



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 98101
	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

02/12/2026

Date

ATTEST



Office of the City Clerk



Signature: _____

Name of Signer: Lynn Stephens

Signer's Email Address: lstephens@BrwnCald.com

Title of Signer: Senior Manager



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)**

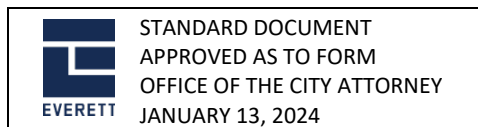


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

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

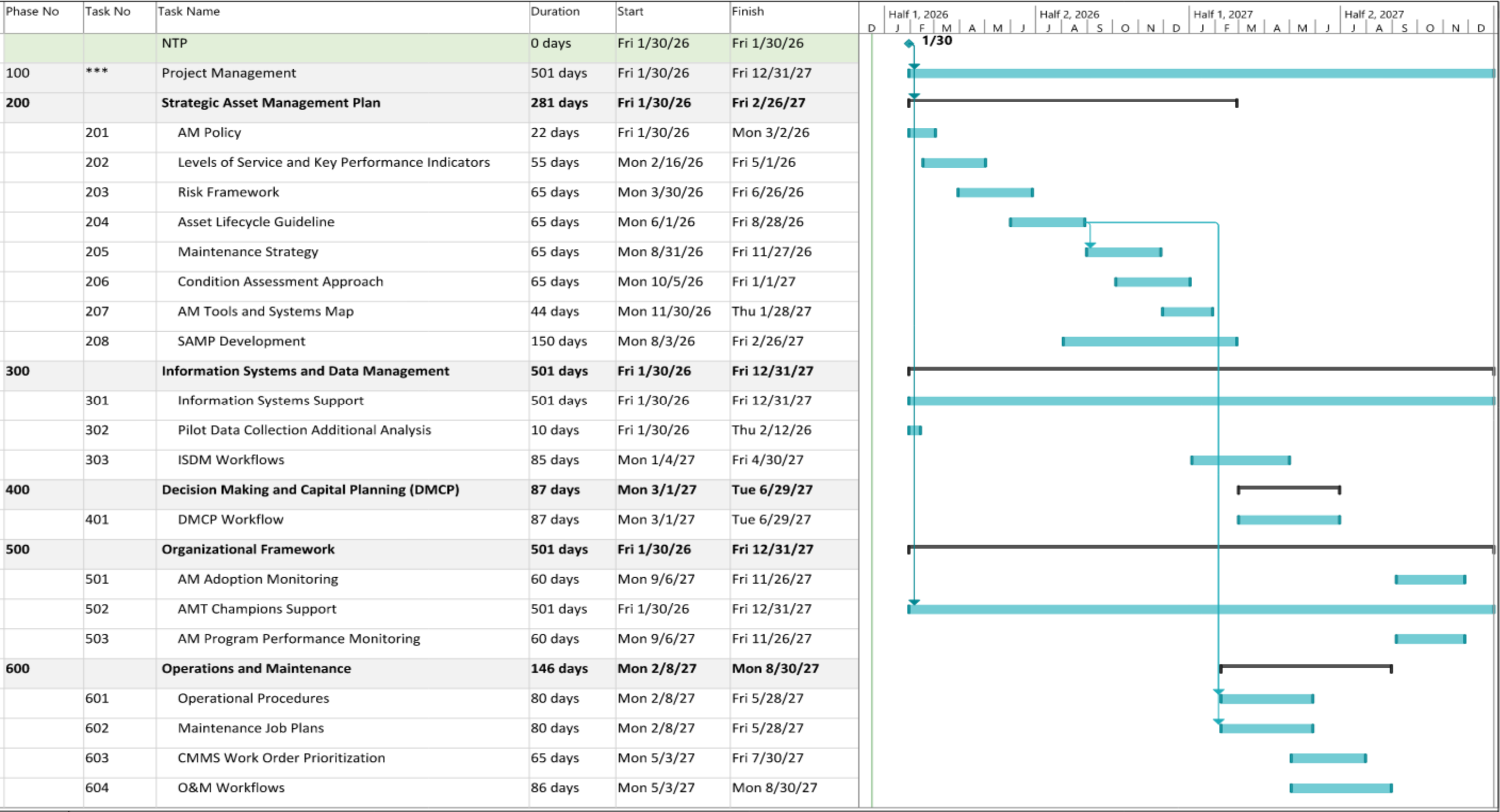
- To be determined.

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.











Brown and Caldwell_Asset Management Program Ph 1_PSA_JM_2026.02.11_SD

Final Audit Report

2026-02-12

Created:	2026-02-12
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn9ncUDSviXMDk3RAC4vVPYITLQAM6Ufc

"Brown and Caldwell_Asset Management Program Ph 1_PSA_JM_2026.02.11_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-02-12 - 7:32:13 PM GMT
-  Document emailed to Jeffrey Marrs (JMarrs@everettwa.gov) for approval
2026-02-12 - 7:33:23 PM GMT
-  Email viewed by Jeffrey Marrs (JMarrs@everettwa.gov)
2026-02-12 - 8:17:27 PM GMT
-  Document approved by Jeffrey Marrs (JMarrs@everettwa.gov)
Approval Date: 2026-02-12 - 8:30:23 PM GMT - Time Source: server
-  Document emailed to Lynn Stephens (lstephens@brwncald.com) for signature
2026-02-12 - 8:30:25 PM GMT
-  Email viewed by Lynn Stephens (lstephens@brwncald.com)
2026-02-12 - 8:30:48 PM GMT
-  Document e-signed by Lynn Stephens (lstephens@brwncald.com)
Signature Date: 2026-02-12 - 9:51:23 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2026-02-12 - 9:51:25 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2026-02-12 - 10:13:08 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2026-02-12 - 10:13:27 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2026-02-12 - 10:13:29 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)


2026-02-12 - 11:33:04 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2026-02-12 - 11:33:16 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2026-02-12 - 11:33:19 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2026-02-12 - 11:35:01 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2026-02-12 - 11:35:09 PM GMT - Time Source: server

 Agreement completed.

2026-02-12 - 11:35:09 PM GMT