



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	BHC Consultants, LLC
	1601 5th Ave Suite 500, Seattle, WA 98101 Seattle, WA 98101
	Tom.Giese@bhconsultants.com
City Project Manager	James Fuchs
	City of Everett – Public Works 2930 Wetmore Ave., 10-C Everett, WA 98201
	JFuchs@everettwa.gov
Brief Summary of Scope of Work	BHC’s scope of work is to provide the project design and engineering services support for the TFI Bar Screen Repair Project
Completion Date	December 31, 2026
Maximum Compensation Amount	\$93,983

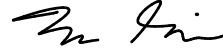
BASIC PROVISIONS	
Service Provider Insurance Contact Information	Elizabeth Valle
	619-234-6848
	evalle@cavnac.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="text-align: center;">Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p style="text-align: center;">Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

BHC CONSULTANTS, LLC



Cassie Franklin, Mayor

Signature: _____

05/01/2026

Name of Signer: Tom Giese

Signer's Email Address:

Tom.Giese@bhconsultants.com

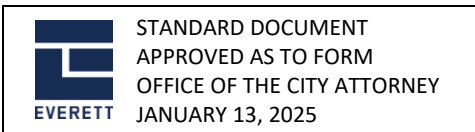
Date

Title of Signer: Vice President

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)

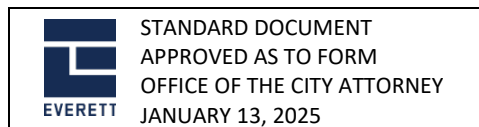


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK
EXHIBIT A
SCOPE OF SERVICES

Background

The City of Everett, Washington (City) has selected BHC Consultants, LLC (BHC) to provide engineering services for the WPCF TFI Bar Screen Pipe Repair Project. The City issued a notice-to-proceed letter dated January 21, 2026 to get BHC started immediately on this work with the understanding that a professional services agreement would be prepared and executed in parallel with the work and work completed prior to execution of the agreement would be paid on a time and materials basis.

The City recently completed the construction of a bypass pipeline for the TFI bar screen that involved connecting a new 36-inch bypass pipeline between existing Diversion Structure No. 2 and a new junction vault installed along the 48-inch trickling filter influent (TFI) pipeline. Since completion of this project, the City has noticed settling in the area that had been excavated for installation of the bypass pipeline and junction vault and substantial rapid settling around the southeast side of the recirculation/bypass flow control structure where the 48-inch TFI pipeline exits the structure. On further investigation, the City noticed that the 48-inch TFI pipeline has separated from the structure. In addition to this, an existing coupling located downstream of the 90-degree elbow has separated from one end along the 48-inch secondary effluent (SE) pipeline exiting the southeast side of the Recirculation/Bypass Flow Control Structure. It is believed these separations induced scouring from the exiting water that created a significant void leading to the recent rapid settling.

The initial settling might be due to heavier backfill, soil freezing utilized for excavation, and/or insufficient compaction. The City utilized a third party testing firm to perform compaction tests during construction, so presumably sufficient compaction was achieved. Due to the number of pipes and conduits in the excavated area, soil freezing was utilized for both shoring and groundwater control, which avoided the complication of placing sheet piles in the congested area and settling induced by removal of groundwater. Freezing the soil does cause some expansion (heave), but this did not appear to be a significant problem during construction. Some heaving was noticed at the existing 48-inch TFI pipe, primarily due to wetting of the frozen soil from rain, but this was kept to a relative minimum by keeping the area covered to maintain the soil as dry as possible. The design originally included hog fuel as part of the backfill to reduce the net weight of the backfill to be approximately equal to that of the soils removed. Although the hog fuel would have only be used in the lower portion of the excavation that should normally be below the groundwater table, the City was still concerned about potential for settlement due to degradation of the hog fuel and so desired to instead use all gravel borrow for backfill between the pipe bedding and asphalt subbase material, which resulted in a net weight exceeding the in situ soils. Although the weight of the bypass junction box, even filled with water, is less than the weight of the native soils removed, heavier backfill could also induce settling of this structure by acting upon the base extending out from the sides of the structure (needed to prevent uplift if the structure is empty) and inducing settling in adjacent soils.

This project involves the design of emergency repairs to the leaking 48-inch TFI pipeline at the TFI bar screen structure and separation of the existing coupling along the 48-inch SE pipeline, as well as replacing the TFI bar screen dumpster pad and resetting an existing electrical vault that were undermined by the settling and restoring grade and the asphalt surfacing in the

surrounding area. The proposed pipe repairs include replacement of the existing couplings at the existing elbows just downstream of the Recirculation/Bypass Flow Control Structure along the 48-inch TFI and 48-inch SE pipelines and replacement of the pipe section connecting the 48-inch TFI pipeline to the outlet of the structure.

The scope of services includes design and bid assistance associated with the project elements necessary to prepare bid documents and assist the City with bidding, and engineering services during construction.

Scope of Services

Task 100 – Project Management

Objectives

Monitor, control, and adjust effort in alignment with scope, schedule, and budget as well as provide ongoing reporting of progress and monthly invoices. Also, provide coordination with BHC staff and City personnel and conduct quality control (QC) reviews.

BHC Services

1. Prepare Scope of Services and budget.
2. Coordinate and manage the project team.
3. Prepare monthly invoices formatted in accordance with contract terms.
4. Project Manager will keep the City informed of progress and any information needs or issues that arise.
5. Provide QC review of deliverables prior to delivery in accordance with BHC QA/QC policies.

City of Everett Responsibilities

1. Processing and payment of invoices in accordance with the Professional Services Agreement.
2. Follow-up on information requests and notification of any issues or concerns.

Assumptions and Meetings

1. Project management duties are limited to design, bid assistance and services during construction with an assumed duration of up to eight (8) months.
2. Invoices will be BHC standard invoice format. Each invoice will have a distinct number for tracking purposes.
3. Incidental miscellaneous expenses (e.g., travel reimbursement, etc.) do not require submittal of backup statements.

Deliverables

1. Scope of Services and budget (e-mailed electronic file) for design, bid assistance, and engineering services during construction.
2. Monthly invoices (e-mailed Adobe PDF file).
3. Written summary notes (e-mail) describing decisions, direction, action items, or issues associated with the project.

Task 200 – Design

Objectives

This effort shall include the evaluation of alternatives to make the necessary repairs and development of design documents for construction of the recommended repairs. The identification of alternatives, alternatives evaluation, and recommendations will be included in a preliminary design technical memorandum. Recommendations from the preliminary design task will be carried forward into the design task. The design task will prepare bid-ready plans, specifications, and an opinion of probable construction cost (OPCC) based on the recommended improvements.

BHC Services

The design services for this task will be conducted under three (3) separate subtasks (preliminary design, 90 percent design, and final design). The work to be included under each subtask is as follows:

Subtask 201 – Preliminary Design:

1. Prepare a brief draft technical memorandum summarizing the findings, evaluations, and recommendations, which the City will utilize to provide direction for the 90% design via comments received from review of the preliminary design. This direction will be captured in a final revised version of the technical memorandum.
2. One (1) site visit is to be held with the City to review the current conditions and discuss initial alternatives.
3. Perform QC review of the draft preliminary design technical memorandum.

Subtask 202 - Ninety (90) Percent Design:

1. Prepare 90 percent design level drawings, which includes initial development of all drawings.
2. Prepare 90 percent design level specifications, which includes initial development of all technical specifications, including Division 01 specifications. Additionally, BHC will enter project specific information into the standard Division 00 specifications provided by the City.
3. Prepare 90 percent design level opinion of probable construction cost for the project.
4. Perform a QC review of the 90 Percent Design Submittal for the project. QC review will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.
5. Submit 90 Percent Design Submittal for the project including plans, specifications, and opinion of probable construction costs.
6. Conduct one (1) site visit with the City to discuss comments on the 90 Percent Design Submittal and perform site verification, as necessary, of critical information and conditions.

Subtask 203 – One Hundred (100) Percent Design:

1. Address 90 Percent Design Submittal City review comments. Prepare and submit responses to all City review comments.

2. Prepare 100 percent drawings and specifications for the project.
3. Prepare 100 percent opinion of probable construction cost for the project.
4. Submit electronic copies of the 100 percent documents to the City for final review.

Subtask 204 - Final Construction Bid Documents:

5. Address 100 Percent Design Submittal City review comments. Prepare and submit responses to all City review comments.
6. Prepare construction bid level drawings and specifications for the project.
7. Prepare final opinion of probable construction cost for the project.
8. Submit electronic copies of the stamped and signed final bid documents to the City.

City of Everett Responsibilities

1. Provide available record drawings and other information (e.g., photos, dimensions, etc.) as requested.
2. Provide written review comments on the draft preliminary design technical memorandum.
3. Review the 90 Percent Design Submittal and provide written comments.
4. Confirm responses to comments on the 90 Percent Design Submittal adequately address City comments and provide follow-up comments as needed.
5. Provide Division 00 specification sections in Word format.

Assumptions and Meetings

1. No structural, mechanical, architectural, electrical, or instrumentation drawings will be required for the design.
2. Project specifications will utilize the 6-digit Construction Specifications Institute (CSI) format.
3. Two (2) site visits by one (1) BHC staff member during the design process. Site visit duration, including travel time and follow-up, is up to 6 hours.
4. Surveying is not required.

Deliverables

1. Electronic copy (Adobe PDF format) each of Draft and Final Preliminary Design Technical Memorandum.
2. Electronic copy (Adobe PDF format) of 90 and 100 percent drawings, specifications, and OPCC for the project. Drawings to be submitted as half-size.
3. Electronic copy (Excel) of responses to the City's comments on the 90 and 100 Percent Design Submittals.
4. Electronic copy (Adobe PDF format) of Final Construction Bid Documents for the project, stamped and signed and editable electronic copies (Microsoft Word files) of the Division 0 and 1 specifications.
5. Electronic copy of the CAD drawing files.

Task 300 – Bid Assistance

Objectives

This effort shall assist the City during the bidding process.

BHC Services

1. Up to two (2) BHC staff members will attend the first pre-bid meeting for the project, or one (1) BHC staff member could attend both pre-bid meetings.
2. Provide technical review and responses to bidder questions.
3. Assist the City in preparing addenda for the project.
4. Assist the City with verifying bids for the project.
5. Preparation of conformed drawings incorporating addenda issued during bidding.

City of Everett Responsibilities

1. Advertise the project in the DJC and local newspaper(s).
2. Submit bid documents and addenda for the project to Builder's Exchange.
3. Receive bidder questions and issue addenda.

Assumptions and Meetings

1. There will be two (2) pre-bid meetings for the project.
2. BHC will not need to attend the bid opening.
3. BHC will respond to up to ten (10) bidder questions for the project.
4. BHC will help prepare up to two (2) addenda for the project.

Deliverables

1. Responses to bidder questions, as required.
2. Draft addenda, as needed.
3. Electronic copy (Adobe PDF format) of conformed drawings and specifications.

Task 400 – Engineering Services During Construction

Objectives

This effort shall assist the City during the construction process.

BHC Services

1. Review submittals and RFIs.
2. Assist the City with change orders.
3. Attend project kickoff meeting.
4. Attend progress meetings, site visits, or other special meetings, as needed.
5. Prepare record drawings.

City of Everett Responsibilities

1. Conduct project kickoff meeting.
2. Provide the construction administration and observation.
3. Provide all coordination with the contractor.

4. Prepare change orders.
5. City to oversee and provide technical support during testing.

Assumptions and Meetings

1. BHC to review and prepare responses for up to 10 submittals.
2. BHC to respond to up to 8 RFIs.
3. BHC to participate in up to three (3) virtual meetings lasting one hour each with up to two (2) persons attending.
4. BHC to make one (1) site visit with one (1) person attending, as well as attend the project kickoff, each allocated six (6) hours including travel.
5. BHC not to participate in testing or construction observation.

Deliverables

1. Response to submittals and RFIs.
2. Electronic copies (PDF and CAD files) of project record drawings.

Task 500 – Additional Services as Requested by the Owner

Objective

This task has been included to cover additional work identified by the City not included in the Scope of Services. A budget of \$5,000 is assigned to this task.

Fee

The consultant fee estimated for Tasks 100, 200, 300, 400, and 500, including other direct costs (ODCs) is \$93,983. A detailed breakdown of the Level of Effort is attached and labeled Exhibit B. ODCs are based on a mileage rate of \$0.725 per mile.

Schedule

The schedule lengths for Tasks 100, 200, 300, and 400 are as follows:

- Task 100: Project Management 8 months
- Task 200: Design 2 months
 - Task 201: Preliminary Design 2 weeks
 - Task 202: 90 Percent Design 2 weeks
 - Task 203: 100 Percent Design 1 month
 - Task 204: Final Construction Bid Documents 1 month
- Task 300: Bid Assistance 2 months
- Task 400: Engineering Services During Construction 4 months

CITY OF EVERETT - TFI BAR SCREEN PIPE REPAIR (Project No. UT3851-1-4)							Date:	30-Mar-26
PROJECT HOURS, EXPENSES AND FEE ESTIMATE							EXHIBIT B	
Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)					Total Hours	Cost
		Task 1	Task 2	Task 3	Task 4	Task 5		
		Project Management	Design	Bid Assistance	Engineering Services During Construction	Additional Services as Requested by the Owner		
1 Project Manager (T. Giese)	\$ 98.00	22	103	16	34		175	\$ 17,150
2 Principal in Charge / QC (C. Ochiltree)	\$ 106.00	3	0	0	0		3	\$ 318
3 Project Engineer (S. Krishnamurthy)	\$ 61.00	8	42	21	37		108	\$ 6,588
4 Structural Engineer (N. Jacoby)	\$ 76.50	0	4	2	4		10	\$ 765
5 CADD Lead (T. Muench)	\$ 62.00	0	18	2	2		22	\$ 1,364
6 CADD Tech (A. Bradley)	\$ 49.00	0	36	4	6		46	\$ 2,254
7 Project Assistant (C. Marganelli)	\$ 43.00	0	12	2	0		14	\$ 602
8 Sr. Project Assistant (S. Fritchman)	\$ 58.00	0	12	0	0		12	\$ 696
9 Project Administrator (P. Coughlin)	\$ 48.00	10	0	0	0		10	\$ 480
							-	\$ -
Total Task Hours		43	227	47	83	0	400	
Subtotal Direct Salary Cost (DSC), \$		3,442	17,054	3,408	6,313	0		\$ 30,217
Overhead on DSC (Indirect cost) @, %	161.18%	5,548	27,488	5,493	10,175	0		\$ 48,704
Total Labor Cost, \$		8,990	44,542	8,901	16,488	0		\$ 78,921
Expenses, \$		Task 1	Task 2	Task 3	Task 4	Task 5	Total Hours	Expenses
		Project Management	Design	Bid Assistance	Engineering Services During Construction	Additional Services as Requested by the Owner		
1 Reimbursable Expenses			197	197	197	5,000		\$ 5,591
2 Communication Charge (3% of labor)								\$ -
3 Expense								\$ -
4 Per Labor Hr. Tech. Charge		0	0	0	0	0		\$ -
Total Expenses, \$		0	197	197	197	5,000		\$ 5,591
TOTAL LABOR AND EXPENSES		8,990	44,739	9,098	16,685	5,000		\$ 84,512
Subconsultant Expenses, \$		Task 1	Task 2	Task 3	Task 4	Task 5	Total Hours	Sub Expenses
		Project Management	Design	Bid Assistance	Engineering Services During Construction	Additional Services as Requested by the Owner		
1 Subconsultant (ADS Utility Locates)								\$0
2 Subconsultant (Surveyor)								\$0
3 Subconsultant (Permitting)								\$0
4 Subconsultant (Mechanical - HVAC)								\$0
TOTAL SUBCONSULTANTS		0	0	0	0	0		\$0
Subconsultant Admin Mark-up, %	5.00%	0	0	0	0	0		\$0
Subtotal Cost by Task		8,990	44,739	9,098	16,685	5,000		\$ 84,512
Fee/Profit (as % of Total DSC & Overhead)	12.00%	1,079	5,345	1,068	1,979	0		\$ 9,471
Next Year's Labor Escalation*	4.00%	0	0	0	0	0		\$ -
TOTAL ESTIMATED COST AND FEE, \$		Task 1	Task 2	Task 3	Task 4	Task 5	Total Hours	Total
		Project Management	Design	Bid Assistance	Engineering Services During Construction	Additional Services as Requested by the Owner		
		10,069	50,084	10,166	18,664	5,000		\$ 93,983

* Next year's labor escalation was calculated assuming 0.00% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	2.93
Fee/Profit as a % of DSC Only	31.34%

	Project Manager	QC	Project Engineer	Structural Engineer	CADD Lead	CADD Tech	Proj. Asst.	Sr. Proj. Asst.	Project Admin	
Task 100										
Prepare Scope of Services and Budget	4		8							
Coordinate and Manage Project Team	4									
Prepare Monthly Invoices	4								10	Assume time for setup and up to 6 invoices
Project Communications with City	8									Assume 1 hr per meeting for 8 months
QA/QC of Deliverables	2	3								
TASK 100 TOTAL	22	3	8	0	0	0	0	0	10	
Task 201										
Site Visit (6 hrs each with travel time) and follow-up	6									This includes the preliminary design review meeting and site visit combined
Draft and Final Technical Memorandum and Review Meeting	20		3							
Task 202										
Prepare 90% Submittal	35		33	4	12	17	6	7		
Site Visit (6 hrs each with travel time) and follow-up	6									This includes the 90% design review meeting and site visit combined
Task 204										
Responses to City Comments	8									
Prepare 100% Drawings	8				3	15				
Prepare 100% Specs	6		2				2	4		
100% OPCC	2									
Submit 100% Documents	2		1		1					
Task 204										
Responses to City Comments	2									
Prepare Final Drawings	2				1	4				
Prepare Final Specs	2		2				4	1		
Final OPCC	2									
Submit Final Documents	2		1		1					
TASK 200 TOTAL	103	0	42	4	18	36	12	12	0	
Task 300										
Pre-Bid Meeting	6		6							
Responses to Bidder Questions	4		4	2						
Assist with Preparing Addenda	3		6							
Assist with Verifying Bids	1		1							
Conformed Documents	2		4		2	4	2			
TASK 300 TOTAL	16	0	21	2	2	4	2	0	0	
Task 400										
Review Submittals	10		18	2						Assume up to 10 submittals at 3 hrs ea
Review RFIs	6		8	2						Assume up to 8 RFIs at 2 hrs ea
Assist City with Change Orders	2		4							Assume 2 change orders
Project Kickoff	6									
Additional meetings and site visits	6									
Virtual Meetings with City	3		3							Assume 3 meetings, 1 hr ea
Record Drawings	1		4		2	6				
TASK 400 TOTAL	34	0	37	4	2	6	0	0	0	

**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.










BHC Consultants, LLC_WPCF TFI Bar Screen Repair_PSA_JF_2026.04.29_SD

Final Audit Report

2026-05-04

Created:	2026-04-30
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEQuBAyWsWVdv3ICna1m44dgxwelm6RMU

"BHC Consultants, LLC_WPCF TFI Bar Screen Repair_PSA_JF_2026.04.29_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-04-30 - 9:03:56 PM GMT
-  Document emailed to jfuchs@everettwa.gov for approval
2026-04-30 - 9:04:38 PM GMT
-  Email viewed by jfuchs@everettwa.gov
2026-04-30 - 9:05:46 PM GMT
-  Signer jfuchs@everettwa.gov entered name at signing as James Fuchs
2026-04-30 - 9:41:40 PM GMT
-  Document approved by James Fuchs (jfuchs@everettwa.gov)
Approval Date: 2026-04-30 - 9:41:42 PM GMT - Time Source: server
-  Document emailed to tom.giese@bhccconsultants.com for signature
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-  Email sent to tom.giese@bhccconsultants.com bounced and could not be delivered
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-  Marista Jorve (mjorve@everettwa.gov) replaced signer tom.giese@bhccconsultants.com with Tom.Giese@bhccconsultants.com
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-  Document emailed to Tom.Giese@bhccconsultants.com for signature
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 Signer Tom.Giese@bhconsultants.com entered name at signing as Tom Giese


2026-05-01 - 1:49:18 AM GMT

 Document e-signed by Tom Giese (Tom.Giese@bhconsultants.com)


Signature Date: 2026-05-01 - 1:49:21 AM GMT - Time Source: server

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2026-05-01 - 11:21:16 PM GMT

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Signature Date: 2026-05-04 - 3:57:40 PM GMT - Time Source: server

 Agreement completed.

2026-05-04 - 3:57:40 PM GMT