.
- E. As of December 31, 2025 \$8,982,828 of Covid Recovery Funds have been spent and \$10,051,697 have been committed but not yet spent for projects, initiatives, and budget replacement needs.
- F. An amount of \$296,449 has been identified as unspent and is available to re-allocate.
- G. In accordance with City Council direction, City staff has brought forward to City Council the following additional projects and initiatives that are ready for implementation:

Project/Initiatives Description	Estimated Cost:
Continuation of Clean Everett Days	\$10,000
Downtown vacancy project that Council approved on 12/3/2035	\$25,000
Program operations for City of Everett FIFA World Cup Fan Zones	\$ 261,449
	\$296,449

- H. The purpose of this resolution is to authorize the City to implement these projects and initiatives.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Allocation. The City Council determines to use an amount not to exceed **\$296,449** of the City's funds from the Coronavirus Local Fiscal Recovery Fund for the projects and initiatives listed in Recital G above.
2. Authority to Proceed with Implementation. In accordance with the applicable laws and regulations that govern Coronavirus Local Fiscal Recovery Fund, the Mayor is authorized to proceed to implement the projects and initiatives allocated in Recital 1 above. City staff is directed to bring City Council any items that City Council must approve to implement these projects and initiatives, including, for example, any necessary budget amendment(s), ordinances, or additional resolutions. In accordance with and to the extent required by the City's Procurement Policy, staff will also bring to City Council the contracts, requests for proposals, calls for bids, and other procurement matters as may be necessary for implementation of these projects and initiatives.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2026.

Council President



COVID Recovery Fund Projects (After ARPA)	Allocation	Funds Available for repurpose	Balance Available for repurpose
Projects Completed			
Downtown Public Restrooms	\$ 1,250,000.00		
Fire Training Facility Design	\$ 400,000.00		
Public Safety Gun Buy Back (Round 2)	\$ 50,000.00		
Historical Signs	\$ 8,000.00		
ESDA Murals	\$ 27,500.00		
2024 Budget Replacement	\$ 1,115,207.00		
Capital -Compass Behavioral Health Treatment	\$ 1,000,000.00		
Funds Committed to Existing Projects			
Pallet Shelter Expansion	\$ 2,700,000.00		
Mental Health Program Fire/ Library	\$ 1,475,000.00		
CHART 2.0	\$ 852,865.00		
Police Property Room	\$ 400,000.00		
Digital Permit Accelerator	\$ 433,264.00		
Staff for ARPA Fund Management	\$ 250,000.00		
SE Business and Economic Development	\$ 200,000.00		
Council Covid Recovery Allocations (Round 1 and 2)	\$ 1,400,000.00		
Neighborhoods Grants	\$ 100,000.00		
Capital- Housing Hope Childcare/ Workforce Dev	\$ 1,000,000.00		
Chamber of Commerce	\$ 600,000.00		
2026 Budget Replacement	\$ 4,852,256.00		
Projects with balance to repurpose			
Clean Everett Program	\$ 266,433.00	\$ 254,100.00	\$ 254,100.00
EPIC Bridge Design	\$ 450,000.00	\$ 41,522.00	\$ 41,522.00
Operations/ Admin. for EVCC ELC	\$ 150,000.00	\$ 827.00	\$ 827.00
Total	\$ 18,980,525.00	\$ 296,449.00	\$ 296,449.00

Project title: An Ordinance creating a special improvement project entitled “2026 Traffic Signal Relamping” Fund 303, Program 137, to accumulate all costs for the improvement.

Council Bill #

CB 2601-01

Agenda dates requested:

Briefing

1st Reading 01/28/26

Proposed Action 02/04/26

Consent

Action 02/11/26

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: 2026 Traffic Signal Relamping

Partner/Supplier: N/A

Location: Citywide

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

This ordinance will provide funding authorization for the construction phase of the project. The programmed available funding for the project is \$1,100,000. The funding sources for this project will be as follows:

Fund 119 – Street Improvements	<u>\$1,100,000</u>
Total Funds	\$1,100,000

Project summary statement:

The 2026 Traffic Signal Relamping project will replace LED modules in traffic signal heads and countdown modules in pedestrian signal heads citywide. Modules are at the end of their useful life and need to be replaced to ensure safety.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “2026 Traffic Signal Relamping” Fund 303, Program 137, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “2026 Traffic Signal Relamping” Fund 303, Program 137, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned traffic and pedestrian safety program; and
- B.** The City of Everett has identified the need and obtained funds to construct certain traffic and pedestrian safety improvements.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 137, entitled “2026 Traffic Signal Relamping” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 3. 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 4. The sum of \$1,100,000 is hereby appropriated to Fund 303, Program 137, “2026 Traffic Signal Relamping” as follows:

A.	Estimated Construction Costs	\$1,100,000
B.	Source of Funds	
	Fund 119 – Street Improvements	<u>1,100,000</u>
	Total Funds	\$1,100,000

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

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Unlicensed Mobile Food Vendors.

Council Bill # *interoffice use*

CB 2601-02

Agenda dates requested:

Briefing	1/28/26
Proposed action	2/04/26
Consent	
Action	2/11/26
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes	X No
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PowerPoint presentation:

Yes	X No
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Attachments:

Ordinance

Department(s) involved:

Legal

Contact person:

David Hall, City Attorney;
Lacey Offutt, Assistant City
Attorney

Phone number:

425-257-8624; 425-257-8528

Email:

Dhall@everettwa.gov;
loffutt@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: An Ordinance providing for the regulation and enforcement of unlicensed mobile food vending units

Partner/Supplier: NA

Location: Everett, WA

Preceding action: NA

Fund: NA

Fiscal summary statement:

NA

Project summary statement:

This Ordinance will provide for city oversight over Mobile Food Vendors operating within the City of Everett, establishing criminal sanctions for those individuals who own and/or operate such a unit without a city business license or applicable food permit issued by the Snohomish County Health Department. The Ordinance provides for licensing requirements, operational restrictions, and location restrictions aimed at maintaining public health, order, and safety. Exemptions for entities excused from the provisions are provided. The Ordinance provides for greater liability for employers directing the unlicensed vending activity than for those conducting the activity, if the person offering the product for sale to the public is not the owner/employer as well. This Ordinance is in addition to other civil or criminal penalties available to other state or local authorities.

Recommendation (exact action requested of Council):

Adopt an Ordinance providing for the Regulation and Enforcement of Unlicensed Mobile Food Vending Units.



ORDINANCE NO. _____

An ORDINANCE relating to mobile food units.

WHEREAS,

- A.** Permitted and licensed food vendors are required to obtain food-service permits, receive education regarding safe food handling, storage, and preparation, and are subject to routine inspections to ensure compliance with applicable health and safety standards;
- B.** The Snohomish County Health Department is authorized to inspect and respond to unpermitted food vendors but has limited enforcement capability with respect to ongoing operations within the City of Everett;
- C.** The Snohomish County Health Department is aware of, and has recently responded to, numerous unpermitted food vendors within the City of Everett;
- D.** Unpermitted food vendors operate without the required permits or inspections and therefore without verification that they possess the necessary power, potable water, sanitation, cleaning facilities, and temperature-control capabilities required to safely store, prepare, and handle food for sale to the public;
- E.** The operation of unpermitted food vendors undermines compliance with established food-safety and licensing requirements, creates unfair competition for properly permitted vendors, diminishes incentives to adhere to rigorous health standards, and poses a risk to public health and safety;
- F.** Existing enforcement tools available to the Snohomish County Health Department and the City of Everett are insufficient, standing alone, to deter or promptly address the continued operation of unpermitted food vendors within the City, necessitating additional local regulatory measures to ensure compliance with food-safety requirements and prevent the spread of foodborne illnesses;
- G.** The regulation of mobile food units and unpermitted food vending activity within the City is consistent with, and intended to complement, applicable state and local public health laws, regulations, and food-safety codes, including those governing food service permitting, inspection, and sanitation standards;

- H. The City of Everett has the authority and responsibility 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. The EMC 5.36.010 is amended, with the underlined text added, as follows:

EMC 5.36.010

C. A “food truck” is a business that, as its principal function, sells or otherwise dispenses prepared food and beverages to the general public from a licensed motor vehicle that is not permanently affixed to real property. The term excludes food delivery vehicles that move from place to place and are stationary for no more than thirty minutes at a time, such as ice cream trucks. The term excludes Mobile Food Vendors as defined in Chapter 8.68.010.

Section 2. A new Chapter of Title 8 is added to the Everett Municipal Court as follows:

8.68.010 Purpose

The purpose of this chapter is to establish regulations and criminal penalties for unlawful mobile food vending within the City of Everett.

8.68.020 Definitions

- (1) “Employer” means the individual, corporation, company, association, society, firm, partnership, joint stock company, or the authorized agent(s) of these entities that is legally responsible for the operation of the Mobile Food Vendor such as the owner, the owner's agent, or other person.
- (2) “Law enforcement officer” means any general authority, limited authority, or specially commissioned Washington peace officer as those terms are defined in RCW [10.93.020](#), as now or hereafter amended.
- (3) “Lemonade Stand” means a temporary, informal retail operation, operated by a minor, that sells lemonade or similar beverages and/or prepackaged snacks from a small, non-permanent structure or table for a limited duration of time. A Lemonade Stand is not operated as a commercial enterprise for profit and is primarily educational or recreational in purpose.
- (4) “Mobile Food Vending Unit” and “MFVU” means the non-permanent structure used by a Mobile Food Vendor.

- (5) "Mobile Food Vendor" is a readily movable food establishment that prepares, packages, serves, dispenses, and/or vends prepared food directly to the general public or otherwise provides food for human consumption for profit from a non-permanent structure, including but not limited to food stands, carts, booths, tents, and kiosks.
- (6) "Responsible Operator" means the individual present at a Mobile Food Vending Unit who is responsible for the operation as a Mobile Food Vendor.
- (7) "Site Location" means a physical location, either public property or private property, from which a Mobile Food Vendor sells prepared food to the general public.

8.68.030 Requirements and Restrictions

(1) Licensing Requirements

- a. A Mobile Food Vendor must obtain:
 - i. A current and valid city business license issued to the Responsible Operator or their Employer pursuant to Chapter 3.19; and
 - ii. A current and valid mobile food unit or other applicable food permit issued by the Snohomish County Health Department to the Responsible Operator or their Employer, which shall be displayed at all times in a prominent location on the MFVU while operational as a Mobile Food Vendor.

(2) Operational restrictions

- a. No Mobile Food Vendor may:
 - i. Operate between the hours of 10:00 p.m. and 7:00 a.m., Monday through Sunday, except as permitted under a current and valid city-issued permit;
 - ii. Operate in violation of any provision of the International Fire Code as adopted by Chapter 16.03 EMC; or
 - iii. Fail to restore the Site Location occupied by the Mobile Food Vendor to the original or better condition upon removal of the MFVU;

(3) Location restrictions:

- a. No Mobile Food Vendor may:
 - i. Operate within bus stops, loading zone, or a parking space, as those terms are defined in Chapter 46.28 EMC;
 - ii. Operate within a parking place reserved for persons with physical disabilities that is identified as such according to RCW 46.61.581;
 - iii. Operate within five feet of an alley, as that term is defined in Chapter 46.28 EMC;
 - iv. Operate within five feet of a driveway approach, as that term is defined in Chapter 13.16.010 EMC and;
 - v. Operate within fifteen feet of a fire hydrant, fire lane, or fire zone, as those terms are defined in Chapter 46.28 EMC;
 - vi. Operate in any location that inhibits the operation, maintenance, visibility, or functionality of any utilities or street fixtures, as determined by city

- personnel responsible for the maintenance and safety of such utilities or fixtures; or
- vii. Operate on any public street or sidewalk, except as permitted under a current and valid city-issued permit.

8.68.040 Exemptions

This chapter shall not apply to the following:

- (1) Any federal, state, or local government agencies;
- (2) Food trucks as defined in Chapter 5.32 EMC.
- (3) Lemonade Stands, as defined in this Chapter.
- (4) Nonprofit organizations, including but not limited to public, religious, civil, charitable, benevolent, nonprofit, cultural or youth organizations;
- (5) Farmers, gardeners, or other persons who sell, deliver or peddle any fruits, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced, or manufactured by such person;
- (6) Any persons regularly selling or delivering door-to-door to established customers food products, laundry, dry-cleaning services, or baby diapers;
- (7) Newspaper carriers who deliver door-to-door;
- (8) Any person who is specifically requested to call upon others for the purpose of displaying goods, literature, or giving information about any article, service, or product;
- (9) Bona fide candidates, campaign workers, and political committees campaigning on behalf of candidates or on ballot issues and persons soliciting signatures of registered voters on petitions to be submitted to any governmental agency;
- (10) Vendors operating at a farmers' or public market or other city-sponsored or approved activity under the provisions of a city-issued permit.

8.68.050 Penalty

- (1) A violation of this chapter by a Responsible Operator is a misdemeanor punishable by a fine of up to \$1,000, imprisonment for up to 90 days, or both.
- (2) An Employer is guilty of a gross misdemeanor punishable by a fine of up to \$5,000, imprisonment of up to 364 days, or both, if he or she complicit in a violation of this chapter, pursuant to EMC 10.06.050.

8.68.060 Enforcement



- (1) The Everett Police Department shall have the authority to enforce the provisions of this chapter, except as otherwise authorized herein. This authority does not supersede or preclude enforcement by other state or local authorities.
- (2) The city's fire marshal or designee shall have the authority to enforce the provisions of Chapter 16.03 against any Responsible Operator or Employer.
- (3) Any person requested to identify themselves to a law enforcement officer or fire marshal or designee pursuant to an investigation of a violation of this chapter has a duty to identify themselves and give their current address.
- (4) For the purpose of enforcing the provisions of this chapter, a Law Enforcement Officer who has reasonable grounds to believe a person observed by the officer is violating the provisions of this chapter may detain such person for a reasonable period of time necessary to identify the person and check the status of the permits required by EMC 8.68.030.

8.68.070 Impound

- (1) When a Responsible Operator is arrested for a violation of this chapter and the officer directs impoundment of the MFVU, and the impounded property is not otherwise required to be held in custody, the MFVU may only be redeemed the Employer.

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: An Ordinance Creating a Special Improvement Project Entitled “Downtown Streetscapes Planting Renovation”, Fund 354, Program 110, to Accumulate all Costs for the Project

Council Bill #

CB 2601-03

Agenda dates requested:

Briefing

Proposed action 01/28/26

Proposed action 02/04/26

Consent

Action 02/11/26

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Public Works

Community Development

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:*KBM*

Department head

Administration

Council President

Project: Downtown Streetscapes Planting Renovation**Partner/Supplier:** JOC**Location:** Metro Everett subarea, various locations**Preceding action:** Resolution 8172**Fund:** Fund 354 – Program 110**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for design and construction costs of the 2026 Downtown Streetscapes renovation. A Community Development Block Grant was awarded in the amount of \$250,000 for the project. All related costs are estimated not to exceed \$250,000.

Project summary statement:

The City of Everett will host a 2026 FIFA World Cup fan zone in partnership with The Seattle FIFA World Cup 26 Local Organizing Committee. Fan zone commitments include programming during matches that may feature live entertainment, activities, and food and beverage. These activities will occur within the Metro Everett subarea, including streets and public spaces bounded by Everett Ave., Pacific Ave., Broadway Ave., and West Marine View Drive. In anticipation of increased pedestrian traffic in this area, a streetscape renovation project will enhance pedestrian experience and safety, promote urban tree canopy, and renovate landscape beds.

Areas of focus include the pedestrian corridors of Hewitt Ave. and Rucker Ave. as well as important gateways and high pedestrian use areas along Colby Ave., Hoyt Ave., and Wall St. Project will be delivered through job order contracting.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Downtown Streetscapes Planting Renovation”, Fund 354, Program 110 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Downtown Streetscape Planting Renovation”, Fund 354, Program 110, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to implement a tree management program to provide maintenance and preservation of existing public trees and an orderly program of tree planting.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with high quality streetscapes, open spaces, and attractive tree canopy.
- C.** The City recognizes the need to improve accessible, walkable streets and sidewalks in the Metro Everett subarea and encourage non-motorized forms of transportation.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Downtown Streetscape Planting Renovation”, Fund 354, Program 110.

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 design and construction is \$250,000.

Section 4. The sum of \$250,000 is hereby appropriated to Fund 354, Program 110 “Downtown Streetscape Planting Renovation” project.

A. Use of Funds		
Design and Construction Costs		<u>\$250,000</u>
Total		\$250,000
B. Source of Funds		
Community Development Block Grant		<u>\$250,000</u>
Total		\$250,000

- 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: _____





To: City Council Members

From: Cassie Franklin, Mayor

Re: Appointment to Boards and Commissions

Date: February 5, 2026

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, February 11, I will be asking for your concurrence on the following appointments:

To the Diversity Advisory Board

- Tom Clarke, Pos #4- term expiring 12/31/2027
- Lali Liparteliani, Pos #5- term expiring 12/31/2027
- Beverly Moore, Pos #6- term expiring 12/31/2027
- Damarcus Thomas, Pos #7- term expiring 12/31/2027
- Jose Villalaz, Pos #9- term expiring 12/31/2027
- Jeanne Bell, Pos #10- term expiring 12/31/2027
- Zaid Almahna, Pos #11 – term expiring 12/31/2027
- Terry Lott, Pos #12 – term expiring 12/31/2027
- Natalia Tune, Pos #13 – term expiring 12/31/2027
- Allan Martineau, Pos #14 – term expiring 12/31/2027
- Amara Jambai, Pos #15 – term expiring 12/31/2027

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie', with a long, sweeping horizontal line extending to the right.

Cassie Franklin
Mayor, City of Everett

c. Jennifer Gregerson and Chelsea Monroe

**Office of the Mayor
CASSIE FRANKLIN**



2930 Wetmore Ave., Ste. 10-A
Everett, WA 98201



425.257.7115
425.257.8729 fax



everettwa.gov



EVERETT CITY COUNCIL Public Comment Form

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

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

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](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: Feb 11 2026

NAME (required): William Parent

CITY (required): Silver Lake ZIP (required): 98708

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 #: 8-3-10

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

