



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	Parametrix, Inc.
	719 2nd Ave, Ste 200 Seattle, WA 98104
	Craig Grandstrom – Cgradnstrom@parametrix.com
City Project Manager	Tom Hood
	City of Everett – Public Works 2930 Wetmore Ave., 10-C Everett, WA 98201
	Thood@everettwa.gov
Brief Summary of Scope of Work	Advance US-2/I-5 interim improvements through ARR development, environmental review, and preliminary design.
Completion Date	December 31, 2027
Maximum Compensation Amount	\$942,676.24

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Maurice Thornton
	510-465-3090
	Maurice.Thornton@assuredPartners.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**

PARAMETRIX, INC.



Cassie Franklin, Mayor



Signature: _____

Name of Signer: Roger Flint

Signer's Email Address: RFlint@parametrix.com

Title of Signer: Chief Operating Officer

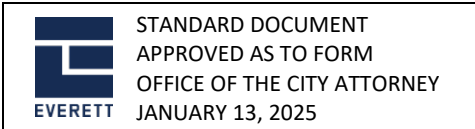
06/22/2026

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)

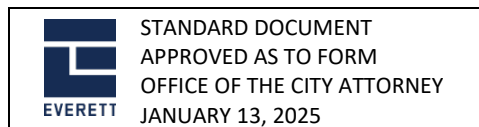


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

City of Everett
US 2 Trestle Interim Improvements
5/22/2026

Introduction

In 2024, the City of Everett completed the I-5/US 2 Interchange Planning Study that developed and evaluated I-5/US 2 interchange concepts that would support the City's planned future growth land use goals as well as support transit, active transportation, and freight mobility goals at and around the I-5/US 2 interchange. Recommendations for the interchange and surrounding area were identified as part of that effort, including two (2) interim near-term improvements that could be constructed to provide a more immediate benefit to people travelling through the interchange area. These interim improvements included:

- 1) adding a second lane to the US 2 westbound to I-5 southbound ramp
- 2) adding a second lane to the I-5 northbound to US 2 eastbound ramp.

Funding for this project was identified in the Legislative Evaluation and Accountability Program (LEAP) transportation projects in the 2025-27 Biennium - 2026 Supplemental under the Local Programs Improvement Projects (L2021216).

This scope of work will develop an Access Revision Report (ARR), prepare the necessary environmental documentation, and preliminary engineering designs for the two interim improvements identified above and identified in the City of Everett's I-5/US 2 Interchange Planning Study.

Definitions/Acronyms

WSDOT = Washington State Department of Transportation

FWHA = Federal Highway Administration

PMP = Project Management Plan

PMT = Project Management Team

NTP = Notice to Proceed

PM = Project Manager

ARR = Access Revision Report

PEL = Planning and Environmental Linkages

OTS = over-the-shoulder

NAFS = Non-Access Feasibility Study

MOE = Measure of Effectiveness

NWR = Northwest Region

SEPA = State Environmental Policy Act

NEPA = National Environmental Policy Act

DCE = Documented Categorical Exclusion

NHPA = National Historic Preservation Act

ESA = Endangered Species Act (ESA)

APE = area of potential effect

MOT = Maintenance of traffic

PS&E = Plans, Specifications, and Estimates

PGIS = Pollution-generating impervious surface

CBO = community-based organizations

Task 01 – Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with the City of Everett (the City). The Consultant shall be fully responsible for the selection and application of all professional means, methods, assumptions, and analytical approaches used in the performance of this Scope of Work.

All deliverables shall be technically accurate, internally consistent, and prepared in conformance with applicable WSDOT and FHWA guidance sufficient to support agency review and approval.

While the Consultant does not guarantee final agency approval, the Consultant shall, at no additional cost to the City, address and resolve agency review comments that arise from errors, omissions, inconsistencies, or failure to follow applicable standards.

Additional effort required due to changes in agency policy, new data requirements, or scope changes directed by the City shall be addressed through a negotiated amendment. This task includes general management functions that include the following subtasks and deliverables

Subtask 01-01 – Project Management Plan

The Consultant shall prepare a Project Management Plan (PMP) for delivery of the project. The PMP is intended to be a living document that will be maintained/updated throughout the project. Prepare a draft PMP and submit to the City for review. The PMP will include the following:

- Master Work Breakdown Structure
- Schedule/Milestones
- Quality Management Plan
- Risk Management Plan
- Communication Plan
- Project electronic filing system
- Change Management Plan
- Measures of Success
- Team Decision Making Process

Assumptions

Assumptions for this task include:

- One draft PMP will be developed for City review and comment.
- The final PMP will be updated up to two additional times to address changes to communications, schedule, contacts, or procedures.

Deliverables

Deliverables for this subtask include:

- Draft/Final Project Management Plan (PMP)

Subtask 01-02 – Project Schedule

The Consultant will develop a project schedule that outlines the key tasks necessary to complete the project and produce all deliverables. The City will review the schedule and provide any comments prior to baselining the schedule. Each month the Consultant will update the progress on the schedule to determine if the status of work efforts would impact the project's critical path.

Assumptions

Assumptions for this task include:

- Microsoft (MS) Project will be used to develop the baseline schedule.
- Consultant will update the MS Project schedule on a monthly basis.
- Schedule review between the City and the Consultant will occur during the Project Management Team (PMT) meetings.
- The project schedule will be re-baselined if new tasks are introduced that require schedule updates or if there is agreement between the City and Consultant that the schedule requires a new baseline due to changes in delivery.
- A calendar-based Excel schedule will be developed from the MS Project schedule to manage shorter term work products.
- Project duration is assumed to be 14 months from notice to proceed (NTP).

Deliverables

Deliverables for this subtask include:

- Draft MS Project Schedule
- Baseline MS Project Schedule

Subtask 01-03 – Project Administration

- Scope, Schedule and Budget Management – The Consultant shall monitor and manage the scope, schedule and budget on a monthly basis, using Parametrix in-house tools, throughout the duration of the project. Changes will be reported and discussed with the City for determining and approving the course of action as agreed to in the Change Management Plan. These actions could include formal requests for budget or scope modifications. The baseline schedule will be updated if changes are necessary. Monthly updates to the schedule are anticipated throughout this scope of work.
- Monthly progress reports and invoicing – The Consultant shall prepare monthly invoices, progress reports, and backup documentation in the format agreed upon by the City. Progress reports will describe the work accomplished during the billing period, meetings attended, and action or information needed from the City. An earned value analysis will be prepared to baseline the expected financial performance and completion of the deliverables. The earned value of work will be monitored and reported monthly with the progress report and invoice.

- Documentation – The Consultant shall use Autodesk BUILD for design plans document control system to manage the documentation and submittals to the City over the course of the project. For design plans submitted to WSDOT other document control systems (ProjectWise) would be used to be compatible with their systems. For all non-designed related deliverables, the Consultant shall use Sharepoint. The document control system will allow for electronic distribution of and access to materials for authorized project personnel. The current status of the documentation will be maintained over the course of the project.

Assumptions

Assumptions for this task include:

- Project management will be provided over a 14-month timeframe.
- Progress billings will be submitted monthly to the City.

Deliverables

Deliverables for this subtask include:

- Monthly invoices, progress reports, and earned value report.
- Schedule updates – provided monthly.

Subtask 01-04 – Project Meetings

- City Kickoff Meeting – The Consultant shall plan, facilitate, and attend an in-person project kickoff meeting and site visit with the City. The Consultant shall prepare a meeting agenda, materials, and meeting summary/action items for the attendees. The purpose of the meeting will be to review goals, objectives, scope, and schedule. Up to five (5) Consultant staff will attend this kickoff meeting with the City. Discussion items will include:
 - Milestones and timeline for deliverables
 - Roles and responsibilities and communication protocol
 - Data sources/data needs delivery
 - Key deliverables
 - Project risks
- Consultant Team Kickoff Meeting - The Consultant shall plan, facilitate, and attend a virtual project kickoff meeting with the consultant team. The Consultant shall prepare a meeting agenda, materials, and meeting summary/action items for the attendees. The purpose of the meeting will be to review goals, objectives, scope, and schedule. All discipline leads are anticipated to attend this meeting, approximately eight (8) Consultant staff. Discussion items will include:
 - Milestones and timeline for deliverables
 - Roles and responsibilities and communication protocol
 - Data sources/data needs delivery
 - Key deliverables
 - Project risks

- PMT Check-In Meetings – As directed by the City’s Project Manager (PM), the Consultant shall conduct progress meetings with the City’s management team. Meetings will generally occur on a bi-weekly basis and will include review of scope, schedule, and budget status; key decisions and risk register updates; upcoming meetings and coordination needs; design progress; and strategies to address issues or barriers to project success.
- Up to four (4) Consultant staff (Project Manager, Traffic Lead, Environmental Lead, and Design Lead) are expected to attend. At the City’s discretion, the meeting frequency may be adjusted to monthly based on project phase, schedule, or City processes.
- Consultant team meetings - The Consultant will conduct bi-weekly consultant team meetings to review the scope, schedule, and budget status; risk matrix tracking list; design progress, questions and decisions; discipline coordination; and strategies to resolve issues. Up to six (6) Consultant staff are assumed to attend these meetings.

Assumptions

Assumptions for this subtask include:

- With a project schedule of 14 months up to 28 bi-weekly meetings are assumed for the PM Check-in and Consultant team meetings.

Deliverables

Deliverables for this subtask include:

- Meeting agendas and materials.
- Meeting summaries for City meetings.

Task 02 – Access Revision Report (ARR)

Objectives

To develop an Access Revision Report (ARR) for the proposed US 2 interim improvements. The ARR objective is to receive WSDOT and FHWA acceptability of the operations and safety of the proposed improvements and is a State and Federal requirement with changes to interchange configurations (per WSDOT Design Manual Chapter 550). The Consultant shall be responsible for the selection, calibration, and application of all traffic modeling tools (including VISSIM, Synchro, and/or Sidra) and associated assumptions used to support the Access Revision Report (ARR).

Use of prior models or data (e.g., US 2 Trestle PEL) shall not relieve the Consultant of responsibility for validating the applicability of such models to current project conditions.

The Consultant shall update or refine models as necessary to produce results that are technically defensible and acceptable for agency review.

Subtask 02-01 – Methods and Assumptions

The Consultant will prepare a document that summarizes the methods and assumptions that will form the basis of the transportation analysis.

The Consultant will prepare two (2) draft Methods and Assumptions documents for review and comment. After each review, the consultant will incorporate comments and input before the next review. The following drafts will be developed, with each successive draft incorporating comments from the previous review:

- First Draft to be reviewed by the City using an over-the-shoulder (OTS) approach. OTS approach assumes a working document review that allows for early client input.
- Second Draft to be reviewed by the Technical Support Team (WSDOT Region, Headquarters and FHWA staff).

The Consultant will meet with support team members as appropriate to resolve comments and mutually understand the proposed methods and assumptions. When all comments have been resolved to the City's satisfaction, the Consultant will prepare a final Methods and Assumptions document.

If as the project progresses, a change to the final methods and assumptions is proposed by the project team or one of the partner agencies, the Consultant will coordinate with the City, and partner agency if applicable, to determine if a change to the methods and assumptions is warranted. If the City determines the proposed change is appropriate, the Consultant will prepare an addendum describing the proposed change to the final methods and assumptions document.

Assumptions

Assumptions for this subtask include:

- While the previous I-5/US 2 Interchange Planning Study included both a technical and Executive Support Team, the ARR is assumed to only include staff from City of Everett, WSDOT, and FHWA. Any communication to the other stakeholders on the ARR effort will be done via email including (Community Transit, City of Lake Stevens, Marysville and Snohomish County) as scoped in Task 6.
- Per WSDOT Design Manual, a Non-Access Feasibility Study (NAFS) is required but this scope assumes the I-5/US 2 Interchange Planning Study will serve as the NAFS.
- The methods and assumptions document will be developed per the WSDOT Design Manual 550.06 (1).
- Up to three (3) virtual meetings (up to two hours in duration and up to four Consultant staff) will be held to coordinate comment resolution with the Technical Support Team (WSDOT Region, Headquarters, and FHWA staff).

Deliverables

Deliverables for this subtask include:

- Methods and Assumptions – first draft
- Methods and Assumptions – second draft
- Final Methods and Assumptions – including any addendums

Subtask 02-02 – Operational and Safety Analysis

The Consultant will prepare a detailed traffic operations analysis to support the ARR and environmental document requirements. The Consultant will complete the following tasks:

- Design year (2050) AM and PM peak period traffic volumes will be developed based on the traffic volumes documented in the US 2 Trestle PEL project
- VISSIM Operations Analysis: One No Build and up to two Build configurations will be modeled. It is assumed the VISSIM model study limits will be the same as the US 2 Trestle PEL. Measures of effectiveness (MOEs) reported will be consistent with the US 2 Trestle PEL. It is assumed the calibrated No Build VISSIM model from the US 2 Trestle PEL will be used for No Build and modified for the Build configuration(s).
- Local Operations Analysis: Synchro and/or Sidra will be used to analyze the adjacent ramp terminal intersections for the study periods and years. Up to ten (10) intersections will be included in this analysis. These 10 intersections will include collect traffic count data for the AM and PM peak periods.
- Safety Analysis: A safety analysis consistent with WSDOT's Safety Analysis Guide for Design Projects (2024) will be conducted. The appropriate level of analysis will be discussed and reviewed with WSDOT. Applicable analysis from the US 2 Trestle PEL may be utilized.

The operational and safety analysis will be reviewed by WSDOT and FHWA prior to documentation in subtask 02-04.

Assumptions

Assumptions for this task include:

- Data from previous (City of Everett I-5/US 2 Interchange Planning Study) and current efforts (WSDOT US 2 Trestle Project) will be requested and utilized for the ARR. Therefore it is assumed one new travel demand modeling scenario would be run using the WSDOT US 2 Trestle SoundCast model..
- The same analysis assumptions as the US 2 Trestle PEL project, including study area, time periods, analysis year, and measures of effectiveness will be applied to this project.
- The 2050 No Build calibrated VISSIM model from the US 2 Trestle PEL Project will be used as the baseline model. It is assumed some additional validation would be required with this VISSIM model based on WSDOT and/or FHWA traffic review.
- Traffic counts would be collected for up to 10 intersections in the AM and PM peak periods.
- Scenarios will include 2050 No Build and up to two Project (Build) configurations.
- Up to four (4) meetings with WSDOT and FHWA to review the operational and safety analysis.

Deliverables

Deliverables for this subtask include:

- Traffic Technical Memorandum (ARR-ready documentation).
- VISSIM data output in PDF
- VISSIM models

Subtask 02-03 – ARR Design support

The CONSULTANT shall provide roadway design and engineering support for the ARR:

- Up to two conceptual design layouts would be developed for each design package considered as part of the ARR process
- Roadside safety features memo – guardrail, barrier, impact attenuators, etc. The Consultant shall confirm selected safety elements with WSDOT NWR Traffic and Maintenance staff.
- Conceptual guide signing plan for inclusion in the ARR document.

Assumptions

Assumptions for this task include:

- Up to two conceptual design layouts would be developed for each design package considered within the ARR

Deliverables

Deliverables for this subtask include:

- Roadside Safety Memorandum draft/final
- Preliminary signing plan

Subtask 02-04 – ARR Documentation

The City and Consultant will meet with the ARR support team to confirm the scope and scale of the ARR document. The document will be prepared in accordance with the WSDOT Design Manual 550.06 and document the operational and safety analyses conducted in Subtask 02-02 as well as the conceptual signing plan developed in Subtask 02-03. The ARR Methods and Assumptions Document will be amended to document any change in methodology or assumptions.

Prepare an ARR based on the agreed-upon scope and scale and the Methodology and Assumptions Memorandum. It is assumed up to four review drafts will be prepared of the ARR, including:

- Draft 1 – City review draft
- Draft 2 – WSDOT review draft
- Draft 3 – FHWA review draft
- Final – routed for signature

To expedite the review process, up to three (3) review meetings will be held with the Technical Support Team to resolve comments. These focus meetings are in addition to the ARR support team meetings, to address individual agencies comments or to allow for focused discipline discussions (such as discussing traffic data).

Assumptions

Assumptions for this task include:

- Document will be prepared in accordance with the WSDOT Design Manual 550.06.

Deliverables

Deliverables for this subtask include:

- Draft 1, Draft 2, Draft 3, and Final Supplement to the ARR

Task 03 – Environmental

Objectives

To fulfill environmental review requirements under the National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA), including consultation requirements under Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA).

Subtask 03-01 – NEPA Documented Categorical Exclusion

The Consultant will collect the necessary information and conduct an environmental analysis necessary to complete a NEPA Documented Categorical Exclusion (DCE) consistent with WSDOT's NEPA Categorical Exclusions, A Guidebook for Local Agencies (October 2022). In lieu of completing a SEPA Checklist, the completed NEPA DCE will be used to justify a SEPA threshold determination under SEPA.

The Consultant will rely on a desktop-level review of publicly available information to complete the DCE, along with results of the Operational and Safety Analysis prepared under Task 02. Additional technical documentation will be developed to support Section 106 and Section 7 consultation as described under Subtasks 03-02 and 03-03 below. No additional technical reports or memoranda will be prepared to respond to questions about impacts to Air Quality, Critical and Sensitive Areas, Floodplains and Floodways, Hazardous and Problem Waste, Noise, 4(f)/6(f) Resources, Agricultural Lands, Rivers or Streams, Tribal Lands, Water Quality/Stormwater, or Environmental Justice.

Subtask 03-02 – Biological Assessment

The Consultant will prepare a biological assessment (BA) to support consultation with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service (the Services) under Section 7 of the ESA. The Consultant will prepare the biological assessment using the document template provided by WSDOT and following the methods established in WSDOT's biological assessment preparation manual. The biological assessment will analyze potential effects on ESA-listed species, species proposed for listing, and critical habitat that are present or potentially present in the action area defined for the project. Species and critical habitat for which a "no-effect" determination is made will be identified in the biological assessment, along with a rationale for the effect determination for each species and critical habitat.

Based on the possibility that improved traffic flow may render currently undeveloped or underdeveloped properties more attractive for development, the biological assessment will include an evaluation of potential delayed consequences associated with land use changes. The biological assessment will also include an assessment of potential effects on essential fish habitat to comply with the Magnuson-Stevens Fishery Conservation and Management Act.

Consistent with WSDOT requirements, biologists engaged in development of the biological assessment will conduct a 1-day site visit to gain familiarity with habitat conditions in the project area. A figure depicting the project action area will be developed for the biological assessment. Other figures in the document (e.g., vicinity map, figures showing conceptual stormwater conveyance systems and management facilities) will be drawn from existing sources or other reports prepared for this project. A Consultant biologist will participate in up to two 2-hour meetings with staff at each agency to which a draft biological assessment is submitted for review. The purpose of the meetings will be to clarify comments and discuss any outstanding issues or concerns. The Consultant will

provide up to 16 hours of support, if necessary, after the biological assessment has been submitted to the Services, including additional coordination and responses to questions from those agencies.

Subtask 03-03 – Section 106 Support

It is anticipated that the project would qualify for an exemption from Section 106 consultation as listed in Appendix J, Section 106 Exemptions, in WSDOT's NEPA Categorical Exclusions, A Guidebook for Local Agencies (October 2022), based on the project's construction within areas that have been previously disturbed. To support review by WSDOT Cultural Resources staff, the Consultant shall develop a brief memo outlining the project's area of potential effect (APE), along with a description of how the project area has been previously disturbed. The APE will be developed to encompass all areas that may be directly and indirectly affected by the project.

Assumptions

Assumptions for this task include:

- The environmental review will be conducted for one alternative, covering all of the project area.
- This task includes one field reconnaissance visit for two staff to support the DCE and BA.
- WSDOT and FHWA will agree that a NEPA DCE is the appropriate level of documentation under NEPA.
- The NEPA DCE will be used to support a SEPA threshold determination, anticipated to be a determination of non-significance; no separate SEPA documentation is required.
- Aside from the BA and APE memo, no technical memos will be necessary to support the NEPA DCE and SEPA threshold determination.
- The City of Everett's environmental lead will work with WSDOT to complete the project's NEPA, Section 106, and Section 7 Consultation processes.
- The City of Everett will be responsible for drafting and publishing the SEPA threshold determination.
- Due to the project's increase in pollution-generating impervious surfaces (PGIS), the project will require formal ESA consultation with the Services.
- The analysis of stormwater-related impacts in the biological assessment will be based on the results of the conceptual stormwater analysis developed under Task 05.
- Based on the absence of mature conifer-dominated stands near the project site, a formal survey for marbled murrelet nest platforms will not be conducted.
- Additional scope and budget would be needed if development of new treatment facilities or a program for monitoring and assessing stormwater runoff from the project site are required by Services.
- WSDOT will not require the project to be presented in a formal meeting with the Services.
- The project will qualify for an exemption from Section 106 consultation and no further technical documentation, aside from the APE memo described under Subtask 03-03, is required.
- Project is within an area of attainment and therefore no air quality conformity is required.

Deliverables

Deliverables for this subtask include:

- Preliminary Draft (City review), Draft (WSDOT review), and Final NEPA DCE
- Preliminary Draft (City review), Draft (WSDOT review), and Final APE memo
- Preliminary Draft (City review), Draft 1 (WSDOT review), Draft 2 (FHWA review), and Final Biological Assessment

Task 04 – Preliminary Engineering

Subtask 04-01 – Roadway Design and Preliminary Cost Estimates

The Consultant will prepare the following:

- Assemble a base map using the existing WSDOT as-built and ground-based Lidar data. Limited field survey is included to establish control points, critical tie-in points and existing drainage structures.
- Channelization plans for approval per the WSDOT Northwest Region checklist, including AutoTURN plots and typical roadway sections.
- Roadway profiles for areas with grade and/or superelevation changes
- Wall plan/profiles (locations only, no structural design this phase)
- Roadway design quantities
- Design documentation including:
 - Basis of Design per WSDOT guidelines to define the project's design controls, alternatives, and design elements
 - Design analyses for up to six (6) roadway elements that do not meet WSDOT design guidelines for the two interim improvements.
- Preliminary existing utilities plans based on WSDOT as-builts, mapping from the US 2 corridor study, and record drawings to be requested from public utilities.
- Maintenance of Traffic (MOT) conceptual plans and memorandum describing the preferred approach and phasing for implementation of the project.
- Preliminary construction cost estimate based on work completed in this scope of work. The Consultant will make cost assumptions for project elements that are anticipated but not quantified at this time.

Assumptions

Assumptions for this task include:

- The interim improvements are assumed to work within existing pavement and structure limits to the extent possible and minimize grade changes, new pavement areas, modifications to existing structures, or the need for new structures.
- WSDOT will provide existing pavement cores, including shoulders, and will provide pavement depth recommendations

- Only one alternative will be designed as part of each design package
- Field survey effort is limited to a maximum of 40 hours of survey crew time for two site visits for establishment of control points, pickup of critical tie-in points, existing drainage structures, and other miscellaneous items.. It is assumed that traffic control will be needed for all field survey work due to the freeway interchange work environment.
- Channelization plans developed would not include utilities design, illumination, and Maintenance of Traffic. These would be addressed in other elements of this task or Final Design as needed.
- Design documentation including Design Approval and Project Development Approval, will be completed under a future scope of work.
- Existing utility plans will be based on existing records. No potholing or field location of utilities are included.
- Construction cost estimates for each design package would be preliminary costs and not based on Final Design quantities

Deliverables

Deliverables for this subtask include:

- Design base map in OpenRoads format using WSDOT Computer Aided Engineering standards
- Three (3) draft Channelization plans for approval deliverables/reviews (1 city, 2 WSDOT)
- Final Chan Plans for Approval package (plans, AutoTURN plots, etc.)
- Basis of Design document, draft and final
- Design Analyses (two drafts, final for each)
- Roadway profiles
- Existing utility plans
- Maintenance of Traffic conceptual plans and summary memorandum
- Roadway design quantities and preliminary cost estimate, including summary memo describing the basis of estimate and assumptions.

Subtask 04-02 Delivery Plan and Scoping

Coordinating with the City and WSDOT for definition of the delivery package or packages for construction. The outcome of this work will be to establish the plan for final design and contracting of the project for completion. The results of this effort will inform the scope for PS&E completion work.

Assumptions

Assumptions for this task include:

- No final design or design services during construction will be provided.
- Depending on the agreements with WSDOT, Final Design and PS&E preparation would be scoped under an amendment.

Deliverables

Deliverables for this subtask include:

- Strategy for delivery of up to two design packages for construction

Task 05 – Stormwater

Subtask 05-01 – Conceptual Stormwater Analysis

The Consultant shall perform the following:

- Analyze roadway concepts to determine the level of stormwater conveyance, detention and treatment needed for the project. These results will be used to scope the level of effort needed for the hydraulic report and final stormwater design.
- Define sub-basins and determine existing and proposed PGIS for each design package
- Conceptual conveyance design feasibility for proposed roadway improvements. This shall include confirmation of discharge points and using available WSDOT tools and other means for stormwater design documentation, inlet spacing, and approximate pipe sizing by rational method and Manning's equation.
- Propose stormwater detention and treatment BMPs for each sub-basin

The above work shall be compiled into a Conceptual Stormwater Memorandum. The memorandum shall also describe the approach for the final hydraulic design work, including a recommendation of the appropriate WSDOT hydraulic report type.

Assumptions

Assumptions for this task include:

- City of Everett and WSDOT will provide review and comment
- Will follow City of Everett and WSDOT stormwater design guidelines as applicable
- Does not include the hydraulic report (future phase of work)

Deliverables

Deliverables for this subtask include:

- Conceptual Stormwater Memorandum – draft for City review
- Conceptual Stormwater Memorandum – draft for WSDOT review
- Conceptual Stormwater Memorandum – final

Task 06 – Outreach

The Consultant will support the City in preparing outreach material, including electronic and website updates. This includes preparing graphics, material and documentation for public and City Council information.

Assumptions

Assumptions for this task include:

- The City will lead any outreach/communication with public and/or stakeholders.
- No public open house (virtual or in-person) is assumed for this project.
- Up to four (4) stakeholder/agency coordination meetings are assumed. These meetings could be with other agencies such as Community Transit, Snohomish County and/or City Council or community-based organizations (CBO).
- The City will manage and maintain the project website content.

Deliverables

Deliverables for this subtask include:

- Public Involvement Plan
- Graphics, material and documentation for website and/or public presentations.

Task 07 – Management Reserve

Allowance for unforeseen conditions, stakeholder coordination, and other emergent tasks as authorized by the City. The scope and fee for efforts in this task will be limited to the available budget in this task and will be discussed and agreed to by the City and Consultant on an as needed basis.

**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.










Parametrix, Inc._I-5 US-2 Interim Ramp Improvements_PSA_TH_2026.06.17_SD


Final Audit Report

2026-06-22

Created:	2026-06-18
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9YdYX3N7fwjFqZstUf1OUJkJleIC48ZO

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