



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 Constultants, LLC
	1601 5th Ave Suite 500 Seattle, WA 98101
	tom.giese@bhconsultants.com
City Project Manager	Matt Gagner
	City of Everett – Public Works 2930 Wetmore Ave., 10-C Everett, WA 98201
	mgagner@everettwa.gov
Brief Summary of Scope of Work	BHC’s scope of work is to provide the project design and engineering services in support of the DS1 Gate 2 replacement and the SC3 Launder repair.
Completion Date	December 31, 2027
Maximum Compensation Amount	\$169,488.00

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



Tom Giese

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Tom Giese

Signer's Email Address: tom.giese@bhconsultants.com

Title of Signer: Vice President

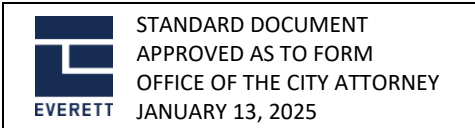
06/12/2026

Date

ATTEST



Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

- (1) Service Provider is free from control or direction over the performance of the service; and
- (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
- (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

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

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

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

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

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

END OF GENERAL PROVISIONS
(v.1.13.25)

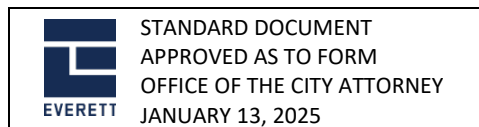


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)



1601 Fifth Avenue, Suite 500
Seattle, Washington 98101

p. 206.505.3400
f. 206.505.3406

EXHIBIT A

SCOPE OF SERVICES

City of Everett

WPCF Gate Replacement and Clarifier Launder Repair

Statement of Understanding

The City of Everett (City) owns and operates the Water Pollution Control Facility (WPCF). Diversion Structure No. 1 (DS-1) at the WPCF is used to control how much of the influent wastewater is sent to the aeration ponds versus the primary clarifiers, after passing through the headworks. An 8-foot wide by 6-foot high downward opening weir gate is positioned based on level to divert the desired amount of flow to the aeration ponds. Due to the width of the gate, it has two stems, one near each end. A single actuator rotates a shaft that actuates connects to a gearbox at each end to drive the two stems simultaneously. Recently, the gate got out of alignment while being positioned and caused the frame and several anchors to become bent. The City replaced the actuator, shaft, and gear boxes and repaired the gate as best they could, though there is still some leakage around the gate due to the inability to restore the tolerances and grout seal around the frame due to the damage. Additionally, the gate is nearly 20 years old. For these reasons, the City wants to replace the existing gate. The City has purchased a replacement gate that will be provided as owner-furnished equipment. The existing actuator and gearboxes and associated shaft and pedestals are to be reused. The City has asked BHC to prepare project bid documents for installation of the new gate by a contractor. Installation of the new gate will require the following elements of work by the contractor:

- Removal and replacement of the existing diamond plate.
- Removal and replacement of the associated level sensors.
- Removal and replacement of the existing gearboxes and associated shaft and pedestals. The City will remove and replace the existing actuator.
- Demolition of abandoned conduit and supports (as required).
- Demolition of the existing bracket supports for the gearbox and actuator pedestals.
- Demolition of the existing gate and associated grout seal.
- Inspection of the existing anchors.
- Cutting existing anchors that are bent, scored, corroded, or have significant cracks emanating from the anchor holes.
- Drilling and installing new anchors to replace damaged anchors.
- Drilling new holes in the gate frame to align with new anchor placement.
- Installing the new gate and frame.
- Installing the new bracket supports for the gearbox and actuator pedestals.
- Grouting around the frame to seal between the gate and existing concrete wall.
- Testing operation of the gate and adjusting the gate to prevent leakage. The City will set the limit switches controlling travel of the gate.

In addition to replacing the weir gate at DS-1, the City also wants the project to include repairs of damage to the effluent launder at Secondary Clarifier No. 3, which was constructed in 2014. A pipe was installed between the baffle and the weir to introduce some chlorine to provide some pre-chlorination prior to disinfection and also help reduce algae growth on the weir and effluent launder. The chlorine can penetrate the porous concrete and dissolve the cement, leading to erosion of the surface and exposed aggregate, which is evident throughout the effluent launder. Additionally, if the chlorine can penetrate further through cracks it can come in contact with reinforcing steel where it will destroy the protective passive layer on the steel and form expansive rust causing cracking, spalling, and staining. There appears to be one location the City has identified where formation of expansive rust may have occurred, as evident by significant spalling. It appears there may have been a cold joint in this location that might have provided a pathway for the chlorine to penetrate. However, given the depth of spalling is relatively shallow (1 to 2 inches deep), no rebar is visible, and the wall is 8 inches thick with a single mat of rebar likely located near the center, it appears the corrosion may not have reached the reinforcing steel yet. The City has asked BHC to also include repair of the launder corrosion and coating of the launder in the project bid documents to be prepared. The City would like to have the launder coated with PPG Raven 405 following the repairs. This would include coating the launder from the top of the weir wall down and across the launder and up the opposite wall at least equal to the height of the weir wall. It is anticipated that a key-in will need to be saw cut to properly terminate the coating along each side.

The following Scope of Services is for preparation of the bid documents for the project reference above and providing bid assistance and engineering services during construction of the project.

Scope of Services

The Scope of Services tasks are separated into five (5) components where applicable:

1. Work Tasks: tasks that will be completed by the Consultant;
2. Receivables: elements that will be provided by the Client;
3. Deliverables: finished products that will be delivered to the Client (electronic copies unless noted otherwise);
4. Assumptions: assumptions used to characterize and budget for each Work Task; and
5. Meetings: planned meetings with the Client to facilitate the work.

The following tasks have been identified for this Project and are listed below, followed by a more detailed description of each task.

- Task 1 – Project Management and Quality Assurance/Quality Control (QA/QC) Reviews
- Task 2 – Design
- Task 3 – Bid Assistance
- Task 4 – Engineering Services During Construction
- Task 5 – Additional Services

Task 1 – Project Management and QA/QC Reviews

Project Management is performed throughout the duration of the Project. This includes project scoping, technical oversight, team coordination, client communications, invoicing, tracking progress, and QA/QC reviews.

Work Tasks:

1.1 Project Scoping.

- BHC will conduct a site visit with the City to review the project and prepare a Scope of Services and budget for the Project.

1.2 Project Setup and Invoicing.

- BHC will enter the Project into the accounting system, prepare monthly invoices, and track progress.

1.3 Client Communications.

- Prepare monthly status reports and conduct as-needed communications with the Client to facilitate the work and keep the Client informed of information needs or issues that arise. Monthly status reports will be an email overview of project status provided with each invoice.

1.4 Project Team Coordination.

- Conduct periodic team meetings to plan, organize, and coordinate the work and provide technical oversight and direction. Monitor, control, and adjust effort in alignment with the scope, schedule, and budget.

1.5 QA/QC Reviews.

- BHC will conduct an internal QA/QC review of deliverables. The QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts. Internal review comments will typically be incorporated prior to delivery of work products, though this may be adjusted to meet schedule demands.

Receivables:

- Executed Contract and Notice-to-Proceed.

Deliverables:

- Scope of Services and budget.
- Invoices.
- Monthly status reports.

Assumptions:

- BHC's standard invoice format will be utilized.
- Incidental miscellaneous expenses (e.g., travel reimbursement, etc.) do not require submittal of backup statements.

- Project will be completed before December 31, 2027.
- As-needed and periodic communications with the Client will be virtual.

Meetings:

- None.

Task 2 – Design

BHC will prepare drawings, specifications, and opinions of probable construction cost (OPCCs) for the Project. BHC will prepare 50%, 90%, and 100% design submittals for review by the Client, address Client comments on each, and produce final bid documents.

Work Tasks:

2.1 50% Design.

- Prepare 50% design drawings, which includes development of drawings as identified in the assumptions below.
- Prepare 50% specifications, which includes development of a table of contents major technical specifications as identified in the assumptions below.
- Prepare a 50% OPCC for the project. The level and accuracy of the estimate will be as identified in the assumptions below.
- Submit the 50% Design Submittal for the project including drawings, specifications, and OPCC.

2.2 90% Design.

- Client comments on the 50% Design Submittal will be addressed and incorporated into the 90% Design submittal.
- Prepare 90% design drawings, which includes development of all remaining drawings as identified in the assumptions below.
- Prepare 90% specifications, which includes development of all remaining specification sections as identified in the assumptions below. This includes preparation of Division 00 specifications by entering project specific information into the standard Division 00 specifications provided by the Client.
- Prepare a 90% OPCC for the project by updating the 50% OPCC. The level and accuracy of the estimate will be as identified in the assumptions below.
- Submit the 90% Design Submittal for the project including drawings, specifications, and OPCC.

2.3 100% Design.

- Client comments on the 90% Design Submittal will be addressed and incorporated into the 100% Design submittal. No additional drawings or specifications will be prepared.
- Submit the 100% Design Submittal for the project including drawings, specifications, and OPCC.

2.4 Final Bid Documents.

- Client comments on the 100% Design Submittal will be addressed and incorporated into the Final Bid Documents. No additional drawings or specifications will be prepared.
- Submit the Final Bid Documents for the project including drawings, specifications, and OPCC. Final Bid Documents will be stamped and signed by a registered professional engineer.

2.5 Site Visits.

- BHC will conduct two (2) verification site visits to review the 50% and 90% design submittals and existing conditions for compatibility, conflicts, and accuracy. Each site visit will be attended by two (2) team members from BHC. Site visit duration, including travel time, will be up to 6 hours.

Receivables:

- Client standard front-end documents in electronic format.
- Consolidated 50% Design comments.
- Consolidated 90% Design comments.
- Consolidated 100% Design comments.

Deliverables:

- Electronic copy of 50% Design Submittal.
- Electronic copy of 90% Design Submittal and responses to 50% Design Client comments.
- Electronic copy of 100% Design Submittal and responses to 90% Design Client comments.
- Electronic copy of Final Bid Documents and responses to 100% Design Client comments.
- Electronic copy of CAD drawing files and Word specification files.

Assumptions:

- No mechanical, architectural, electrical, or instrumentation drawings will be required for the design.
- Project specifications will utilize the 6-digit Construction Specifications Institute (CSI) format.
- Surveying and permitting are not required and the project is exempt from the SEPA process as the work is related to maintenance activities.
- Approximately 11 drawings are expected to be included in the Bid Documents, as shown in the Preliminary Drawings List below. The Preliminary Drawing List also indicates which drawings are planned to be provided for each design submittal. Drawings submitted in prior submittals will be updated for subsequent submittals based on Client comments received and coordination with the other drawings as the design develops.

DWG #	Drawing Name	50%	90%	100%
G-1	COVER SHEET AND MAPS	✓	✓	✓
G-2	DRAWINGS INDEX, NOTES, AND PIPING SYMBOLS	✓	✓	✓

G-3	LEGEND, ABBREVIATIONS, AND DESIGNATIONS	✓	✓	✓
C-1	EXISTING SITE PLAN	✓	✓	✓
C-2	DIVERSION STRUCTURE NO. 1 DEMOLITION PLAN AND SECTIONS	✓	✓	✓
C-3	DIVERSION STRUCTURE NO. 1 PLAN AND SECTIONS	✓	✓	✓
C-4	DIVERSION STRUCTURE NO. 1 DETAILS		✓	✓
C-5	SECONDARY CLARIFIER NO. 3 PLAN AND SECTIONS	✓	✓	✓
C-6	SECONDARY CLARIFIER NO. 3 DETAILS		✓	✓
S-1	STRUCTURAL GENERAL NOTES		✓	✓
S-2	STRUCTURAL DETAILS	✓	✓	✓

- Approximately 40 specifications are expected to be included in the Bid Documents, as shown in the Preliminary List of Specifications below. Specifications will be prepared in 6-digit CSI format. The Preliminary List of Specifications also indicates which specifications are planned to be provided for each design submittal. Specifications submitted in prior submittals will be updated for subsequent submittals based on Client comments received and coordination with the other specifications as the design develops. The Client will provide an electronic copy of their most recent standard Division 0 specifications, which BHC will tailor for the Project.

SPEC #	Specification Name	50%	90%	100%
00 11 13	ADVERTISEMENT FOR BIDS		✓	✓
00 21 13	INSTRUCTIONS TO BIDDERS		✓	✓
00 22 13	SUPPLEMENTAL INSTRUCTION TO BIDDERS		✓	✓
00 25 13	MANDATORY PRE-BID MEETING		✓	✓
00 41 13	BID FORM		✓	✓
00 43 13	BID SECURITY FORM		✓	✓
00 45 13	BIDDER QUALIFICATION STATEMENT		✓	✓
00 45 19	NON-COLLUSION AFFIDAVIT		✓	✓
00 45 39	RCW 35.22.650 CERTIFICATION		✓	✓
00 52 13	AGREEMENT FORM		✓	✓
00 61 13	PERFORMANCE BOND AND PAYMENT BOND		✓	✓
00 61 23	RETAINAGE BOND		✓	✓
00 61 25	RETAINAGE ESCROW AGREEMENT		✓	✓
00 63 63	CHANGE ORDER – AGREED		✓	✓
00 63 95	CHANGE ORDER – UNILATERAL		✓	✓
00 72 00	GENERAL CONDITIONS		✓	✓

00 73 43	WAGE RATE REQUIREMENTS		✓	✓
01 11 00	SUMMARY OF WORK		✓	✓
01 22 20	MEASUREMENT AND PAYMENT		✓	✓
01 26 00	CONTRACT MODIFICATION PROCEDURES		✓	✓
01 26 02	RFI TEMPLATE		✓	✓
01 29 00	PAYMENT PROCEDURES		✓	✓
01 29 73	SCHEDULE OF VALUES		✓	✓
01 31 19	PROJECT MEETINGS		✓	✓
01 32 11	CONSTRUCTION CONSTRAINTS AND SEQUENCE	✓	✓	✓
01 32 16	CONSTRUCTION PROGRESS SCHEDULE		✓	✓
01 33 00	SUBMITTALS		✓	✓
01 35 29	HEALTH AND SAFETY		✓	✓
01 35 53	SECURITY PROCEDURES		✓	✓
01 50 00	TEMPORARY FACILITIES AND CONTROLS		✓	✓
01 60 00	MATERIALS AND EQUIPMENT		✓	✓
01 74 23	FINAL CLEANING		✓	✓
01 77 00	CLOSEOUT PROCEDURES		✓	✓
01 79 39	RECORD DRAWINGS		✓	✓
02 41 00	DEMOLITION, CUTTING, AND PATCHING	✓	✓	✓
03 00 02	CAST-IN-PLACE CONCRETE, REINFORCING STEEL, AND GROUT		✓	✓
05 50 00	METAL FABRICATIONS		✓	✓
09 96 00	PROTECTIVE COATINGS	✓	✓	✓
35 22 00	HYDRAULIC GATES	✓	✓	✓

- OPCCs will be based on the following American Association of Cost Engineering (AACE) guidelines:
 - The 50% OPCC will reflect a Class 2 estimate (applicable for 30% to 75% design) with an expected accuracy range of -10% to +15%.
 - The 90% and 100% OPCCs will reflect a Class 1 estimate (applicable for 65% to 100% design) with an expected accuracy range of -5% to +10%.

Meetings:

- BHC will conduct a 50% Design Review Meeting with the Client’s staff to discuss their review comments. This meeting will be up to two (2) hours in duration and conducted remotely with two (2)

BHC team members attending. BHC will prepare minutes to document responses to Client comments. This meeting may be combined with a site visit if conducted in person.

- BHC will conduct a 90% Design Review Meeting with the Client's staff to discuss their review comments. This meeting will be up to two (2) hours in duration and conducted remotely with two (2) BHC team members attending. BHC will prepare minutes to document responses to Client comments. This meeting may be combined with a site visit if conducted in person.
- BHC will conduct a 100% Design Review Meeting with the Client's staff to discuss their review comments. This meeting will be up to one (1) hour in duration and conducted remotely with two (2) BHC team members attending. BHC will prepare minutes to document responses to Client and permitting agency comments.

Task 3 – Bid Assistance

BHC will provide assistance to the Client during the bid period as indicated below. This will include attendance at pre-bid meetings, response to bidder questions, preparation of addenda, and assistance with evaluation of bids.

Work Tasks:

3.1 Pre-Bid Meetings.

- BHC will attend the pre-bid meetings. This will include providing input on the agenda and documenting bidder questions.

3.2 Addenda.

- BHC will provide technical review and responses to bidder questions as requested by the Client.
- BHC will prepare draft addenda to make changes to the Contract Documents or provide clarification, as required, in response to bidder questions. The Client will review, finalize and distribute the addenda.

3.3 Bid Evaluation.

- BHC will assist, as requested, in evaluating and verifying bids and advising on Contract award.

Receivables:

- Bidder questions.

Deliverables:

- Addenda.

Assumptions:

- BHC will be requested to respond to up to ten (10) bidder questions.
- BHC will prepare up to two (2) addenda for the project.
- BHC will not attend the bid opening.

- Bid assistance requested by the Client will not exceed the budgeted effort.

Meetings:

- One (1) BHC staff member will attend up to two (2) pre-bid meetings for the project. Meeting duration, including travel time, will be up to 5 hours. BHC will provide input on the meeting agenda.

Task 4 – Engineering Services During Construction

BHC will provide engineering services during construction as indicated below. This will include preparation of conformed documents, review of submittals, responses to RFIs, attendance at the pre-construction and progress meetings, site visits, review of change orders, and preparation of record drawings.

Work Tasks:

4.1 Conformed Documents.

- BHC will prepare conformed documents by incorporating changes noted in addenda issued during bidding into the drawings and specifications. Changes will be marked and clouded in the conformed documents.

4.2 Submittals.

- BHC will review submittals related to technical specifications (Division 2 and higher) and prepare responses. When applicable, the Client will provide comments on responses and BHC will update the response accordingly. The Client will also review and prepare responses for most Division 1 submittals, except BHC will review and prepare responses in coordination with the Client for Division 1 submittals pertaining to the project schedule, schedule of values, work plan, and record drawings. Additionally, BHC will provide technical input on special inspection reports if they do not meet the specified requirements.

4.3 Requests for Information (RFIs).

- The City will be responsible for receiving, distributing, and tracking RFIs from the Contractor, as well as distributing responses prepared by BHC. BHC will review the RFIs concurrent with the City, coordinate and incorporate input from the City as appropriate, and prepare the responses. Once the response is finalized, the City will update the RFI tracking log and distribute it to the Contractor.

4.4 Construction Meetings and Site Visits.

- BHC will attend the pre-construction meeting in person and periodically attend progress meetings virtually on an as-needed basis. BHC will provide input on the agenda and notes for the pre-construction meeting.
- BHC will conduct up to two (2) site visits during construction to review progress and/or deal with specific construction issues that are time sensitive and cannot be resolved remotely.

4.5 Change Order Assistance.

- BHC will review change order proposals provided by the contractor and offer comments and recommendations to the Client in response. Effort associated with this subtask may also

include BHC preparing request for quotes from the contractor for additions or changes to the work. The Client will prepare associated change order documentation.

4.6 Record Drawings.

- BHC will prepare record drawings in AutoCAD. Record drawings will be prepared based on redline as-built markups provided by the Contractor. BHC will review the redline markups to verify known changes from RFIs and change orders are reflected.

Receivables:

- Submittals and Client comments on submittals responses.
- RFIs and Client comments on RFI responses.
- Contractor as-built markups.

Deliverables:

- Electronic copy of conformed documents.
- Responses to submittals received from the Client.
- Responses to RFIs received from the Client.
- Copy of record drawings in PDF format and copy of CAD drawing files.

Assumptions:

- The level of effort budgeted is based on BHC review of twelve (12) original submittals averaging 3 hours based on a maximum resubmittal rate of up to 50 percent, which includes subsequent iterations of submittals (i.e., resubmittal of a resubmittal).
- BHC will respond to submittals within 2 weeks of receipt.
- A total of 25 hours has been allocated for this task, assuming ten (10) RFIs at 2 hours each.
- It is assumed that BHC will attend up to six (6) progress meetings virtually.
- Two (2) site visits will be attended by one (1) BHC staff member with a duration of 6 hours, including travel time.
- BHC will not participate in regular construction observation.
- Record drawing effort is budgeted based on an average of 1 hour per sheet for engineering time and 2 hours per sheet for CAD time.

Meetings:

- One (1) BHC staff member will participate in the Pre-Construction Meeting and provide input on the agenda and meeting notes. Duration of the pre-construction meeting is assumed to be five (5) hours, including travel time.
- One (1) BHC staff member will participate virtually in progress meetings on an as-needed basis to provide input on technical issues and help clarify questions on design intent. Each meeting is assumed to be 1 hour in duration.

Task 5 – Additional Services

This task has been included to cover additional work identified by the City not included in Tasks 1 through 4 of the Scope of Services. A budget of \$10,000 is assigned to this task. The budget for this task will only be utilized as approved by the City in advance.

Work Tasks:

4.7 Task To Be Determined.

- Additional tasks to be determined, if and when required.

Receivables:

- Written permission from the City is required to perform additional tasks and utilize the budget for this task.
- To be determined.

Deliverables:

- To be determined.

Meetings:

- To be determined.

Schedule

The following milestones are assumed based on the identified date for Notice-to-Proceed:

- | | |
|-------------------------|----------------|
| ▪ Notice-to-Proceed | July 2026 |
| ▪ 50% Design Submittal | September 2026 |
| ▪ 90% Design Submittal | December 2026 |
| ▪ 100% Design Submittal | February 2027 |
| ▪ Final Bid Documents | March 2027 |
| ▪ Bid Advertisement | March 2027 |

If necessary, this schedule shall be equitably adjusted to allow for changes in scope or for delays beyond BHC's reasonable control.

Budget

The budget for this Scope of Services (Tasks 1 through 5), including other direct costs (ODCs), is \$169,488. A detailed breakdown of the budget is provided as Exhibit B. Compensation will be on a time and materials, not-to-exceed basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the Client. However, BHC may reallocate budget between tasks as necessary due to Project requirements and adjust rates after the start of each new year

of the Contract duration or as defined in the Contract, neither of which shall alter the authorized Contract amount.

Client Responsibilities

The following items are specific responsibilities of the Client in support of this Scope of Services:

- Processing and payment of invoices in accordance with the Professional Services Agreement.
- Follow-up on information requests and notification of any issues or concerns.
- Participate in workshops and arrange the meeting location.
- Provide standard front-end documents (Division 0).
- Provide available record drawings and other information (e.g., photos, dimensions, etc.) as requested.
- Review the design submittals and provide written comments. Confirm responses to comments adequately address City comments and provide follow-up comments as needed.
- Advertise the Project for bidding and organize pre-bid meetings.
- Receive bidder questions and consult with BHC on responses and addenda items as needed.
- Submit bid documents and addenda for the project to Builder's Exchange.
- Prepare a tabulation of bids, review bids, and award the Contract.
- Provide construction administration and observation and all coordination with the contractor.
- Conduct the pre-construction and progress meetings and prepare associated agenda and notes.
- Receive RFIs and submittals and distribute associated responses.
- Maintain submittal and RFI logs.
- Coordinate inspections.
- Review pay applications.
- Prepare change order documentation.
- Track and document force account work.
- Conduct the punch list walkthrough, prepare the punch list, and conduct subsequent walkthroughs as needed.
- Issue notifications of Substantial Completion and Final Completion to the Contractor.
- Ensure Contractor has submitted all closeout documents.

Exclusions

The following items are excluded from this Scope of Services. Any of these items could be added as a new task under the current contract via amendment or included in a future Scope of Services if so desired:

- Preparation of an engineering report or preliminary design report.
- Updates to current General Sewer Plan or other reports.
- Preparation of a Construction Quality Assurance Plan (CQAP) or Plan of Interim Operations.
- State Environmental Policy Act (SEPA), State Environmental Review Process (SERP), cultural resources survey, biological assessment, and other environmental permitting. It is assumed that none of these are required as the proposed project can be classified as maintenance work, will not change unit processes or capacities, and the Client does not plan to pursue federal or state funding for this work.
- Construction stormwater permitting. The Project as proposed does not meet the thresholds for this being a requirement.
- Condition assessments of existing equipment, structures, etc. Potential replacement of existing structures and equipment, other than as identified herein, does not appear to be necessary and is excluded from the work.
- Utility potholing. The proposed project does not require excavation.
- Surveying. As all work will occur in existing structures, an aerial map will be used to identify locations of existing relevant structures, piping, and features.
- Startup assistance.
- O&M manual updates.

Attachments

- Exhibit B: Project Budget

EXHIBIT B
Project Budget

CITY OF EVERETT - WPCF GATE REPLACEMENT AND LAUNDER REPAIR							Date:	18-May-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	61	85	17	46		209	\$ 20,482
2 QC Reviewer (C. Ochiltree)	\$ 106.00	8	0	0	0		8	\$ 848
3 Project Engineer (S. Krishnamurthy)	\$ 61.00	0	173	10	48		231	\$ 14,061
4 Structural Engineer (N. Jacoby)	\$ 76.50	0	52	4	12		68	\$ 5,202
5 CADD Lead (T. Muench)	\$ 62.00	0	15	0	4		19	\$ 1,178
6 CADD Tech (A. Bradley)	\$ 49.00	0	160	0	26		186	\$ 9,114
7 Project Assistant (K. McElwain)	\$ 43.00	0	0	0	2		2	\$ 86
8 Sr. Project Assistant (S. Fritchman)	\$ 58.00	0	10	0	0		10	\$ 566
9 Project Administrator (P. Coughlin)	\$ 48.00	14	29	0	0		43	\$ 2,076
							-	\$ -
Total Task Hours		83	524	31	138	0	776	
Subtotal Direct Salary Cost (DSC), \$		7,498	33,570	2,582	9,962	0		\$ 53,612
Overhead on DSC (Indirect cost) @, %	161.18%	12,085	54,108	4,162	16,057	0		\$ 86,412
Total Labor Cost, \$		19,583	87,678	6,744	26,019	0		\$ 140,024
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	10,000		\$ 10,591
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	10,000		\$ 10,591
TOTAL LABOR AND EXPENSES		19,583	87,875	6,941	26,216	10,000		\$ 150,615
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		19,583	87,875	6,941	26,216	10,000		\$ 150,615
Fee/Profit (as % of Total DSC & Overhead)	12.00%	2,350	10,521	809	3,122	0		\$ 16,802
Next Year's Labor Escalation*	4.00%	290	1,296	100	385	0		\$ 2,071
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		
		22,223	99,692	7,850	29,723	10,000		\$ 169,488

* Next year's labor escalation was calculated assuming 33.00% 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%

V 2.0

**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_WPCS DS1 Gate Replacement and SC3 Launder Repair_PSA_MG_2026.06.10_SD


Final Audit Report

2026-06-12

Created:	2026-06-11
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZnwiWBnQaUgkiUfFt3bZaJ1V7-T8fkeg

"BHC Consultants_WPCS DS1 Gate Replacement and SC3 Launder Repair_PSA_MG_2026.06.10_SD" History


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-  Email viewed by tom.giese@bhconsultants.com
2026-06-12 - 3:01:33 PM GMT
-  Signer tom.giese@bhconsultants.com entered name at signing as Tom Giese
2026-06-12 - 3:06:44 PM GMT
-  Document e-signed by Tom Giese (tom.giese@bhconsultants.com)
Signature Date: 2026-06-12 - 3:06:46 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2026-06-12 - 3:40:45 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

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 Agreement completed.

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