

Everett City Council Agenda

6:30 P.M. June 15, 2016

City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: June 8, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(1) Update on Port of Everett public access plans and improvements.

Documents: [Port Update.pdf](#)

CONSENT ITEMS:

(2) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of \$2,356,032.95 for the period of May 28, 2016 through June 3, 2016.

Documents: [res-90.pdf](#)

(3) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of \$3,726,627.72 for the period ending May 28, 2016.

Documents: [payroll-62.pdf](#)

PUBLIC HEARING:

(4) CB 1605-26–3rd and final Reading – Adopt the Proposed Ordinance amending the Comprehensive Plan Map Designation with a Rezone for the North Portion of Community Health Center of Snohomish County's Property located at 1019 112th St. SW, amending Ordinance No's 2021-94 and 1671-89, as amended.

Documents: [CB 1605-26.pdf](#)

ACTION ITEMS:

(5) Authorize purchase of HP server and storage hardware from WA State/NASPO Contract 05815 in the amount of \$118,030.62 including Washington State Sales Tax.

Documents: [HP Server.pdf](#)

(6) Authorize the Mayor to sign Amendment No. 1 to the CivicPlus Advantage Contract at an additional cost of \$26,350.00.

Documents: [Civicplus-1.pdf](#)

(7) Authorize the Mayor to sign Change Order #2 with Thomco Construction for the Shore Ave Storm Water Outfall Project in the amount of \$180,238.04, not including Washington State sales tax.

Documents: [Thomco-1.pdf](#)

(8) Authorize the Mayor to sign an Interlocal Agreement with Snohomish County for the Smith Island Restoration Project in the amount of \$683,900.00.

Documents: [Smith Island-1.pdf](#)

(9) Authorize the Mayor to sign the Right-of-Entry Agreement with the Department of Natural Resources for the Riverfront Development-North Wetlands Complex Project in the amount of \$500.00.

Documents: [North Wetlands.pdf](#)

(10) Authorize the Mayor to sign a Professional Services Agreement with Gray and Osborne Inc., for the Water Filter Plant Standpipe Replacement Project in the amount not to exceed \$191,000.00.

Documents: [Gray-1.pdf](#)

(11) Authorize the Mayor to sign the Professional Services Agreement with OAC Services, Inc., for Project Management and Construction Management Functions for the Everett Station Water Intrusion Repair Project, in the amount of \$60,935.00.

Documents: [OAC Services.pdf](#)

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

Everett City Council meetings are recorded for rebroadcast on the [Everett Channel](#), Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425 257-8703.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Update on Port of Everett
public access plans and
improvements

6/15/16 Briefing
Action
First Reading
Second Reading
Third Reading
Public Hearing

COUNCIL BILL #
Originating Department Planning
Contact Person Allan Giffen
Phone Number 425-257-8725
FOR AGENDA OF June 15, 2016

Initialed by:
Department Head
CAA dg
Council President

Location Preceding Action Attachments Department(s) Approval
Port of Everett properties

Amount Budgeted	N/A	
Expenditure Required	N/A	
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

The Port of Everett has asked for the opportunity to update the City Council concerning the Port's progress implementing their shoreline public access plans.

RESOLUTION NO. _____



Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of May 28, 2016, and checks issued June 03, 2016, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	10,556.08	\$5,556.00
003	Legal	\$58,898.27	21,418.85
004	Administration	70,328.92	17,439.37
005	Municipal Court	52,473.72	21,068.70
007	Personnel	44,982.95	16,444.23
010	Finance	52,601.78	20,591.74
015	Information Technology	49,162.76	18,746.32
021	Planning & Community Dev	42,256.63	13,773.22
022	Neighborhoods & Community Svcs	3,245.52	1,273.66
024	Public Works	145,241.29	55,957.99
026	Animal Shelter	31,777.68	12,614.85
027	Senior Center	13,553.96	5,167.69
031	Police	827,962.52	245,321.62
032	Fire	578,797.61	165,649.25
038	Facilities/Maintenance	66,520.34	29,565.05
101	Parks & Recreation	202,513.60	75,623.73
110	Library	117,325.66	41,376.75
112	Community Theatre	7,087.59	3,123.30
120	Street	67,868.70	28,234.45
153	Emergency Medical Services	163,466.81	47,658.31
197	CHIP	7,735.79	3,672.46
198	Community Dev Block	6,474.96	2,253.65
401	Utilities	647,425.11	255,829.27
425	Transit	355,938.53	152,983.79
440	Golf	33,344.96	11,077.84
501	Equip Rental	59,645.03	25,376.98
507	Telecommunications	9,440.95	3,952.69
		<u>\$3,726,627.72</u>	<u>\$1,301,751.76</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2016.

Council President

ORDINANCE NO. _____

**An Ordinance Amending the Comprehensive Plan Map Designation
With a Rezone for the North Portion of Community
Health Center of Snohomish County's Property Located at 1019 112th St SW,
Amending Ordinance No's. 2021-94 and 1671-89, As Amended**

WHEREAS, the City Council finds the following:

1. The Washington State Growth Management Act (GMA) requires counties and cities to prepare comprehensive plans pursuant to RCW 36.70A; and
2. The City adopted a Comprehensive Plan in August, 1994, in conformance with the Washington State Growth Management Act, and completed its 10 year update to the Comprehensive Plan on October 21, 2015; and
3. RCW 36.70A allows for comprehensive plans to be amended on an annual basis; and
4. The City of Everett initiated its 2015 – 2016 annual comprehensive plan amendment process in July of 2015, which included consideration of Land Use Map amendments and rezone applications initiated by property owners and the Everett Planning Commission; and
5. In order to carry out the recommended change, the Comprehensive Plan designation on the north portion of the subject property must be amended from 1.6: Multiple Family to 4.4: Mixed-Use Commercial/Multiple Family, see Exhibit "A", and the zoning must be changed from R-3: Multiple Family Medium Density to E-1 MUO: Evergreen Way Mixed-Use Overlay; and
6. Staff did meet with the Twin Creeks and Cascade View neighborhoods regarding this proposal on September 21, 2015, and has discussed the change with the property owner; and
7. The Planning Commission held a public hearing on the matter on April 19, 2016, at which time it heard from the public and staff, and considered the the proposal and did recommend approval for a single and appropriate Comprehensive Plan designation and zone on the property, consistent with its commercial use, that reflects zoning on adjacent and nearby properties; and.

WHEREAS, the City Council concludes the following:

1. The purpose for the requested Comprehensive Plan land use map amendment is to provide consistency between the Comprehensive Plan map and the zoning map, and to provide the designation and zone for this property match its anticipated use;

2. The Planning Commission held a public meeting April 5, 2016, and a public hearing on this proposal on April 19, 2016, and passed Resolution 16-05, recommending adoption of this action by City Council;
3. The requested action is supported by, or consistent with, the Comprehensive Plan because Chapter V of the Land Use element (C) Guide to Decision Making, "All zoning decisions must by law be consistent with the comprehensive Plan." This action is specifically intended to make the subject area's zoning and comprehensive plan designation consistent, and the same as the designation and zone on the remaining portion of the property, after the proposed changes are made;
4. The changed circumstances and new information related to the property justify the changes to the land use designation;
5. The proposed designation is consistent with the existing designation of abutting properties to the south and west;
6. The change promotes and ensures a desired land use pattern because the use will support the current use;
7. The proposed land use designation should not be applied to other properties in the vicinity without first meeting the policies of the Comprehensive Plan on their own merit and considered separately from this action. Therefore, approval of this application would not constitute a granting of special privilege; .
8. This action would have no additional impacts on other properties in the vicinity;
9. The change of the land use designation will not pressure other properties in the vicinity to do the same;
10. The proposed changes provide for the public health, safety and welfare; and.
11. This proposed Comprehensive Plan amendment and rezone promotes the best long term interest of the Everett Community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Amendment of the Land Use Map of the Comprehensive Plan. The Comprehensive Plan land use map designation for the north portion of the property at 1019 112th St SW is hereby amended from 1.6: Multiple Family to 4.4: Mixed-Use Commercial/Multiple Family, amending Ordinance No. 2021-94, as amended and as depicted in Exhibit "A".

Section 2: Approval of Rezone. The zoning for the property is changed from R-3: Multiple Family Medium Density to E-1 MUO: Evergreen Way Mixed-Use Overlay, amending Ordinance No. 1671-89, as amended and as depicted in Exhibit "B".

Section 3: Legal Description. The legal description of the area affected by this action is described in Exhibit "C", which is attached hereto and incorporated herein by reference. Any conflict between the legal description and map shall be resolved by referring to the map.

Section 4: Incorporation. Exhibits A, B, and C are hereby made part of this approval and incorporated herein by reference.

Section 5: Severability. Should any section, paragraph, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulations, this shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6: Conflict. In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 7: Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

Section 8: General Duty. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Ray Stephanson, Mayor

ATTEST: _____
City Clerk

Passed: _____

Valid: _____

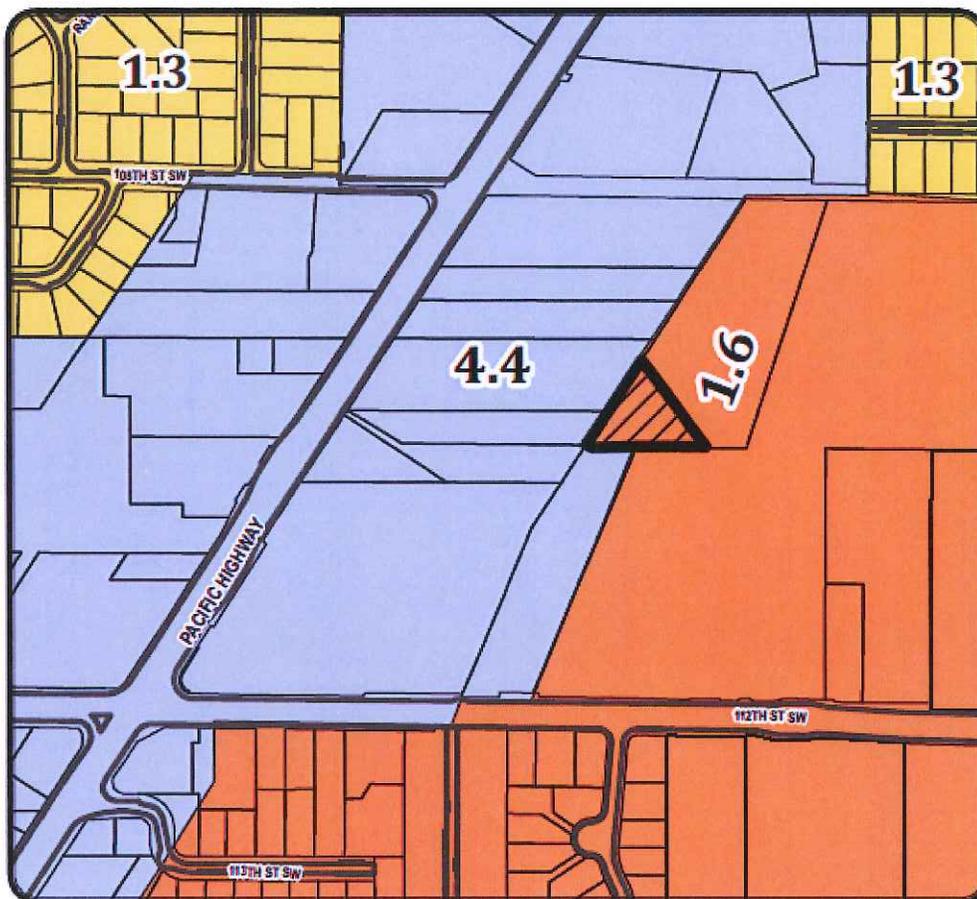
Published: _____

Effective Date: _____

Exhibit A

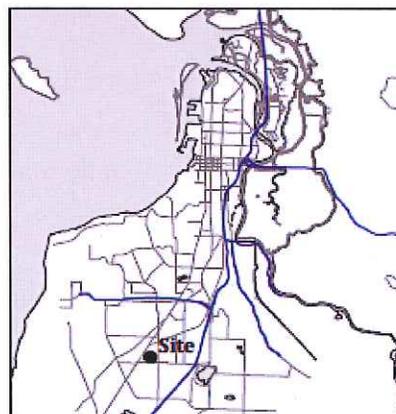
**Community Health Center of Snohomish County
Comprehensive Plan Amendment**

From: 1.6 Multiple Family, 20-29 dwellings per gross acre
To: 4.4 Mixed Use Commercial, Multiple Family



Comprehensive Plan Legend:

-  1.3 Single Family Detached, 10-12 DUA
-  1.6 Multiple Family, 20-29 DUA
-  4.4 Mixed Use Commercial, Multiple Family
-  Action Area



March 2016

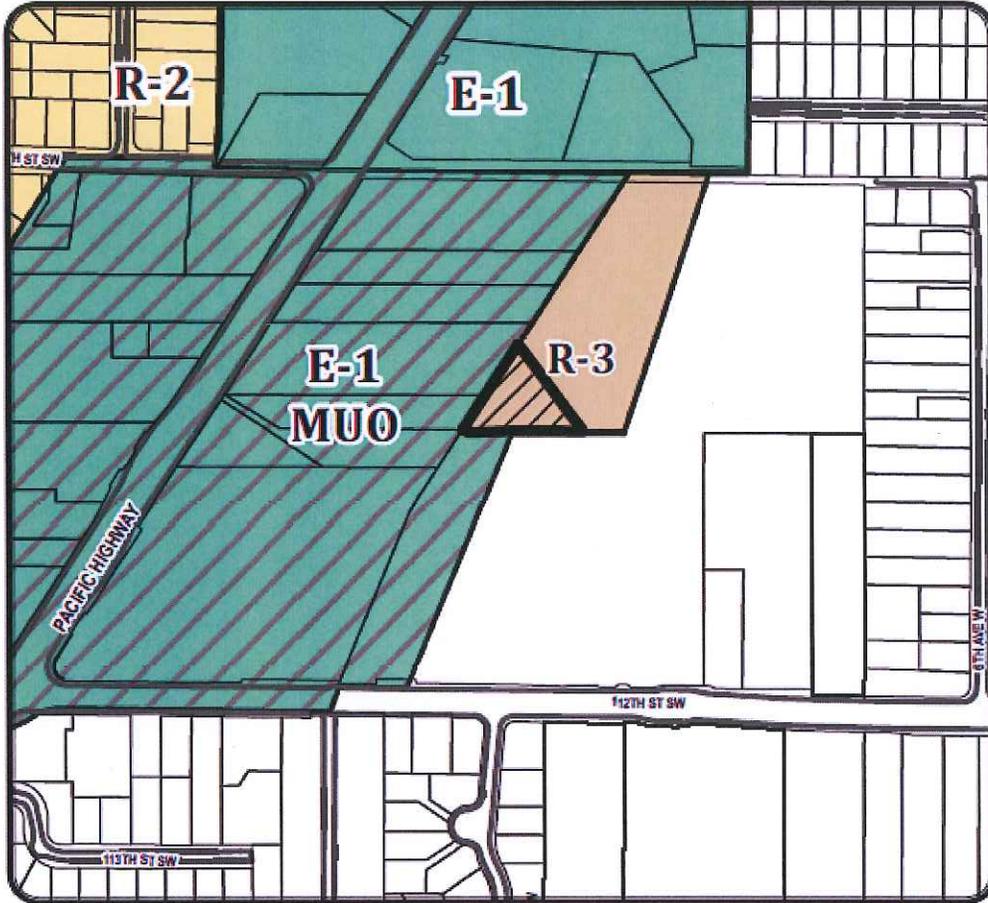
Exhibit B

Community Health Center of Snohomish County

Rezone

From: R-3 Multiple Family, Med Density to

To: E-1 MUO Evergreen Way Mixed Use Overlay



Zoning Legend:

-  R-2 Single Family, Med. Density
-  R-3 Multiple Family, Med Density
-  E-1 Evergreen Way Zone
-  E-1 MUO E-1 Evergreen Way Zone Overlay
-  Action Area



March 2016

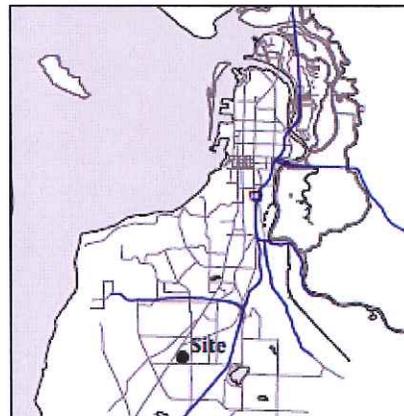


Exhibit C

Legal Description

Commencing at the southeast corner of Lot 8, Block 1, Fairmount, as per plat recorded in Volume 10 of Plats, page 91, records of Snohomish County, Washington; thence west along the south line of said Lot 8, a distance of 100.31 feet to the Point of Beginning; thence N $36^{\circ}20'07''$ W a distance of 276.07 feet to a point on the westerly line of said Lot 8; thence S $32^{\circ}54'48''$ W, along said westerly line, a distance of 264.94 feet; thence N $89^{\circ}59'43''$ E a distance of 307.53 feet to the Point of Beginning. Situate in County of Snohomish, State of Washington.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Purchase of HP Hardware for
Commvault Upgrade

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Finance/Purchasing

Clark Langstraat

425-257-8901

June 15, 2016

Initialed by:

Department Head

CAA

Council President

db

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u> Information Technology, Purchasing
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Amount Budgeted	\$118,030.62	
Expenditure Required	\$118,030.62	Account Number(s): 505 5130000640
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Information Technology needs to purchase HP Server and Storage Hardware to support an upgrade of the City's Commvault data backup solution. Among other things, the upgrade will enable improved email archiving. This hardware is available from competitively bid Washington State/NASPO Contract 05815. The City has an interlocal cooperative purchasing agreement with the state that allows us to make purchases from their competitively awarded contracts in lieu of soliciting bids on our own.

RECOMMENDATION (Exact action requested of Council):

Authorize purchase of HP server and storage hardware from Washington State/NASPO Contract 05815 in the amount of \$118,030.62 including Washington State sales tax.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 1 to the
CivicPlus Advantage Contract

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Initialed by:

Department Head

CAA

Council President

Administration

Meghan

Pembroke

425-257-8687

June 15, 2016

db

Location

Preceding Action

Attachments

Department(s) Approval

Original Agreement
August 13, 2014

CivicPlus Subsite Sales
Forms for City Intranet,
Library and Tourism
Sites, Civic Plus
Advantage Contract

Administration,
Information Technology

Amount Budgeted	\$26,350	
Expenditure Required	\$26,350	\$12,850 – GL 505-5130000640 \$2,350 – GL 505-5130000410 \$3,150 – GL 505-5130000480 \$8,000 – GL 138 510 0000 410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The CivicPlus Advantage Contract was approved by City Council on August 13, 2014. Addendum No 1 provides 3 additional CivicPlus subsites to replace the existing City intranet site and library website and to create a new tourism website.

Funding for the new intranet and library subsites was previously approved by Council on March 31, 2016, as part of Budget Amendment #1. The tourism website will be funded through existing Economic Development funds.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the CivicPlus Advantage Contract at an additional cost of \$26,350.



CivicPlus Subsite Sales Form

Organization	Everett WA Intranet	URL	TBD
Street Address	2930 Wetmore Avenue		
Address 2			
City	Everett	State	WA
		Postal Code	98201
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
Emergency Contact & Mobile Phone	Meghan Pembroke, 425-257-8687 (Office), 425-418-0936 (Mobile)		
Emergency Contact & Mobile Phone	Sarah Reyes, 425-257-7121 (Office)		
Emergency Contact & Mobile Phone	IT Department Help Desk, 425-257-6464 (M-F, 8:00 AM to 5:00 PM)		
Project Contact	Meghan Pembroke	Email	mpembroke@everettwa.gov
Phone	425-257-8687	Ext.	8687
		Fax	425-257-8729
Billing Contact	Meghan Pembroke	E-Mail	mpembroke@everettwa.gov
Phone	425-257-8687	Ext.	8687
		Fax	425-257-8729
Billing Address	2930 Wetmore Avenue, Suite 10-A		
Address 2			
City	Everett	ST	WA
		Postal Code	98201
Tax ID #	91-6001248	Sales Tax Exempt #	N/A
Billing Terms	Annual	Account Rep	Emily Wehling
Info Required on Invoice (PO or Job #)			



CivicPlus Project Development Services & Scope of Services for Subsite		
All Quotes are in US Dollars and Valid until March 31, 2016		
Project Details	Optional	One Time Fee
Design & Project Overview		
<ul style="list-style-type: none"> Administration separate from parent site Separate template from parent site Separate design elements and color scheme from parent site, including template, banner, colors, style, and graphic elements. Unique graphic buttons Unique URL Unique global navigation NOTE: Simple navigation is developed as part of the design. CivicPlus will develop recommended navigation for an additional fee. Existing and future modules separate from parent site Shared site search (returns results from both sites) Up to 20 pages of content will be developed. Additional development may be purchased Training not included 		\$8,000
ADVANCED Subsite Add-Ons		
Additional content development	<i>Optional</i> \$1,450/50 pages	\$1,450
Total Project Development Fee		\$9,450
First Year Annual Services Fee Server storage not to exceed 10 GB		Included
Total Fees Year 1		\$9,450

Hosting fees for your subsite are subject to the renewal terms of the original contract between CivicPlus and Everett WA. The Total Fees for Year 1 will be invoiced on June 1, 2016. Invoicing for Year 2 Annual Services begins one (1) year from agreement signed. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

2nd Year and Beyond Annual Services Fee		\$1,575
<i>Subject to annual increase of 5% year 3 and beyond</i>		
Annual Services Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	Date
	06/01/2016
CivicPlus	Date

<p>Sign and e-mail or Fax this Copy Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502</p>
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.



CivicPlus Subsite Sales Form

Organization	Everett WA Library	URL	http://epls.org/		
Street Address	2702 Hoyt Avenue				
Address 2					
City	Everett	State	WA	Postal Code	98201
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Meghan Pembroke, 425-257-8687 (Office), 425-418-0936 (Mobile)				
Emergency Contact & Mobile Phone	Eileen Simmons, 425-257-8022 (Office); 425-350-0874 (Mobile)				
Emergency Contact & Mobile Phone	Kate Larsen, 425-257-8021 (Office), 425-314-1617 (Mobile)				
Project Contact	Zachary Matthews	Email	ZMatthews@everettwa.gov		
Phone	425-257-7660	Ext.	7660	Fax	425-257-8017
Billing Contact	Meghan Pembroke	E-Mail	mpembroke@everettwa.gov		
Phone	425-257-8687	Ext.	8687	Fax	425-257-8729
Billing Address	2930 Wetmore Avenue, Suite 10-A				
Address 2					
City	Everett	ST	WA	Postal Code	98201
Tax ID #	91-6001248	Sales Tax Exempt #	N/A		
Billing Terms	Annual	Account Rep	Emily Wehling		
Info Required on Invoice (PO or Job #)					



CivicPlus Project Development Services & Scope of Services for Subsite		
All Quotes are in US Dollars and Valid until March 31, 2016		
Project Details	Optional	One Time Fee
Design & Project Overview		
<ul style="list-style-type: none"> Administration separate from parent site Separate template from parent site Separate design elements and color scheme from parent site, including template, banner, colors, style, and graphic elements. Unique graphic buttons Unique URL Unique global navigation NOTE: Simple navigation is developed as part of the design. CivicPlus will develop recommended navigation for an additional fee. Existing and future modules separate from parent site Shared site search (returns results from both sites) Up to 20 pages of content will be developed. Additional development may be purchased Training not included 		\$8,000
ADVANCED Subsite Add-Ons		
Additional content development	Optional \$900/25 pages	\$900
Total Project Development Fee		\$8,900
First Year Annual Services Fee		Included
Server storage not to exceed 10 GB		
Total Fees Year 1		\$8,900

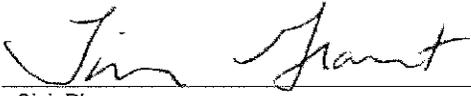
Hosting fees for your subsite are subject to the renewal terms of the original contract between CivicPlus and Everett WA. The Total Fees for Year 1 will be invoiced on June 1, 2016. Invoicing for Year 2 Annual Services begins one (1) year from agreement signed. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

2nd Year and Beyond Annual Services Fee		\$1,575
<i>Subject to annual increase of 5% year 3 and beyond</i>		
Annual Services include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	Date
	06/02/2016
CivicPlus	Date

Sign and e-mail or Fax this Copy Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	And – Mail Two (2) Signed Originals CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.



CivicPlus Subsite Sales Form

Organization	Everett WA Tourism	URL	TBD
Street Address	2930 Wetmore Avenue		
Address 2			
City	Everett	State	WA
		Postal Code	98201
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
Emergency Contact & Mobile Phone	Meghan Pembroke, 425-257-8687 (Office), 425-418-0936 (Mobile)		
Emergency Contact & Mobile Phone	Sarah Reyes, 425-257-7121 (Office)		
Emergency Contact & Mobile Phone	IT Department Help Desk, 425-257-6464 (M-F, 8:00 AM to 5:00 PM)		
Project Contact	Meghan Pembroke	Email	mpembroke@everettwa.gov
Phone	425-257-8687	Ext.	8687
		Fax	425-257-8729
Billing Contact	Meghan Pembroke	E-Mail	mpembroke@everettwa.gov
Phone	425-257-8687	Ext.	8687
		Fax	425-257-8729
Billing Address	2930 Wetmore Avenue, Suite 10-A		
Address 2			
City	Everett	ST	WA
		Postal Code	98201
Tax ID #	91-6001248	Sales Tax Exempt #	N/A
Billing Terms	Annual	Account Rep	Emily Wehling
Info Required on Invoice (PO or Job #)			



CivicPlus Project Development Services & Scope of Services for Subsite		
All Quotes are in US Dollars and Valid until March 31, 2016		
Project Details	Optional	One Time Fee
Design & Project Overview		
<ul style="list-style-type: none"> Administration separate from parent site Separate template from parent site Separate design elements and color scheme from parent site, including template, banner, colors, style, and graphic elements. Unique graphic buttons Unique URL Unique global navigation NOTE: Simple navigation is developed as part of the design. CivicPlus will develop recommended navigation for an additional fee. Existing and future modules separate from parent site Shared site search (returns results from both sites) Up to 20 pages of content will be developed. Additional development may be purchased Training not included 		\$8,000
Total Project Development Fee		\$8,000
First Year Annual Services Fee Server storage not to exceed 10 GB		Included
Total Fees Year 1		\$8,000

Hosting fees for your subsite are subject to the renewal terms of the original contract between CivicPlus and Everett WA. The Total Fees for Year 1 will be invoiced on June 1, 2016. Invoicing for Year 2 Annual Services begins one (1) year from agreement signed. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

2nd Year and Beyond Annual Services Fee		\$1,575
<i>Subject to annual increase of 5% year 3 and beyond</i>		
Annual Services Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (GST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	Date
	06/01/2016
CivicPlus	Date

<p>Sign and e-mail or Fax this Copy Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502</p>
--	---

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.



CivicPlus Advantage Contract

Organization	City of Everett		URL	ci.everett.wa.us (old)/everettwa.gov(nc)	
Street Address	2930 Wetmore Avenue				
Address 2					
City	Everett	State	WA	Postal Code	98201
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Meghan Pembroke, 425-257-8687 (office), 425-418-0936 (Mobile)				
Emergency Contact & Mobile Phone	Marla Carter, 425-257-8875 (office), 425-512-3747 (Mobile)				
Emergency Contact & Mobile Phone	IT Department Help Desk, 425-257-6464 (M-F, 8:00 AM-5:00 PM PT)				
Billing Contact	Meghan Pembroke		E-Mail	mpembroke@everettwa.gov	
Phone	425-257-8687	Ext.	8687	Fax	425-257-8729
Billing Address	2930 Wetmore Avenue, Suite 10-A				
Address 2					
City	Everett	ST	WA	Postal Code	98201
Tax ID #	91-6001248		Sales Tax Exempt #	N/A	
Billing Terms	Annual		Account Rep	Danny Elmore	
Info Required on Invoice (PO or Job #)					
Contract Contact	Dorothy Claymore		Email	dclaymore@everettwa.gov	
Phone	425-257-7070	Ext.	7070	Fax	425-257-8864
Project Contact	Meghan Pembroke		Email	mpembroke@everettwa.gov	
Phone	425-257-8687	Ext.	8687	Fax	425-257-8729

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Everett ("Client") that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables and Exhibit C – Website Redesign and Implementation of a Web Content Management System Proposal, attached hereto. All services shall be provided in a professional and workmanlike manner and in compliance with industry standards and by qualified personnel.

Additional Services

2. Client may contract, by written amendment to this agreement, with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (CivicPlus Project Deliverables) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.



Service & License Agreement for Everett, WA

3. Client may contract, by written amendment to this agreement, with CivicPlus for additional Annual Services that exceed those defined in Exhibit A. CivicPlus will invoice Client for Annual Services immediately prior to project Go-Live.
4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
5. Modules that incur additional usage fees may be purchased and activated at any time.

CivicPlus Advantage Billing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a three (3) year period. See Exhibit A for complete details and fee options.

6. Billing for the CivicPlus Advantage Plan begins upon contract signing.
7. The Client shall sign a project completion and acceptance form prior to Project Go-Live. All Parties agree that the website will not go-live until the project is accepted in writing by the Client. At the time of project acceptance, immediately prior to website go-live, if the City does not reasonably agree that CivicPlus has delivered a fully functioning government website, CivicPlus will refund any fees paid, and cancel any project development invoices outstanding, and cancel this agreement completely, with no remaining obligations. By signing the project acceptance form, the City agrees that CivicPlus has created a fully functioning government website; at that time the website will go-live.
8. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$12,987 is subject to a technology investment and benefit fee of 3 percent (%) of the total Annual Services costs.
 - i. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Exhibit B. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 15.
9. Fees for the CivicPlus Advantage Plan are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date.
10. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
11. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
13. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
14. Provided the Client's account is current, at any time the Client may request, and CivicPlus will provide, an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request, and CivicPlus will provide, a complimentary electronic copy of website Customer Content.

Agreement Renewal

15. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date. Alternatively, the Client may, upon receipt of the CivicPlus invoice for the renewal, give notice of termination. The Contract Renewal Date is thirty-six (36) months after the original contract was signed by the Client. Renewal Options are listed in Term 8 of this Agreement.
16. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 15 days of termination, unless Client terminated this Agreement for cause because of CivicPlus breach of this Agreement, in which case no fees are due.



Service & License Agreement for Everett, WA

17. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2) and three (3) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 15 days of termination, unless Client terminated this Agreement for cause because of CivicPlus breach of this Agreement, in which case no fees are due. .

Support

18. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
19. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
20. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
21. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

22. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
23. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
24. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
25. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website
26. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

27. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content.
28. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
29. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
30. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Indemnification

31. Each party shall defend, indemnify and hold harmless the other party, its elected and appointed officials, partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of the party seeking the defense, indemnity or hold harmless. . If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

32. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client, except for those carriers/providers contracted by CivicPlus in the delivery of its obligations/deliverables under this Agreement.. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
33. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

34. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

35. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Miscellaneous Provisions

36. All work performed by CivicPlus in connection with the services performed under this Agreement shall be performed by CivicPlus as an independent contractor and not as the agent or employee of the City.
37. A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default.
38. The provisions of this Agreement are for the exclusive benefit of the City and CivicPlus. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third person.
39. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington in and for Snohomish County.
40. This Agreement, including Exhibits A and B, constitutes the full and entire understanding and agreement between the parties for performance of the services described herein. This Agreement may not be modified in any manner whatsoever without the express written consent of the City, and the express written consent of CivicPlus.



Service & License Agreement for Everett, WA

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Moght Shah
Client

8/27/14
Date

James D. De
Legal

8/25/14
Date

Ray Stephenson
Mayor

8-27-2014

Sharon Fulla
Clerk

8-27-2014
Date

Debra McNew
CivicPlus

Aug. 1, 2014
Date

<p>Sign and E-mail or Fax this Copy Attn: Contract Manager E-mail: SalesCoordinators@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502</p>
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from July 15, 2014.

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$79,058
<i>Server Storage not to exceed 100 GB</i>	
	Total First Year Fee \$79,058
	Total Second Year Fee \$12,609
	Total Third Year Fee \$12,609

At the request of the City of Everett, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Project Development & Annual Services	
Year One	\$ 34,759
Year Two	\$ 34,759
Year Three <small>(Client may terminate contract at the end of 36 months or select from options available in Term 8 of the Terms & Conditions)</small>	\$ 34,759

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Project Development

<p>Kick-Off Meeting <u>Deliverable:</u> Project Timeline, training jump start and worksheets</p>	Included
<p>Phase 1: Consulting <u>Deliverable:</u> Needs assessment, best practices and worksheets</p>	Included
<p>Phase 2: Website Preview Presentation <u>Deliverable:</u> Website layout and mood board will be presented for your approval</p>	Included
<p>Phase 3: Website Reveal Presentation <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.</p>	Included
<p>Phase 4: 40 Hours Customized Interactive Webinar Training for up to 6 employees <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	Included
<p>Phase 5: Go Live <u>Deliverable:</u> Content migrated from the current primary site to new site based on best practice recommendations. Custom website. Registration of site with all major search engines. <i>Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.</i></p>	Included
Additional Functionality	
Google Translation Tool	Included
Unlimited Users - Citizen's Request Tracker	Included
Subsite – includes up to 20 pages of content migration	Included
2 Department Header Packages – includes up to 20 pages of content migration each	Included
LDAP Integration	Included
Options Included in One-Time Fee	
<p>Phase 1: Content Consultation Three days on-site, up to six departments per day. <i>Quote includes travel expenses.</i> A consultation package concentrating on evaluating current website content and making recommendations for improved content development, presentation and maintenance. <u>Deliverable:</u> A comprehensive report on evaluation of current content (placement, length, style and effectiveness), recommendations for improvement or creation of new content, a follow-up report reviewing the results of implemented suggestions.</p>	Included
<p>Total Project Development and Deployment Fee <i>Initial GCMS® upgrades, maintenance, support and hosting included – no additional cost</i> <i>Server Storage not to exceed 100 GB</i></p>	\$79,058
Total Fees Year 1	
\$79,058	



Project Development and Deployment Includes the Following:		
Modules	Functionality	
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations with Activities • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Online Job Application with 1 Generic Application • Opinion Poll • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ (Mobile Website Browsing) • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • Rotating Content • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log 	
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B – Basic Redesign of Website

**CivicPlus Project Development Services & Scope of Services for
CP Basic Redesign**

- New design
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be formatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct



Service & License Agreement for **Everett, WA**

Exhibit C – Website Redesign and Implementation of a Web Content Management System



CIVICPLUS™
HELPING COMMUNITIES ENGAGE & INTERACT



Website Redesign and Implementation of a Web Content Management System

The City of Everett, WA • July 30, 2014



+ CONNECTING PEOPLE

Developed by Danny Elmore
Regional Sales Manager
317 Houston St., Suite E Manhattan, KS 66502
888-228-2233 x310 + Direct 785-323-41510
Fax 785-587-8951 + elmore@CivicPlus.com



Introduction

The city of Everett wishes to transform its website with an innovative design that enables visitors to find the services and information they need. The website should be user-friendly and utilize the latest technology to provide a convenient source of information to better communicate with citizens.

The CivicPlus-Proven Development Approach

CivicPlus provides our eGovernment communication solution to more than 50 million citizens in more than 1,600 municipalities – cities and counties of every size across the United States, Canada and Australia. For more than a decade, CivicPlus has focused on government clients, giving our customers access to the latest in next-generation applications that meet and exceed their needs. Those needs include:

- A unique and customized website design with minimal work and time commitments from the city of Everett's staff
- Intuitive navigation and page layout with unlimited submenus and subpages
- Interactive functionality through our Government Content Management System (GCMS®)
- Continuously updated, cutting-edge solutions designed by eGovernment experts for governments
- A per-project, customized pricing model with comprehensive training and unlimited support included

Hundreds of Cities & Counties Are Upgrading to CivicPlus Each Year

It's simple: CivicPlus knows municipal government.

- No one else offers the CivicPlus Government Content Management System (GCMS®).
- No one can match our interactive suite of tools that enable governments to better engage and communicate with their citizens.
- No one can match the CivicPlus development process and the depth of our implementations designed by experts who know local government, its people and its processes.
- No one can match our track record – period.

CivicPlus for the city of Everett

The following proposal contents include:

- CivicPlus' capabilities, experience and commitment to our clients, as well as our approach and methodology to transforming your site
- Ongoing training and consultation
- Creativity and recommended functionality usage to engage and attract site visitors
- Price estimate

All estimates are negotiable based on client requests. We encourage you to schedule a 45-minute demonstration of the latest site developments and the administrative interface that allows non-technical users the ability to update the website as needed.

At CivicPlus, we have a passion for building websites. We'd like to partner with you to build a website your citizens will use.



What Is Community Engagement?

At its core, community engagement is expectation.

More than 75 percent of U.S. residents are connected online. They bank online. They pay bills online. They chat, they opine, they find love... all via the internet. The web has become the first resource for the vast majority of people when they need to find an answer to a question, locate a service, file a complaint or conduct business.

The expectation is that local government should be conducting business online as well.

However, having an engaged community means going beyond the basics of the web. Community engagement is:

- **Transparency** - Removing the veil from local government by providing citizens with open access to government through citizen-centric technologies and information structures
- **Citizen Sourcing** - Encouraging citizens to get active, get involved and take ownership of local issues, all through an easily available communication method they're likely to use
- **MicroVoting** - Allowing citizens' voices to be heard, and making that voice resonate with government leaders in ways that allow for a finger to be placed on the pulse of the citizen's wants and needs

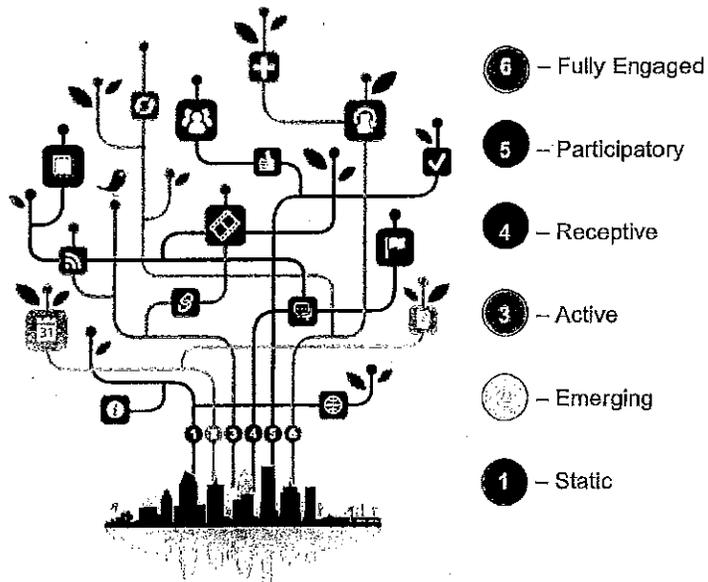
Local governments provide so much service, infrastructure and support to our communities, but too often those efforts go unnoticed and unappreciated. Community engagement is a two-way street - it's letting your citizens have a voice and letting them know why government matters.

Where You Rank on the Community Engagement Scale™

Governments across the nation find themselves in various stages on the Community Engagement Scale™. Some may inhabit multiple stages, and others may be reluctant to engage more deeply due to concerns of openness and the criticism that may accompany it.

Where does the city of Everett fit within the 6 Levels of Digital Community Engagement? What does each stage look like? What will it take to reach the top?

Only CivicPlus can provide these answers, because CivicPlus is the only government website provider focused on equipping communities to better engage and interact with their citizens.



How CivicPlus Can Make Your Job Easier

All of our modules and features are designed to help improve interaction with citizens and users on your website, but here are a few examples from CivicPlus that help take community engagement to the next level:

- Citizen Request Tracker™
- Community Voice™
- Alert Center
- Calendar
- Facilities and Reservations
- Form Center
- Notify Me®
- News Flash
- ePayment Center



History of CivicPlus

Since our inception, CivicPlus has been capturing the passion our customers have for their communities and their residents with high-quality, next-generation websites. We consider it a privilege to partner with municipalities to provide the individuals, families and organizations in your community a website that serves as a primary, interactive communication tool.

Icon Enterprises, Inc., does business as CivicPlus and Networks Plus and employs more than 100 people. Incorporated in Kansas in 1998, we began providing technical-related services in 1994.

CivicPlus was born out of four rural cities' desire for a progressive way to maintain their websites without the burden of employing a continual webmaster. They sought a system that would allow routine updates and changes to be implemented by city staff, regardless of technical skill. After close consultation with these four initial cities, an innovative tool that automated the process of updating website content was developed.

Today, under the leadership of founder Ward Morgan, CivicPlus has more than 165 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,600 clients. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting.

Our technical and development staff holds a variety of certifications including: Microsoft-certified system engineer, Cisco-certified engineer, Microsoft-certified software developer, Microsoft Office user specialist and project management professional from the Project Management Institute.

Company Information

Legal Name	Icon Enterprises, Inc., d/b/a CivicPlus	Primary Office	317 Houston St. Suite E Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Incorporated In	State of Kansas		
Company Founder	Ward Morgan, President/CEO	Company Website	www.CivicPlus.com
GSA Contract	# GS-35F-0124U	DIR Contract	# DIR SDD 1636
CMAS Contract	# 3-13-70-2966A	TIPS/TAPS Contract	# 2092613
Additional Locations	Charleston, SC Sherwood, OR	Chicago, IL Spring Hill, KS	Fort Collins, CO St. Louis, MO Hermitage, TN Topeka, KS

"With CivicPlus, you're not just getting a website. It's social media, it's emergency alerts, it's my weekly blog, it's the mobile version of the site. Our website is tied to Facebook and Twitter, so updates are automatic. We're pushing information to where the people are. What good is all the good in your community if no one knows about it?"

-Thomas Russo, Newton Township, New Jersey



The CivicPlus Effect – Award-Winning Websites & Exceptional Results

Since 2006, CivicPlus clients have won an amazing 377 awards for their websites, and recently, the Center for Digital Government awarded CivicPlus their "Best Fit Integrator" award for being among the best private-sector information technology integrators for delivering extraordinary digital solutions to public IT projects. This distinction puts CivicPlus alongside Accenture, IBM, Motorola and Northrup Grumman as the true leaders in municipal government technology.

Our customers are proof that by partnering with CivicPlus, your new website will be amazing. Below is just a sampling of some of the most prestigious awards in the industry earned by CivicPlus customers.

Some of our Award-Winning Clients...

Castle Rock, CO	crgov.com	Ontario County, NY	co.ontario.ny.us
Amherst, MA	amherstma.gov	Richland, WA	ci.richland.wa.us
Hinton, AB	hinton.ca	Farragut, TN	townoffarragut.org
Avondale, AZ	ci.avondale.az.us	Maui County, HI	co.maui.hi.us
Wauwaukee, WI	vil.wauwaukee.wi.us	Athens-Clarke County, GA	athensclarkecounty.com
Broken Arrow, OK	brokenarrowok.gov	Dodge City CVB, KS	visitdodgecity.org
Richmond, CA	ci.richmond.ca.us	Montrose, CO	cityofmontrose.org
Missoula, MT	ci.missoula.mt.us	Port of Galveston, TX	portofgalveston.com
Tequesta, FL	tequesta.org	Cumberland County, PA	ccpa.net
Beaverton, OR	beavertonoregon.gov	Danville, VA	danville-va.gov
Caddo Parish, LA	caddo.org	Webster, TX	cityofwebster.com

Recognition

Integrator



HORIZON
INTERACTIVE AWARDS

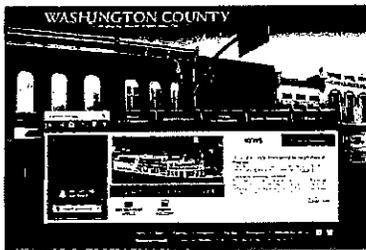


NACIO
National Association of County Information Officers



High-Impact, Custom Designs Created Specifically for Your Community

Our programmers implement our designers work – not the other way around – so options for a unique site are endless. Designs that truly represent your unique image, message and brand come through extensive access to and consultation with our design team. Our portfolio demonstrates our graphic designers' vast creative abilities and styles. Additional examples can be provided upon request or can be viewed at www.CivicPlus.com/designs.



Washington County, OH – www.washingtongov.org

Design Details: Washington County's history shines through in this simple yet sophisticated design. An intuitive layout guides the user to important information while fostering ease of use among the community.

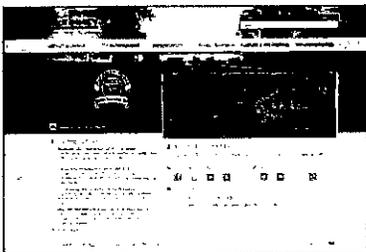
Also Look For: Mouse-over buttons and click through scrolling menus guide you easily to popular features within this homepage.



Jeffersontown, KY – www.jeffersontownky.com

Design Details: Jeffersontown's website does a great job showing off the amenities offered in the State of Kentucky. The design color scheme is a reflection of their branding and seal.

Also Look For: The use of the ePayment module and Code Red integration.



McKinney, TX - www.mckinneytexas.org

Design Details: Straightforward navigation coupled with an uncluttered homepage and subtle color scheme make the user experience an enjoyable – and easy – one.

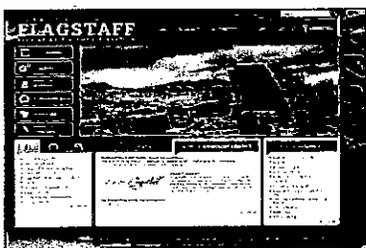
Also Look For: McKinney's Economic Development Corporation and Convention & Visitors Bureau subsites.



Banff, AB – www.banff.ca

Design Details: Client wanted a minimalist website design. The top banner features pop-out navigation. Simple homepage for ease of search and navigation.

Also Look For: Extensive use of Calendar and Citizen Request Tracker modules.



Flagstaff, AZ – www.flagstaff.az.gov

Design Details: Flagstaff fosters community engagement by providing a simple and clean navigation structure. The beautiful landscape imagery is a reflection of a unique natural formation that dominates the landscape.

Also Look For: The "E-Services" section enables the user to monitor their utility account and pay bills as well as view streamed city meetings right from the comfort of their homes.



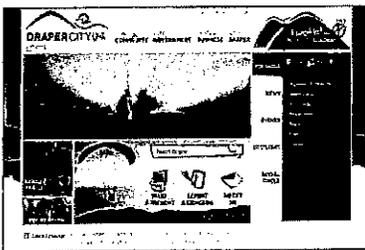
Designs Continued...



Kodiak, AK – www.kodlakak.us

Design Details: Kodiak Island's uncluttered layout draws the user's attention to important community news and announcements. The site's subtle color scheme highlights the beauty of the magnificent scenery.

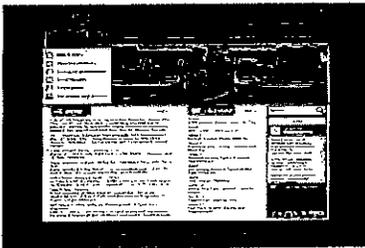
Also Look For: "Find It Quick" mega menu section making online services and answers to questions available with one click.



Draper, UT – www.draper.ut.us

Design Details: This simple yet elegant design goes to the heart of the culture in this community – a community focused on preserving its unique identity and heritage.

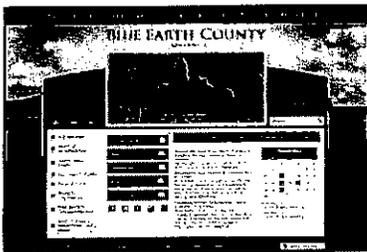
Also Look For: The extensive use of the Facilities module for parks and trails, as well as department header packages for the Draper Amphitheater and Police Department.



Litchfield Park, AZ – www.litchfield-park.org

Design Details: A great example of how a "dark" website can still be robust and appealing to the eye.

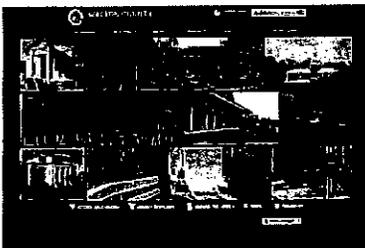
Also Look For: Hover over the "Citizen Center" and take a look at the Mega Menu linking the public to loads of community information.



Blue Earth County, MN – www.blueearthcountymn.gov

Design Details: "Effectively and efficiently delivering essential services" perfectly describes Blue Earth County's appealing web design. Bold blue colors and panoramic images burst from the page to highlight the beauty of the area.

Also Look For: The use of social media integration and library subsite.



Walton County, FL – www.co.walton.fl.us

Design Details: Beautiful community images and a unique page design invite the user to explore the county's services, check the current beach conditions, and catch up on the news – in just one click.

Also Look For: The use of the CivicPlus Frequently Asked Question module and Google Translation Tool.

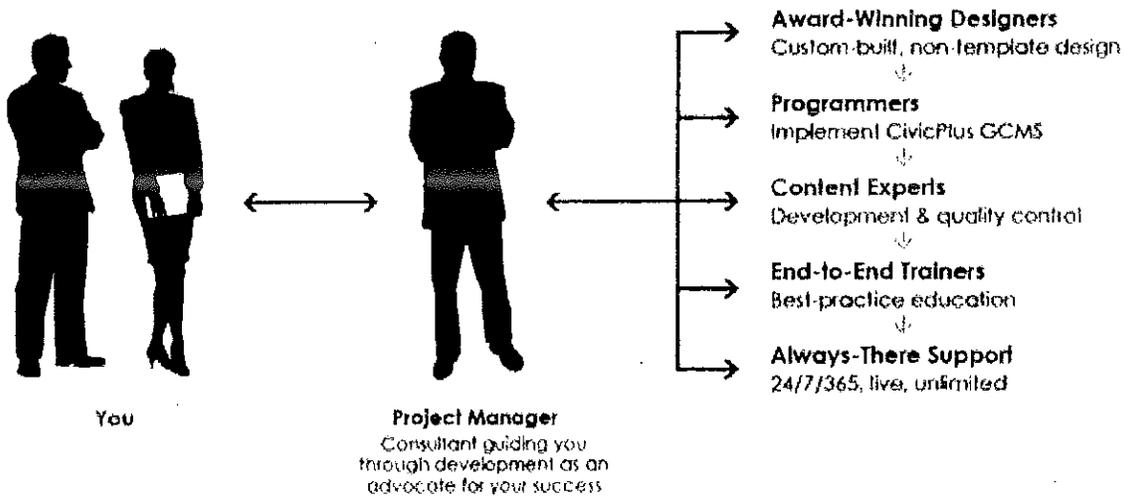


Let Our Experts Be Your Trusted Advisors

Only CivicPlus offers the depth and breadth of staff for next-generation eGovernment communication projects. Depending on the size of and duration of your project and whether you utilize our creative, branding and advisory consulting teams, we will engage between six to 11 experienced staff members.

Utilizing his strong technology background, your dedicated senior regional sales manager, Danny Elmore, initially works with you to determine the best solutions for your administrative users and website visitors.

A member of our seasoned project management team oversees the inter-departmental and client interactions, assuring that your project will be developed in a timely manner by professional website experts. Using their knowledge of effective online citizen engagement techniques – with specific case studies and examples – they will ensure the process transitions smoothly from phase to phase. After the completion of each phase, you will be encouraged to fill out a survey rating the project process as well as CivicPlus personnel. The CEO receives the surveys and is personally accountable for your satisfaction, which we guarantee, or we'll refund your money.



A Process Dedicated to Helping You Succeed

Upon completion of a custom design, setup of the website, development of modules, content development and quality control review, your trainer works to ensure your staff masters the simple Government Content Management System (GCMS®) and learns basic website usability concepts. Your new site is then launched and your support calls are handled by our Client Care Department.

Your Role

Your role during the project will be to answer questions, provide input, gain your staff's feedback to complete forms and provide necessary information so CivicPlus can develop recommendations for your design, navigation and content. Your project manager will explain the work required to achieve your goals. Pre-project, on-site strategic planning sessions can be added to the project at an additional cost.

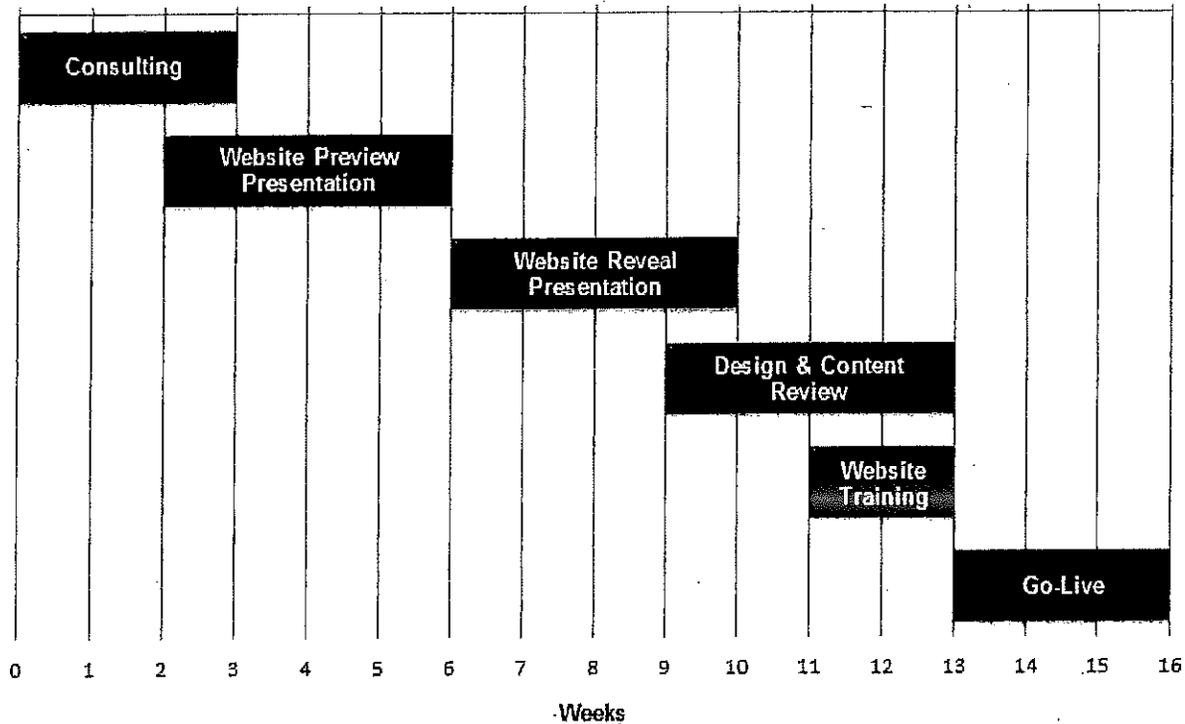
"A company is created by its people. The CivicPlus staff is phenomenal. CivicPlus is going to understand what your town means to you and your residents and how you want your town or city to appear. They are just as passionate about promoting your area as you are."

-Karen McGrath, Castle Rock, Colorado



Our Project Development Approach

Consulting, design, usability guidance, programming, secure hosting and dedicated training – CivicPlus delivers all of this and more during the development of your new website.



Typical Project Timeline	Timeline
Phase 1 - Consulting (may vary with on-site meetings) Includes: Needs assessment, best practices and takeaways assigned.	4-5 weeks
Phase 2 - Website Preview Presentation Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.	3-5 weeks
Phase 3 – Website Reveal Presentation Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and takeaways assigned.	3-4 weeks
Phase 4 – Customized Website Training (varies based upon amount of content) Includes: Customized to give your staff the skills they need to maintain your website.	3-4 week
Phase 5 – Go Live	3-4 weeks
Website Launch	16 -22 Weeks (On Average)

We rarely supply a custom timeline in our proposal responses. Working together, we want to ensure a realistic timeline is available to meet your specific goals. Through the outline of our proven development model provided in this proposal, development timelines can be estimated based on the date of the project's initiation.



Responsive Design

Design is not only about reflecting your community's unique personality, but also about the citizen experience. Every day, more users visit websites using tablets and mobile devices than ever before. Those users are looking for the same content and features available on the full website – CivicPlus' responsive design capabilities open the door for a truly device-independent experience.

Through dynamic resizing of graphics and architectural elements, responsive CivicPlus sites alter their presentation to fit whatever devices citizens are using to access the content – mobile devices, tablets, laptops and desktops. There's no need for separate mobile versions of the website that may limit the amount of content that can be displayed. A responsive site covers all devices and all screen sizes. This means more than a trendsetting way to view content; it means accessibility and communicating with your citizens in the ways they expect.

In addition to responsive design, CivicPlus can meet your accessibility needs through a number of other methods, including custom mobile applications for specific smartphone or tablet operating systems and our advanced mobile detect and display technology, MuniMobile. Your project teams will consult with you regarding the possibilities of all options, ensuring your new site meets both your needs and your citizens' expectations.

Ongoing Training & Support Opportunities

We want your website to be an investment that holds its value over time rather than a big expense that you have to budget for every few years. We apply this same thinking to our approach toward training and support, too. After the launch of your website you should be able to keep current staff as well as new-hires trained and supported as they update and maintain your site. CivicPlus offers ongoing training and support, as well as the incredible resource of more than 1,600 other municipalities that use the CivicPlus Government Content Management System (GCMS®). Stay up to date and always informed with unlimited access to the CivicPlus Connection.



When you join the CivicPlus community, you're connecting with our entire staff as well as a network of more than 1,600 cities, counties and other government entities that use the CivicPlus solution. CivicPlus Connection – a social network for CivicPlus users – invites our customers to engage us and each other even more!

By logging onto CivicPlus Connection, you can:

- Earn different levels of CivicPlus certification, from contributor to webmaster, at our online testing center
- Access online training manuals and videos to learn the tips, tricks and processes to become the expert at creating the best website for your users in the CivicPlus University section
- Attend webinar series for refresher trainings or for sneak peeks at the newest features and functionality in development
- Try to stump the CivicPlus trainers with a question
- Share ideas and contribute to bettering our community through opinion polls, surveys and group discussions
- Stay up to date on the latest trends in web technology, design and government processes through blogs, webinars and informational updates tailored to local government professionals
- Access our always-available online support center for our clients
- Signup to be a part of the CivicPlus beta testers to get your hands on the newest features and functionality first

The CivicPlus Connection is another exciting benefit to the CivicPlus client experience and available only for clients who have been through initial training.



Resource Center

With CivicPlus, you will discover a team of people ready to help you at any time. We are not just with you for the development, design and launch – we will be here year after year to respond to new needs and new opportunities for you to build you site into the best site it can be.

Community Engagement Consultants

CivicPlus has a team of Community Engagement Consultants to help you implement the tools needed to successfully meet the level of Community Engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Around-the-Clock Technical Support

Our support personnel are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls and emails, and emergency services are available after regular hours with our on-call staff 24-hours a day.

In addition to fielding support requests, CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. Our expertise in website management provides assurance to our clients that their site is in good hands.

Maintenance & Support Includes:	
Support	Maintenance of CivicPlus Application & Modules
7 a.m. – 7 p.m. (CST) Mon. – Fri. (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	Upgrades
Dedicated Support Personnel	Fixes
2-hour Response During Normal Hours	Improvements
Usability Improvements	Integration
Integration New and Upgraded Services	Testing
Proactive Support for Updates and Fixes	Development
Online Training Manuals	Usage License
Monthly Newsletters	
Phone Consulting	
CivicPlus Connection	

Automatic CivicPlus Software & Module Updates

All CivicPlus customers receive the benefits of new features and upgrades that we add to our ever-growing Government Content Management System (GCMS®). The core of the CivicPlus product offering grows with you and your community, ensuring that your site never grows stale and that your website is truly an investment.

Mobile Website Detection & Browsing

Mobile browsing is automatically available with a CivicPlus-developed website, meaning your residents can easily access and refresh your site and its important content from any mobile platform, such as their iPhones, Androids, Blackberrys, etc.

Software Licensing

No programs or software are necessary to install, meaning you and your staff can update the site from any internet connection or platform (Mac or PC) at any time. The city of Everett will *not* pay money per seat to install software. You can have an unlimited number of users in the system. Citizens Request Tracker is limited to 5 users; additional user licenses may be purchased.



CivicPlus Project Development

All Quotes are Valid for 2014.

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$79,058
<i>Server Storage not to exceed 100 GB</i>	
Total Fees Year 1 \$79,058	

With CivicPlus' Annual Services, you'll enjoy redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, unlimited upgrades, recurring training, and access to the CivicPlus community. Protecting your investment is important, and our Annual Services allow you to receive maximum benefit at minimal cost. Over the course of a year, you'll receive software upgrades, maintenance and optimization. Additionally, your staff will have full access to our support staff, ensuring that they're always up to date on our latest features and functionality.

Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting)	\$12,609
<i>Billed 12 months from contract signing; subject to annual 3% increase year 3 and beyond</i>	

Optional Multi-Year Payment Plan – CivicPlus Advantage

CivicPlus Advantage offers local governments an alternative payment plan that eases the impact of a new website on your budget and **spreads the one-time project development costs over a longer period of time.**

Through a minimum three-year contract, CivicPlus Advantage dramatically lowers the one-time project development and start-up costs of launching a new website, **combining one-time and recurring fees and spreading them over the life of the contract.**

CivicPlus Advantage	1st Year	2nd Year	3rd Year	4th Year
Annual Recurring Fees	\$34,759	\$34,759	\$34,759	\$12,987



The CivicPlus Recurring Redesign

At CivicPlus, we realize that over time, you might decide that you want to change your design by giving it a visual refresh, so to speak. On average, we have noticed that clients tend to request a redesign about every four or five years in the life of a typical government website.

But instead of starting completely over from scratch with a new website rebuild, CivicPlus has an option that can not only help save you time and effort, but *lots* of money too!

At the end of your fourth year of continuous service with us, you are eligible to receive a website redesign with no further out-of-pocket expense. The cost of the redesign is included in your annual fees each year, giving you the knowledge that your website design will never become stale and that you'll never have to build your site from the ground up again!

The CivicPlus Redesign Option Includes:

- New CivicPlus Basic Redesign
- Redevelop banner
- Up to three graphic buttons to promote special services
- Redevelop navigation method (may choose top drop-down or other options)
- Select color scheme to match new graphics
- Design setup – wireframe
- Print this page option
- Email this page option
- Breadcrumbs
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project management
- Testing
- Review
- Content migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be rewritten or pages broken up (shortened or resectioned) during this process to reflect best web usability practices.
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly



Project Development

<p>Kick-Off Meeting <u>Deliverable:</u> Project Timeline, training jump start and worksheets</p>	Included
<p>Phase 1: Consulting <u>Deliverable:</u> Needs assessment, best practices and worksheets</p>	Included
<p>Phase 2: Website Preview Presentation <u>Deliverable:</u> Website layout and mood board will be presented for your approval</p>	Included
<p>Phase 3: Website Reveal Presentation <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.</p>	Included
<p>Phase 4: 40 Hours Interactive Webinar Training <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	Included
<p>Phase 5: Go Live <u>Deliverable:</u> Content migrated from current primary site to new site based on best practice recommendations. Custom website. Registration of site with all major search engines. <i>Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.</i></p>	Included
Additional Functionality	
<p>Google Translation Tool</p>	Included
Options Included in One-Time Fee	
<p>Content Consultation Three days on-site, up to six departments per day. <i>Quote includes travel expenses.</i> A consultation package concentrating on evaluating current website content and making recommendations for improved content development, presentation and maintenance. <u>Deliverable:</u> A comprehensive report on evaluation of current content (placement, length, style and effectiveness), recommendations for improvement or creation of new content, a follow-up report reviewing the results of implemented suggestions</p>	Included
Subsite (1)	Included
Department Header Package (2)	Included
Unlimited Citizen Request Tracker Users	Included
LDAP Integration	Included



Optional Project Enhancement

Options	One-Time Fee
<p>Pre-Implementation: On-Site Kick-Off Meeting Three days on-site. <i>Quote includes travel expenses.</i></p> <p>A consultation package concentrating on your website committee's design goals, audience goals and meet with departments to kick-off with a project overview.</p> <p><u>Deliverable:</u> A document summarizing the meetings, with analysis and recommendations. Design information gathered.</p>	<p>Optional \$10,000</p>
<p>Phase 1: Process Roadmap Consultation Three days on-site. <i>Quote includes travel expenses</i></p> <p>A consultation package concentrating on evaluation of processes for customer and citizen services. Designed to fit specific client needs in management of the website design and creation process on the client side.</p> <p><u>Deliverable:</u> A comprehensive report of current citizen-facing practices and citizen/customer-facing processes, recommendations for improving quality and efficiency of government-to-citizen and government –to-customer relations and processes, a follow-up report reviewing the results of implemented suggestions.</p>	<p>Optional \$10,000</p>
<p>Phase 1: Citizen Engagement/Website Marketing Suite Three days on-site. <i>Quote includes travel expenses.</i></p> <p>This consultation will focus on creating a strategic marketing plan for the new website directed at your main public-facing stakeholders (citizens, visitors and businesses) in an effort to increase awareness of the site and increase interaction with the site's functionality. We will work with you to create a custom plan for advertising and driving traffic to your website geared toward capturing and building upon the momentum gained in the days and weeks that follow the new site's launch.</p> <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • Strategic Initiatives: A strategic marketing plan aimed to increase awareness of the site and increase interaction with the site's functionality using targeted marketing tactics, a recommended plan of action for implementing new site and tools, a follow-up report reviewing the results of implemented suggestions. • PR Services: Press release development, distribution and measurement, letter to local library development, letter to local library development, letter to request dedicated link development, how to guide – approach local paper, how to guide – invite local media. • Social Media Services: Consultation and recommended posts, Facebook update examples, how to guide – respond to social media. 	<p>Optional \$10,000</p>
<p>Phase 1: Public Engagement Evaluation Two days on-site. <i>Quote includes travel expenses.</i></p> <p>A consultation package concentrating on evaluation the satisfaction of citizens/customers regarding the current website and online services. A survey will be conduct to discover general levels of satisfaction, desired site functions, features and tools, current tools features or functions that are not considered valuable or need altered.</p> <p><u>Deliverable:</u> A follow-up report containing findings of current engagement level along with recommendations and roadmap for getting to the desired level of engagement.</p>	<p>Optional \$7,800</p>
<p>Phase 1: Website Design Consultation Two days off-site – conducted remotely.</p> <p>A consultation package concentrating on evaluating the form and function of the current website design and potential problems therein.</p> <p><u>Deliverable:</u> A comprehensive report on all findings regarding the current site design, recommendations and roadmap for implementing the design to meet your overall</p>	<p>Optional \$3,600</p>



goals, a follow-up report reviewing the results of implemented suggestions.	
<p>Phase 1: Intranet Consultation Three days on-site. <i>Quote includes travel expenses.</i></p> <p>A consultation package concentrating on evaluating and improving current functions of interdepartmental relations and recommendations for increasing effectiveness through the use of all available web tools.</p> <p><u>Deliverable:</u> A comprehensive report on all findings regarding the current intranet system being used and success rate of current system functions, a detailed plan for making improvements and adapting the intranet system to your needs, a follow-up report reviewing the results of implemented suggestions.</p>	Optional \$10,000
<p>Phase 5: Consolidation of Identified External Site – Full Content, less than 100 pages</p> <p>An option that allows for pages of content to be migrated from sites other than the current primary site to the new primary site. Migration of top-level navigation is included.</p>	Optional \$2,450
<p>Phase 5: Consolidation of Identified External Site – Full Content, more than 100 pages, 50 page block</p> <p>An option that allows for pages of content to be migrated from sites other than the current primary site to the new primary site. Migration of top-level navigation is included.</p>	Optional \$1,400 per block
<p>Phase 4: xx Days of Customized On-Site Implementation Training for up to 12 employees</p> <p><i>Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i></p>	Optional \$XX
<p>Phase 4: xx Hours Customized Interactive Webinar Training for up to 6 employees</p> <p><i>Quote includes free use of up to 6 webcams and headsets</i></p>	Optional \$XX
<p>Phase 4: Training/Consulting Two days on-site Review website with department administrators and provide additional time for basic learners. Review website procedures. Must be held concurrently with original on-site training session.</p>	Optional \$7,800
<p>Post-Training: Website Presentation Two days of on-site meetings to present website to stakeholders. <i>Quote includes travel expenses.</i></p>	Optional \$7,800
<p>Post-Training: Three-Month Checkup Held three months after go-live, includes two days on-site of additional consultation/training. <i>Quote includes travel expenses.</i></p>	Optional \$7,800
<p>Post-Training: Three Day Annual Refresher One day on-site consultation, two days on-site refresher/advanced training. <i>Quote includes travel expenses.</i></p>	Optional \$10,000
<p>Post Go-Live: 50 Pages of Additional Content</p>	\$1,450
<p>Virtual Webmaster: Five Hours of Content Updates per month.</p>	Optional \$5,700 Annual Minimum
<p>Annual Recurring Training: Training on new functionality and services</p> <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> New User Training: A three-hour training for new users to learn basic features of the GCMS®. Refresher Training/New Module Training: A three-hour session designed to refresh existing users as well as to train them on new modules. New Feature Overview: A three-hour session designed to make users aware of recently released modules and features. Website Review Consulting: An hour-long, in-depth review of the client website followed by a two-hour session with client users. 	Optional \$2,000 Annually



Functionality Options	One-Time	Annual
GoCitizen Pro Custom Mobile App (iOS & Android)	\$4,500	\$1,200
Department Header Package – Includes up to 20 pages of content migration <i>(No annual fee in the first year; annual fees starts in second year)</i>	\$3,500	\$650
Human Resource Management System (HRMS) – Applicant Tracking <u>Key features include:</u> Assessment lists, social media integration, career portal, resume parsing, candidate source capture, job management, job requisitions, job sourcing metrics, application management, candidate management, reporting, profile metrics, e-mail tool, cost-per-hire metrics, candidate routing, background check integration. <i>(Annual subscription fee is subject to an annual 5% increase year 3 and beyond)</i>	n/a	\$13,995
HRMS – Applicant Tracking Lite <u>Key features include:</u> Assessment lists, social media integration, career portal, resume parsing, candidate source capture, one (1) free custom job application. <i>(Annual subscription fee is subject to an annual 5% increase year 3 and beyond)</i>	n/a	\$4,495
HRMS – Onboarding Employee onboarding module streamlines the process with our intuitive user interface, solid business logic, strong auditing and great customer support. <i>(Annual subscription fee is subject to an annual 5% increase year 3 and beyond)</i>	n/a	\$3,995
Language Translation (hand translation, priced per single language)	\$125/page or \$1,000/10 pages	n/a
Media Center with Live Streaming Video (10GB of server storage included)	\$1,000	\$1,000
Subsite – includes up to 20 pages of content migration <i>(No annual fee in the first year; annual fees starts in second year)</i>	\$8,000	\$1,575



Project Development and Deployment Includes the Following:		
Modules	Functionality	
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations with Activities • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • My Dashboard • News Flash • Notify Me@ with CivicSend Email & 500 SMS Text Subscription • Online Job Application with 1 Generic Application • Opinion Poll • Photo Gallery • Postcard • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library (Content Templates) • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ (Mobile Website Browsing) • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log 	
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Hosting & Security Features

CivicPlus' Network Operations Center – based in Kansas City, MO – is set up specifically for website hosting and administration. Redundant power sources and internet access ensure consistent and stable connections, and regular hardware upgrades make certain that CivicPlus-hosted sites are maintained on up-to-date, reliable equipment.

Hosting With CivicPlus Includes:	
<ul style="list-style-type: none"> • Shared Web/SQL Server • DNS Consulting and Maintenance • Monitor Bandwidth-Router Traffic • Redundant ISP • Redundant Cooling 	<ul style="list-style-type: none"> • Natural Gas Powered Generator • Nightly Tape Backup • Intrusion Detection and Prevention • Antivirus Protection • Hardware Upgrades

- Physical Security**
 - Biometric access
 - Proximity card key system prevents unauthorized access to servers
 - High-resolution, closed-circuit video with time lapse recording covering secured areas
 - All visitors require a full-time escort within hosting area
 - Redundant cooling systems
- Power**
 - All systems fed by uninterruptible power supplies (UPSs) with diesel-powered generator backup
- Bandwidth**
 - 1GB burstable internet capability with option to expand
 - Multiple carriers to provide redundancy for continuous connectivity – including MCI/Verizon, Hurricane Electric and Cogent
 - AT&T: 45Mbps fiber optic network
 - Cox: 100Mbps fiber optic network
 - BGP internet routing; continuously monitor and manually balance internet load between carriers for optimal speed
- Monitoring**
 - Round-the-clock (24/7/365) monitoring of all critical components, including: internet connectivity, servers, routers, switches and power systems
- Backup**
 - Tape backup performed daily
 - Off-site tape archive
- Antivirus**
 - Continuously scan system
 - Signature files auto-updated every 4 hours from national registry
- Data Security**
 - Server operating systems applied as necessary
 - Router level port blocking and reporting
 - Router level packet filtering and reporting
 - Server level port blocking and logging
 - Ongoing security analysis by Cisco security specialist
- Data Redundancy**
 - RAID Level 5 data storage array
 - RAID 1 + 0
- Intrusion Detection**
 - Redundant Palo Alto Advanced Services Firewalls
- Staff Certifications**
 - Full-time electrical engineers (EE)
 - Full-time Microsoft-certified systems engineers (MCSE)
 - Full-time Cisco-certified network associates (CCNA)
 - Full-time Cisco-certified network professionals (CCNP)



Conclusion

As your website committee narrows the search for a partner to create the website for the city of Everett, CivicPlus would like to be your partner of choice.

Our experienced and knowledgeable professionals are committed to creating the communication infrastructure that the city of Everett desires.

- Your city will have access to the most experienced staff in the municipal website management market, and your project team will work with you to create a unique and engaging site that reflects your community.
- CivicPlus will remain a trusted advisor and support resource after the site launches; the city of Everett will always have access to government communication experts.
- Your site will grow and change with you as industry trends and technology change. CivicPlus will ensure that your website is on the cutting edge – *always*.

We have the expertise to help your city work better, help citizens help themselves and build a website both you and your citizens will use.

Our promise: To build a website that increases your number of visitors by 50% or 100% of your money back.
Guaranteed.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Change Order #2 for the Shore
Avenue Storm Water Outfall
Project with Thomco
Construction

_____ Briefing
_____ Proposed Action
_____ X Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Tom Fuchs
Phone Number 425-257-8931
FOR AGENDA OF June 15, 2016

Initialed by:
Department Head _____
CAA db
Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Southwest Everett, near Mukilteo Boulevard	6/2/2015 Bid 6/24/2015 Award 4/1/2016 Change Order #1	Change Order #2	Public Works

Amount Budgeted	\$2,300,000.00	Account Number(s): UP 3118
Expenditure Required	\$180,238.04	
Budget Remaining	\$160,000.00	
Additional Required	\$0.00	

DETAILED SUMMARY STATEMENT:

The Shore Avenue Storm Water Outfall Project includes improving the storm drainage system along Shore Avenue and construction of a new outfall system.

Change Order #2 modifies three (3) bid items to schedule A, modifies twelve (12) bid items, and adds five (5) new items to schedule B. New bid items are for two separate changed conditions notices relative to significant sloughing soils during trenching operations, additional restoration work as a result of sloughing, the addition of extruded asphalt curbing and the additional street reconstruction along portions of Shore Avenue.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Change Order #2 with Thomco Construction for the Shore Avenue Storm Water Outfall Project in the amount of \$180,238.04, not including Washington State sales tax.

**CITY OF EVERETT
Change Order**

Project Title Shore Avenue Storm Water Outfall Improvements

Department Public Works Department

Work Order No. 3118

Contractor: Thomco Construction

Contract Award Date: 6/24/2015

City Staff Contact: Tom Fuchs

Change Order No. 2

Change Order Effective Date May 11, 2016

CONTRACT PRICE (exclusive of Wash. State Sales Tax)

Original contract price	\$1,529,647.00
Cumulative Amount of prior change orders	\$226,831.52
Total Contract Price including prior change orders	\$1,756,478.52
Amount of this Change Order	\$180,238.04
Total Contract Price including this Change Order	\$1,936,716.56

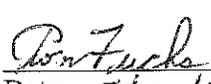
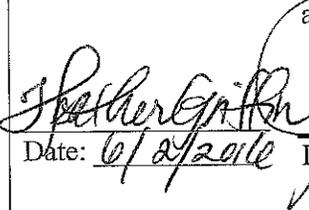
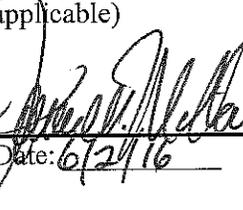
CONTRACT TIME

Original Contract Duration 100	Working Days <input checked="" type="checkbox"/> Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	8/5/2015
Cumulative adjustment to duration by <i>prior</i> Change Orders	170
Adjustment to duration by <i>this</i> Change Order	15
New Contract Duration (<i>including</i> this Change Order)	185

Project: Shore Avenue Storm water Outfall Improvements Project
 Change Order No.2
 Change Order Effective Date: May 11, 2016

Contractor and City agree as follows:

1. The scope of Work shall be changed to the extent described in Exhibit A.
2. With the exception of Washington State sales tax, the amount of the change order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The contract price shall be adjusted as described in this Change Order.
3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.
4. The duration of the Contract shall be adjusted to the extent described in this Change Order.
5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice
6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.

CITY			
_____ Mayor Date: _____	Attest: _____ City Clerk Date: _____	Approved As to Form: _____ City Attorney Date: _____	
Recommended By:			
Construction Manager (if applicable)  Date: <u>5/31/16</u>	Project Engineer (if applicable)  Date: <u>6/2/2016</u>	Engineering Manager (if applicable)  Date: <u>6/2/16</u>	Department Director _____ Date: _____

Project: Shore Avenue Storm Water Outfall Improvements Project
Change Order No.2
Change Order Effective Date: May 11, 2016

CONTRACTOR	
By <u>James Const. Inc.</u> <u>Gerard M. [Signature]</u> V.P. Officer	Date: <u>5/27/16</u>

Exhibit A—Description of Changed Work

Change Order #2 modifies three (3) existing bid items to Schedule A, modifies twelve (12) existing bid items and adds five (5) new items to Schedule B of the contract as follows:

Modified bid items under schedule A are as follows:

Modify existing **bid item #13** titled, “**HMA Class ½-inch PG 64-22,**” by deleting 80 tons of HMA Class ½-inch PG 64-22, at the unit contract price of \$131.00 per ton, resulting in a \$10,480.00 decrease to the contract price.

Modify existing **bid item #14** titled, “**Planing Bituminous Pavement,**” by deleting 510.00 square yards of planing bituminous pavement, at the unit price of \$9.50 per square yard, resulting in a \$4,845.00 decrease to the contract price.

Modify existing **bid item #15** titled, “**Temporary Pavement Patch,**” by deleting 220 square yards of Temporary Pavement Patch, at the unit price of \$50.00 per square yard, resulting in an \$11,000.00 decrease to the contract price.

Modifications made to the three (3) bid items above results in a \$26,325.00 contract price decrease to schedule A.

Modified bid items under schedule B are as follows:

Modify existing **bid item #53** titled, “**Force Account,**” by deducting \$15,000.00 from the dollar amount anticipated for this bid item.

Modify existing **bid item #54** titled, “**Traffic Control Labor,**” by adding an additional 320 hours of Traffic Control Labor, at the unit price of \$53.00 per hour, resulting in a \$16,960.00 contract price increase.

Modify existing **bid item #56** titled, “**Sawcutting Pavement, Final Joint Cut, Up to 6-inch Thick,**” by deleting 2,200 linear feet of sawcutting pavement, final joint cut, up to 6-inch thick, at the unit price of \$7.75 per linear foot, resulting in a \$17,050.00 deduct from the contract amount.

Project: Shore Avenue Storm Water Outfall Improvements Project
Change Order No.2
Change Order Effective Date: May 11, 2016

Modify existing **bid item #60** titled, "**Crushed Surfacing Top Course,**" by deleting 350 tons of crushed surfacing top course, at the unit price of \$35.00 per ton, resulting in a \$12,250.00 deduct from the contract price.

Modify existing **bid item #61** titled, "**Crushed Surfacing Base Course,**" by adding 440 tons of crushed surfacing base course, at the unit price of \$38.00 per ton, resulting in a \$16,720.00 contract price increase.

Modify existing **bid item #62** titled, "**HMA Class ½-inch PG 64-22,**" by adding 70 tons of HMA Class ½-inch PG 64-22, at the unit contract price of \$102.50 per ton, resulting in a \$7,175.00 increase to the contract price.

Modify existing **bid item #63** titled, "**Planing Bituminous Pavement,**" by deleting 2,530.00 square yards of planing bituminous pavement, at the unit price of \$3.50 per square yard, resulting in a \$8,222.50 decrease to the contract price.

Modify existing **bid item #64** titled, "**Temporary Pavement Patch,**" by deleting 1,000 square yards of temporary pavement patch, at the unit price of \$70.50 per square yard, resulting in a \$70,500.00 deduct from the contract price.

Modify existing **bid item #76**, titled, "**Gravel Borrow Including Haul,**" by adding an additional 2,100 tons of gravel borrow including haul, at the unit price of \$21.00 per ton, resulting in a \$44,100.00 contract price increase.

Modify existing **bid item #77** titled, "**Gravel Backfill for Foundations Class A,**" by deleting 100 tons of gravel backfill for foundations class A, at the unit price of \$35.00 per ton, resulting in a \$3,500.00 deduct from the contract price.

Modify existing **bid item #79** titled, "**Cleanout,**" by deleting 1 each cleanout, at the unit price of \$2,400.00, resulting in a \$2,400.00 deduct from the contract price.

Modify existing **bid item #82** titled, "**Extruded Cement Concrete Curb,**" by deleting 190.00 linear feet of extruded cement concrete curb, at the unit contract price of \$38.00 per linear foot, resulting in a \$7,220.00 deduct from the contract.

Modifications made to the above twelve (12) items results in a \$51,187.50 contract price decrease to schedule B.

New items being added to schedule B are as follows:

Add **new item #201** to schedule B titled, "**Costs for Initial Changed Conditions Notice**", in the lump sum amount of \$84,995.54.

Add **new item #202** to schedule B titled, "**Additional Restoration Work, Lot 4 to 33rd Ave. W.**", in the lump sum amount of \$53,900.00.

Project: Shore Avenue Storm Water Outfall Improvements Project
Change Order No.2
Change Order Effective Date: May 11, 2016

Add **new item #203** to schedule B titled, “**Asphalt Extruded Curb**”, by adding 1,555 linear feet of asphalt extruded curb, at the unit price of \$15.65 per linear foot, resulting in a \$24,335.75 contract price increase.

Add **new item #204** to schedule B titled, “**Cost for Second Changed Conditions Notice**”, in the lump sum amount of \$40,274.25.

Add **new item #205** to schedule B titled, “**Roadway Reconstruction Costs 33rd Ave. W to Sound Ave.**” in the lump sum amount of \$54,245.00

Five (5) new items being added to schedule B result in a \$257,750.54 contract increase to schedule B.

The result of modifying three (3) existing bid items on schedule A, twelve (12) existing bid items on schedule B and adding five (5) new items to schedule B, results in a \$180,238.04 contract price increase.

JUSTIFICATION:

Schedule A:

Existing **Item #13 - HMA Class ½-inch PG 64-22**. Tons of HMA Class ½-inch PG 64-22 added by previous change order #1 were not needed as part of schedule A work and are being added to schedule B portion of the contract as part of this change order #2. See item #62.

Existing **Item #14 - Planing Bituminous Pavement**. This bid item is being deleted as a result of the ground sloughing of the existing native soils during trench excavation, left minimal areas for planing of bituminous pavement. The planing of bituminous pavement which was completed on the project was paid for under the force account bid item.

Existing **Item #15 - Temporary Pavement Patch**. No temporary pavement patching was completed during the course of this project.

Schedule B:

Existing **Item #53 - Force Account**. The original dollar amount of \$50,000.00 established for this item, was not all required.

Existing **Item #54 – Traffic Control Labor**. Additional hours of Traffic Control Labor were required to complete work on the project.

Existing **Item #56 - Sawcut Pavement, Final Joint, Up to 6-inch Thick**. The full street surfacing replacement approach, as a result of soils sloughing issues during trench excavation, resulted in less saw cutting of asphalt pavement.

Project: Shore Avenue Storm Water Outfall Improvements Project
Change Order No.2
Change Order Effective Date: May 11, 2016

Existing Item #60 - Crushed Surfacing Top Course. The use of crushed surfacing top course was deleted during street reconstruction and crushed surfacing base course was used instead.

Existing Item #61 - Crushed Surfacing Base Course. Additional tons of crushed surfacing base course were used, in-lieu-of use of crushed surfacing top course, as the crushed surfacing base course provides a more structural roadway section. Additionally a full curb to curb street surfacing replacement approach, verses trench patching approach, resulted in the need of additional tons of crushed surfacing base course.

Existing Item #62 - HMA Class ½-inch PG 64-22. Additional tons of HMA Class ½-inch PG 64-22 were used as a result of the full street restoration approach verses the trench patch approach.

Existing Item #63 - Planing Bituminous Pavement. This bid item is being deleted as a result of the ground sloughing of the existing native soils during trench excavation, left minimal areas for planing of bituminous pavement. The planing of bituminous pavement which was completed on the project was paid for under the force account bid item.

Existing Item #64 - Temporary Pavement Patch. No temporary pavement patching was completed during the course of this project.

Existing Item #76 – Gravel Borrow Including Haul. Additional tons of gravel borrow including haul were required to complete the trench backfilling due to the changed conditions encountered with sloughing soils and the need to remove these unsuitable soils during trench excavation and backfill.

Existing Item #77 - Gravel Backfill for Foundations Class A. This bid item was not used during construction of the project.

Existing Item #79 - Cleanout. This bid item was not used during construction of the project.

Existing Item #82 - Extruded Cement Concrete Curb. This bid item was not used during construction of the project.

New Item #201 – Costs for Initial Changed Conditions Notice. Between Lot No. 4 and 33rd Avenue West along Shore Avenue, the new storm trench followed alongside the existing sanitary sewer trench. The sanitary sewer trench was backfilled with unsuitable silty material, which when exposed to the unusual wet weather during the time of excavation to install new storm sewer, became unstable and sloughed into contractors storm sewer trench line, requiring it to be removed and replaced with new suitable gravel borrow material. This cost is to reimburse the contractor for the added labor and equipment costs to remove, load out, haul, and disposal of this unsuitable material.

New Item #202 – Additional Restoration Work, Lot 4 to 33rd Ave. W. This item pays for the installation of asphalt treated base material from City's Lot No. 4 to 33rd Ave West, demo of additional concrete and concrete curbs, demo of additional asphalt to approximate full roadway width, removal of additional spoils, prep of additional subgrade areas to receive asphalt treated base, replacement of existing damaged exposed aggregate concrete panels and driveway approaches and concrete curbs.

Project: Shore Avenue Storm Water Outfall Improvements Project
Change Order No.2
Change Order Effective Date: May 11, 2016

New Item #203 – Asphalt Extruded Curb. This item pays for the new asphalt curb installed along Shore Avenue, as a result of the street reconstruction approach taken, given the excessive sloughing of existing soils during trench excavation.

New Item #204 – Cost for Second Changed Conditions Notice. Between Sound Avenue and 33rd Avenue West along Shore Avenue, the new storm trench followed alongside an existing 8-inch perforated French drainage trench system. This perforated French drain trench system was lined with plastic and backfilled with drain rock to a depth of 4-5 feet and at various locations, generally ran parallel to and either along the south side or north side of the new storm sewer trench pipe being installed by Thomco. The material would sloughed into contractors storm sewer trench line, at times requiring it to be removed and at other times just slowing the dragging of the trench box forward, in order to control the sloughing and loss of added roadway width during the pipe backfilling process. This cost is to reimburse the contractor for the added labor and equipment and dump fee costs caused by the existence of this unknown French drain system.

New Item #205 – Roadway Reconstruction Costs 33rd Ave. W to Sound Ave. The changed conditions encountered during pipe installation along Shore Avenue resulted in significant added width for trench patching and street restoration repairs. The City elected to have Shore Avenue restored from back of curb to back of curb. This cost pays for the removal and dump fees of the additional square yards of asphalt surfacing and existing asphalt curbing, the additional roadway excavation for a 7-inch thick roadway section comprising of 4-inches of crushed surfacing base course and 3-inches of HMA ½-inch PG 64-22, and the adjustment of various existing utility structures within the added foot print of the work.

CONTRACT TIME:

Fifteen, (15), additional working days are being added to the contract time as a result of this change order #2.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Interlocal Agreement for the
Smith Island Restoration
Project

 X Briefing
 Proposed Action
 Consent
 X Action
 First Reading
 Second Reading
 Third Reading
 Public Hearing
 Budget Advisory

COUNCIL BILL #
Originating Department Public Works
Contact Person Jim Miller
Phone Number 425-257-8880
FOR AGENDA OF June 15, 2016

Initialed by:
Department Head
CAA db
Council President

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Smith Island north of City's Treatment Plant		Agreement	Legal, Public Works

Amount Budgeted	2,100,000.	
Expenditure Required	683,900.	Account Number(s):UP 3435
Budget Remaining	1,416,100.	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Snohomish County has been planning a large scale wetlands restoration project on Smith Island for at least the past decade. The City has land adjacent to this proposed project that it wants to also restore in order to gain credits for future project mitigation needs. See page 21 of the agreement for a map of these areas.

The County and City determined it was most efficient for both parties to merge their two projects into one wetland/estuary project. Therefore, an Interlocal Agreement (ILA) was developed that includes the County studying, planning, designing, and constructing certain jointly needed facilities. The total cost for this work is estimated to be \$4.13 million. The City's share is not to exceed \$670,000 based on the City's restoration area of 49.43 acres constituting about 13% of the total 381.59 acres being restored.

In addition, the City would pay the County \$13,900 for the conveyance of some real property interests that the County may have on City lands south of 12th St. NE.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement with Snohomish County for the Smith Island Restoration Project in the amount of \$683,900.

**INTERLOCAL AGREEMENT
FOR THE SMITH ISLAND RESTORATION PROJECT
BY AND BETWEEN
SNOHOMISH COUNTY AND THE CITY OF EVERETT**

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the CITY OF EVERETT (hereinafter the “City”) and SNOHOMISH COUNTY (hereinafter the “County”) pursuant to the RCW 39.34.

WHEREAS, RCW 39.34 (Interlocal Cooperation Act) permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby provide facilities that meet the needs of local communities; and

WHEREAS, the County is in the process of undertaking a large scale wetland restoration project, commonly known as the Smith Island Restoration Project (the “Smith Island Project”), which, as described below, will restore approximately 400 acres of estuarine/intertidal wetlands in the Snohomish River Estuary, as part of a basin-wide effort to recover endangered Chinook salmon and other salmonid species in the Snohomish River Basin; and

WHEREAS, the approximate location of the Smith Island Project is shown on the diagram map attached to this Agreement as Exhibit A; and

WHEREAS, as shown in Exhibit A, the County owns the majority of the Smith Island Project site (the majority area, henceforth referred to as “Smith Island-County”), and City owns property on the south end of the Smith Island Project site (henceforth referred to as “Smith Island-City”); and

WHEREAS, the County is responsible for the wetland restoration on the Smith Island-County area primarily for the purpose of habitat uplift; and

WHEREAS, the City is responsible for the wetland restoration on the Smith Island-City area primarily for the purpose of aquatic habitat mitigation; and

WHEREAS, the Smith Island Project requires removal and relocation of a portion of the existing system of diking improvements within Diking Improvement District No. 5 of Snohomish County (also known as Diking District No. 5 and hereafter, the "District") as currently abutting and/or located upon property owned by the County and the City as shown on Exhibit A attached hereto; and

WHEREAS, the County has petitioned and enacted the alteration of the system of improvements for the District in accordance with RCW 85.08.540 to build the County setback dike and breach the existing dike along Union Slough north of 12th Street NE; and

WHEREAS, the City and the District entered into a settlement agreement effective November 22, 2002, whereby the District agreed to quitclaim to the City its easements for existing dikes located adjacent to Union Slough, between 12th Street NE and 4th Street SE and convey whatever property interest the District has in such dikes; and

WHEREAS, the District quit claimed all its right title and interest in real estate, dikes, levees or other property located adjacent to Union Slough, between 12th Street NE and 4th Street SE by deed recorded under AFN 200303030331; and

WHEREAS, some dikes, levees or other property located adjacent to Union Slough, between 12th Street NE and 4th Street SE are within an area the City proposes to use for advanced mitigation; and

WHEREAS, the City desires the County to quitclaim property interest it holds per deeds recorded under AFN 511128 and AFN 536725 for dikes located adjacent to Union Slough, between 12th Street NE and 4th Street SE and to convey whatever property interest it holds in the former and existing dikes; and

WHEREAS, the County and the City desire to coordinate and otherwise allocate responsibility for construction and related costs associated with the Smith Island Project; and

WHEREAS, the City has already completed permitting and will be responsible for construction of the new setback dike on the Smith Island-City area as part of a previous program separate from the Smith Island Project, as more fully depicted in Exhibit A, with exception to the dike connection between the County's and City's setback dikes; and

WHEREAS, the County has completed permitting for building that portion of the new setback dike along all other portions of the Smith Island Project (the "County Setback Dike") in the Smith Island-County area, as more fully depicted in Exhibit A; and

WHEREAS, the County will also be responsible for performing the design and construction of the dike connection between the County Setback Dike and the City Setback Dike; and

WHEREAS, the County has already completed permitting for dike breaching and construction of channels in the Smith Island-County area; and

WHEREAS, City has not yet completed permitting for dike breaching and construction of channels in the Smith Island-City area; and

WHEREAS, the County and the City intend to work jointly to bid and manage dike breaching and construction of channels; and

WHEREAS, the City will benefit from the restoration work to occur on the City property located within the Smith Island Project; and

WHEREAS, the City therefore desires to share in the cost of certain elements of the Smith Island Project up to a maximum of \$670,000, based on the City's share of the Smith Island Project area and based on work done and to be done on City property by the County; and

WHEREAS, the Smith Island Project is a unique opportunity to restore wetlands, and presents unique challenges to funding, design, construction, and long term monitoring and maintenance, requiring an adaptive partnership between the City and County; and

WHEREAS, in November 2015 the County adopted the 2016 Surface Water Management Annual Construction Program which includes the Project;

WHEREAS, the County and the City desire to see the Smith Island Project completed as a major salmon restoration project in the Snohomish River estuary; and

WHEREAS, the County and the City desire to coordinate dike and drainage improvements on Smith Island with the District; and

WHEREAS, the City and the County desire to execute an interlocal agreement under which they cooperate to share costs and implement elements of the Smith Island Project of mutual interest;

WHEREAS, the City is in the process of annexing certain portions of Smith Island in order to expedite its portion of the Smith Island project by bringing City-owned property in the County into the City limits of Everett;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed:

Section 1. Smith Island Project: Shared Work and Breach and Related Work

The Smith Island Project consists of two parts, "Shared Work" and "Breach and Related Work," as defined below:

1.1 Shared Work – The Shared Work of the Smith Island Project is items contained in the table in the attached Exhibit B. As described in detail below, the County is generally responsible for the pre-design, design and construction of the Shared Work, with the City contributing a portion of the costs, up to a maximum of \$670,000.

1.1.1 Specific Inclusions – For the purposes of clarity, the parties agree that Shared Work also includes the following:

1.1.1.1 Dike Connection – Because it is anticipated that the City setback dike will be constructed prior to the County setback dike, and because the City and the County setback dikes are anticipated to end at the north right of way line of 12th Street

Northeast, a connection is required between the two setback dikes (the "Dike Connection"). The Dike Connection is included in Shared Work and is the joint connection between the City and the County setback dikes for the purpose of providing a smooth, seamless transition between the two dikes.

1.1.1.2 Protection Berm, for the regional gas pipeline on Smith Island

1.1.1.3 Adaptive management, which will continue after the completion of Smith Island Project.

1.1.2 Specific Exclusions from Shared Work – For the purposes of clarity, the parties agree that Shared Work does not include the following:

1.1.2.1 Ditch filling in the Smith Island-County area

1.1.2.2 Internal restoration elements

1.1.2.3 Work on City property, except for the Dike Connection

1.1.2.4 Any dike Breach and Related Work

1.1.2.5 Any removal of 12th Street

1.1.2.6 Ditch filling in the Smith Island-City area.

1.2 Breach and Related Work – The Breach and Related Work of the Smith Island Project is work related to two dike breaches in the Smith Island-County area and one dike breach in the Smith Island-City area, including related drainage, and channel work. The Breach and Related Work may also include some or all of the items excluded from Shared Work under Section 1.1 above. In general, the City is responsible for Breach and Related Work in Smith Island-City area, and the County is responsible for Breach and Related Work in Smith Island-County area. However, as described below, the parties intend that the County will bid and construct the Breach and Related Work in Smith Island-City area. In accordance with Section 2.10 below, construction by the County within the Smith Island-City area will also be subject to amendment to this Agreement or separate agreement identifying additional terms of such construction responsibilities, with the City reimbursing the County in full for such work. So as not to unreasonably delay the County's Breach and Related Work, the City will seek to obtain all permits for this work no later than the first quarter of 2017.

Section 2. County Responsibilities.

2.1 Funding – The County will be responsible for:

2.1.1 Assembling funding from grants, mitigation projects, and County sources for the Smith Island Project, with the exception of the City's share of Smith Island Project costs as set forth in this Agreement.

- 2.1.2 All Shared Work costs not allocated to the City under this Agreement, as shown in Exhibit B. This is in addition to County responsibility for costs for work in the Smith Island-County area, including the County setback dike and drainage.
- 2.1.3 All Breach and Related Work costs for work in Smith Island-County area.
- 2.2 SEPA Review – The City and County acknowledge that the County has acted as lead for conducting the SEPA environmental review for the Smith Island Project, including but not limited to EIS, special studies, and appeals. A copy of the lead agency agreement between the City and the County concerning the Smith Island Project is attached as Exhibit E. The Final EIS was issued December 2013.
- 2.3 Design –
 - 2.3.1 Shared Work – The County is responsible for all Shared Work design. This design work will be done in accordance with Section 4 below. For the purposes of clarity, the parties agree that, in addition to the other Shared Work elements, the design will include:
 - 2.3.1.1 Dike Connection – The County shall design the Dike Connection in collaboration with the City as set forth in Section 4 below.
 - 2.3.1.2 Pipeline Protection Berm – The County shall design the pipeline protection berm, which protects the gas line structures on County property. The County design and maintenance of the berm must take into account the three dike breaches anticipated in Breach and Related Work.
 - 2.3.2 Breach and Related Work – The County is responsible for the design of the Breach and Related Work in the Smith Island-County area. This design work will be done in accordance with Section 4 below. The County is not responsible for design for Breach and Related Work in the Smith Island-City area.
- 2.4 Permitting – The County will obtain all necessary permits for work to be completed by County contractors and for permit compliance in the Smith Island-County area. The City will assist the County in obtaining permits for the Dike Connection in the Smith Island-City area. The County will be responsible for obtaining and complying with all permits, including City permits. The County will obtain a City ROW Use Permit for construction of the Dike Connection on 12th Street NE.
- 2.5 District Separate Agreement – The County shall be responsible for the implementation of any separate agreement with the District in connection with the Smith Island Project, as it relates to the Smith Island-County area.

- 2.6 Public Outreach – The County will support the City on public outreach efforts, including but not limited to the following by way of illustration:
- Attend City meetings to promote the Smith Island Project
 - Represent the County in such meetings as partner on the Smith Island Project
- 2.7 Access – Should easements be needed for access to County property, and such access is not possible via City or County property, the County will obtain all such easements and associated agreements.
- 2.8 Construction –
- 2.8.1 Shared Work – The County shall construct the Shared Work with County contractors. For the purposes of clarity, the City and County agree that the County is responsible for the construction of the Dike Connection in the Smith Island-City area. The County will include the Dike Connection in the County’s bid package with the County’s setback dike construction.
- 2.8.2 Breach and Related Work – The County shall construct the Breach and Related Work of the Smith Island-County property. The parties intend that the County will construct the Breach and Related Work in Smith Island-City area with County contractors. The City and County agree that County will construct such work on behalf of the City, subject to reimbursement and other matters in Exhibit C and also subject to an additional amendment to this Agreement or separate agreement in accordance with Section 2.10 below.
- 2.8.2.1 Breach Coordination – The parties agree that neither party nor its contractors will breach a dike without the prior approval of the other party; it is the intent of the City to obtain all permits for Breach and Related Work in Smith Island-City area no later than the first quarter of 2017. The purpose of this is to avoid breaches occurring in an uncoordinated manner or prior to completion of breach preparations and interior channels.
- 2.8.3 City Materials – If offered by the City, the County may at its discretion elect to receive materials from the City as in-kind contribution towards the City’s share of the cost for Shared Work or as part of the City’s reimbursement for County construction of Breach and Related Work in Smith Island-City area. Such materials shall be valued at the City’s cost of obtaining such materials or as otherwise agreed in writing by the parties.
- 2.9 Other Permit Requirements for Monitoring – The County is not responsible for additional monitoring or maintenance that may be required of the City or other party, public or private, for wetland requirements of other permits that are not a

part of the Smith Island Project and are not County permits. However, the County will monitor the pipeline protection berm as required in any agreement that the County may have with the pipeline owner.

2.10 Work in Addition to Shared Work—

2.10.1 In General. At the City's request, the County may perform additional tasks for the City not included in Shared Work, to be paid for by the City, which shall be subject to a prior written agreement substantially in the form used in past City-County projects. Compensation for such additional work will be addition to the compensation provided by the City to the County for Shared Work. The scope of such subsequent agreement may include but not be limited to bidding, award and construction management, permit compliance and for any such tasks in addition to this Agreement, the cost share percentage shall be agreed to in writing for each task specifically stated in such agreement. Examples of such an agreement would be an additional agreement regarding Breach and Related Work on Smith Island-City property per Section 2.10.2 below, maintenance and monitoring services at agreed upon levels and rates for improvements which have maintenance and/or monitoring requirements.

2.10.2 Breach and Related Work. The parties have agreed, as set forth in this Agreement, that the Breach and Related Work will be constructed by the County in the Smith Island-City Area at the City's expense. The parties will in good faith negotiate and execute an amendment to this Agreement or a separate agreement containing any additional terms and conditions for such work. The purpose of such an amendment or separate agreement is not to re-negotiate the provisions contained in this Agreement, but is instead to address any additional administrative or other matters not dealt with in this Agreement or matters that may arise after the execution of this Agreement. The parties intend that all such additional matters in the amendment or agreement will be addressed in substantially the same manner as in past City-County construction agreements.

2.11 County Interest in Property and Dikes/Past Work

2.11.1 Conveyances. To facilitate City permitting of the Breach and Related Work in the Smith Island-City area, within six months after the execution of this Agreement the County shall ratify, affirm and convey to the City by quit claim deed all real property interests the County holds per deeds recorded under AFN 511128 and AFN 536725 for dikes located adjacent to Union Slough, between 12th Street NE and 4th Street SE, which also includes any property interest the County holds in the former and existing dikes, this being property to which the District previously conveyed its interest to the City pursuant to that deed recorded under AFN 200303030331, a recorded copy of which is

attached as Exhibit F. The City acknowledges that the County real property interests to be conveyed to the City by the County may be subject to certain title restrictions, and the City will take such property interests subject to the same restrictions. The County acknowledges and agrees that upon such conveyance from County to City the former and existing dikes located adjacent to Union Slough, between 12th Street NE and 4th Street SE, are no longer part of the District system of improvements and therefore not subject to further County approval under Chapter 85.08 RCW regarding the Breach and Related Work. In addition, the County withdraws any objection it may have to the past conveyance from the District to the City (i.e. AFN 200303030331).

Section 3. City Responsibilities

3.1 Funding –

- 3.1.1 Shared Work – Subject to the City Maximum Shared Work Obligation defined below, the City will be responsible for the following funding toward the Shared Work:
 - 3.1.1.1 Proportionate share of SEPA and Studies to Support SEPA Costs identified in Exhibit B.
 - 3.1.1.2 The City's proportionate share portion of those General Shared Costs (as defined and shown in Exhibit B) incurred by the County after December 31, 2011, as provided for in Exhibit B, and otherwise provided for in this Agreement. The City agrees to timely remit payment to the County for the City's proportionate share portion of all General Shared Costs as provided in Exhibit B.
 - 3.1.1.3 Reimbursement for Dike Connection costs incurred by the County for work performed upon the City property as provided in Exhibit B.
 - 3.1.1.4 Payment of \$13,900 to the County upon conveyance of the County property set forth in Section 2.11 above.
- 3.1.2 The City's total maximum obligation to reimburse or otherwise pay the County under this Agreement for Shared Work will not exceed a total amount of \$670,000 ("City Maximum Shared Work Obligation") For purpose of clarity, the parties agree that this \$670,000 does not include the \$13,900 to be paid separately by the City to the County pursuant to sub-section 3.1.1.4 above.
- 3.1.3 Breach and Related Work – The City will be responsible for funding Breach and Related Work in the Smith Island-City area, in accordance with Exhibit C.

- 3.2 SEPA Review – The City will cooperate with the County in supporting the SEPA process for the Smith Island Project referenced in Section 2.2, including City staff assistance in all work contributing to preparation of the Final EIS and work involved in responses to any challenges, excluding actual legal costs.
- 3.3 Design of Smith Island Project – The City is responsible for the design of Breach and Related Work in the Smith Island-City area. This design is in accordance with Section 4 below. The City is not responsible for design of any Shared Work and the City is not responsible for design of Breach and Related Work in the Smith Island-County area.
- 3.4 Permitting of Smith Island Project – The City will obtain all necessary permits for work to be completed in the Smith Island-City area. Since it is intended that the County will perform construction of Breach and Related work in the Smith Island-City area, County contractor compliance with such permits will be addressed by amendment to this agreement or separate agreement per Section 2.10. The County will assist the City in obtaining such permits for County contractor work as applicable in the Smith Island-City area.
- 3.5 Construction of Smith Island Project –
- 3.5.1 Shared Work. The City will cooperate with the County in the County’s construction of the Shared Work. In connection with the Dike Connection, the City will provide the County with the City’s available compaction results.
- 3.5.2 Breach and Related Work. The City will cooperate with the County in the County’s construction of the Breach and Related Work. The City will comply with Exhibit C with respect to the County’s construction of Breach and Related Work in the Smith Island-County area.
- 3.6 Public Outreach – The City will support the County on public outreach efforts, including but not limited to the following by way of illustration:
- Attend County meetings to promote the Smith Island Project
 - Represent the City in such meetings as partner on the Smith Island Project
- 3.7 Access – Should easements be needed for access to City property, and such access is not possible via City or County property, the City will obtain all such easements and associated agreements.
- 3.8 Prior Completion of City Setback Dike, Breach and Starter Channels – The parties acknowledges that the City is completing certain work on City property in Smith Island, relating to the City setback dike and drainage. This work is not part of the Smith Island Project, but is closely related to it. The City will be completely responsible for the design, permitting and construction and associated costs of all such work on City property, including but not limited to the following: funding, SEPA review, design, design coordination with the

County, permitting, any separate agreement between the City and District, public outreach, access, construction, monitoring and maintenance.

3.8.1 The City setback dike shall be completed before the County completes construction of its setback dike.

3.9 District Separate Agreement - The City shall be responsible for the implementation of any separate agreement with the District in connection with the Smith Island Project, as it relates to the City property.

Section 4. Design and Data Coordination

4.1 Design. When a party is assigned design responsibility under this Agreement for Shared Work or Breach and Related Work, that party will cooperate with the other party and will allow the other party to review and comment. The designing party will not proceed with a design without the approval of the other party, which approval will not be unreasonably withheld, or delayed. The parties agreed that designs that have reached 100% by the date of this Agreement are deemed approved.

4.2 Data. The parties agree that data sharing is critical to project success and efficiency. Accordingly, each party will provide the other party with its design materials upon request. For example, each party will provide to the other party upon request its CAD drawings in CAD format and will provide Smith Island GIS data.

Section 5. Payments

5.1 Payments by City

On or after the effective date of this Agreement, the County shall bill the City for the proportionate share (13.0%) of Smith Island Project SEPA and studies to support SEPA costs. The County shall bill the City for Shared Work expenses incurred thereafter as per paragraph 1.4.5 of Exhibit B. The County shall bill the City for Breach and Related Work expenses on Smith Island-City incurred thereafter in accordance with Exhibit C.

Section 6. Project Management and Coordination

6.1 Project Management

The County, having responsibility for performing the Shared Work, shall have day to day project management responsibility for these work items. The County and City will designate specific responsibilities as required for Breach and Related Work.

6.2.1 The County and City shall meet as necessary for the purposes of the Smith Island Project.

6.2 Communication. Both the City and County agree to work in good faith to implement the Shared Work and the Breach and Related Work, and to adapt to work conditions as appropriate within the framework of this Agreement.

6.2.1 Design communication and coordination

- The County will actively involve the City in communications on the Smith Island Project design.
- The City will note any objections in a timely manner, and work with the County on reconciling issues.

6.3 Correction for Defective Work

6.3.1 The County, as lead entity, shall be responsible for undertaking any repair or correction necessary as a result of any defect in design, workmanship or materials in the performance of the Shared Work; Provided, however, any additional cost incurred by the County to the extent that the costs are not recoverable by the parties in correcting such work shall be shared by the parties as a General Shared Cost in accordance with Exhibit B, subject to the City Maximum Shared Cost Obligation.

6.3.2 The City and County, or their respective contractors, shall each be separately responsible for repair or correction to any defect in design, workmanship or materials relating to the respective portions of the setback dikes in the Smith Island-County and Smith Island-City area, and associated work within the Smith Island Project site as required for those setback dikes.

6.4 Costs Unanticipated by this Agreement

6.4.1 The County and City shall quarterly review the Smith Island Project costs to the extent of costs incurred by each party not contemplated by this Agreement but related to an aspect of the work in the Agreement. The parties may meet more frequently as needed.

Section 7. Access to Property

To ensure the County and City are able to promptly and efficiently perform the services and execute the responsibilities in this Agreement, the parties mutually agree to the following:

7.1 City Access to County Property.

The County agrees to provide the City with reasonable access to all properties and regions under their ownership in the Smith Island Project, including any adjacent or adjoining properties over which access is reasonably necessary, until such time as the City's services have been completed and responsibilities

fulfilled according to this Agreement, subject to applicable City requirements. In particular, the County will grant by separate right of entry, in the County's usual and customary form, to City access to County property as necessary for completion of the Breach and Related Work in the Smith Island-City area.

7.2 County Access to City Property.

The City agrees to provide the County with reasonable access to all properties and regions under their ownership in the Smith Island Project, including any adjacent or adjoining properties over which access is reasonably necessary, until such time as the County's services have been completed and responsibilities fulfilled according to this Agreement, subject to applicable County requirements. In particular, the City will grant by agreement in accordance with Section 2.10 access to City property as necessary for completion of the Breach and Related Work in the Smith Island-City area. The County will obtain a City ROW Use Permit, in the City's usual and customary form, for construction of the Dike Connection on 12th Street NE.

Section 8. Dispute Resolution

- 8.1 Disputes that are not resolved at a working level shall be referred to senior management of each party by either Everett's Project Manager or Snohomish County's Project Manager. Within fifteen (15) days of such referral, each party shall designate one senior manager with authority to resolve the matter in dispute. Senior managers may jointly retain consulting engineers or other experts or facilitators to make recommendations to them, the costs for which shall be shared equally between the County and the City. However, either party may independently retain consultants or experts, provided that the retaining party is responsible for all such costs.
- 8.2 If the respective senior managers cannot reach agreement within thirty (30) days of receiving a referral, they may initiate either: (i) a fifteen (15) day cooling-off period, or (ii) voluntary non-binding mediation by a mutually agreed-upon mediator. The parties intend that any mediation process or any cooling-off period followed by further negotiations be completed within ninety (90) days of senior managers' receiving the referral.
- 8.3 If the parties choose to have the dispute mediated, a mediator shall be selected from a pool of mediators who have mediated disputes involving similar issues in the past and who devote a significant portion of their practice to handling mediations or arbitrations, with preference for those who would be available within ninety (90) days of senior management receiving the referral. If the parties cannot reach an agreement on the selection of the mediator within ten (10) days of senior management receiving the referral, either party may apply to the Superior Court of Snohomish County to have the mediator appointed by a judge or commissioner of that court.

- 8.4 If the parties are still unable to resolve the dispute, either party may file a lawsuit in the Superior Court in Snohomish County.

Section 9. Miscellaneous

9.1 Liability

No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or allegations alleging failure by the City to comply with chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation and/or allegations alleging failure by the County to comply with chapter 82.02 RCW

9.2 Indemnification and Hold Harmless

9.2.1 The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of any act or omission of the County, its officers, directors, agents, employees or contractors arising out of or related to the County's performance of this Agreement, including claims by the County's agents, employees or third parties, except for those damages to the extent caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents. For the purpose of this indemnification, the County waives its immunity, as respects the City only, under any industrial insurance act, including Title 51 RCW, or other Worker's Compensation act. The parties have mutually negotiated this waiver.

9.2.2 The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of any act or omission of the City, its officers, directors, agents, employees or contractors arising out of or related to the City's performance of this Agreement, including claims by the City's agents, employees or third parties, except for those damages to the extent caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents. For the purpose of this indemnification, the City waives its immunity, as respects the County only, under any industrial insurance act, including Title 51 RCW, or other Worker's Compensation act. The parties have mutually negotiated this waiver.

9.3 Compliance with Laws.

The parties agree that this Agreement shall not relieve them of any obligation, authority or responsibility imposed upon them by law. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Agreement including, but not limited to, laws against discrimination.

9.4 Amendments and Extensions

This Agreement shall constitute the full and complete agreement between the parties. However, the City and County recognize that amendments to this Agreement may be necessary to clarify particular sections or to update and expand the Agreement, including but not limited to project management, construction management, and other additional work. Therefore, either party may pursue an amendment, as necessary. The Agreement may be amended, altered, clarified, or extended only by written agreement of both parties, and shall be added to this Agreement and recorded by the County Auditor or listed on the public agency's website in the same manner as the filing of the original Agreement.

9.5 Effective Date

This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the parties hereto and the signing of the Agreement by the duly authorized representative of each of the parties hereto.

9.6 Duration

This Agreement shall remain in force until five [5] years after construction is completed on the Smith Island Project, defined as full acceptance of the project by the County as defined in the bid award, or completion of monitoring or end of Adaptive Management, whichever is later.

9.7 Direction and Control

The parties agree that each party will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the other. The parties agree that each party is not entitled to any benefits or rights enjoyed by employees of the other. Each party specifically has the right to direct and control its own activities in providing the agreed services in accordance with specifications set out in this agreement. The other party shall only have the right to ensure performance.

9.8 Non-Assignment

Each party shall not subcontract, assign or delegate any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the other party.

9.9 Access to Books/Records

Each party may, at reasonable times, inspect the books and records of the other party relating to performance of this Agreement. Each party shall keep all records required by this Agreement for five years after termination of this Agreement for audit or inspection by the other party.

9.10 Disposing of Assets

The County and City shall each provide the other with a copy of all significant reports, plans, and other products produced in conjunction with this Agreement. Both parties shall have joint right of use of said documents without restriction.

9.11 Contingency and Termination in the Event of Lack of Funding

The obligations of the County and City in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law.

In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract, the County or City may terminate the contract as follows, subject to renegotiation under those new funding limitations and conditions:

9.11.1 Either party may terminate its obligations under this Agreement upon 90 days advance written notice to the other party and subject to the following condition.

9.11.2 Following a termination, the County and City are mutually responsible for fulfilling any outstanding obligations and costs incurred under this Agreement prior to the effective date of the amendment or termination.

9.12 Limitations on Authority

The parties understand that this Agreement does not impose on them in any obligation to exercise the authority or perform the functions of the other; and that neither party is relieved by this Agreement of any obligation or responsibility impressed upon it by law, except to the extent that actual and timely performance thereof is accomplished by the performance by both parties under this Agreement.

9.13 Severability

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

9.14 Administrators and Notices

The persons responsible for administering this Agreement are listed below. All notices required to be given under this agreement shall be in writing and shall be delivered to the Administrators for this Agreement. Notices sent by registered mail shall be deemed served when deposited in the U. S. Mail.

SNOHOMISH COUNTY:

Will Hall, Director
Surface Water Management Division
Snohomish County Public Works
Department
3000 Rockefeller Avenue, M/S 607
Everett, WA 98201

Telephone: (425) 388- 6410
Facsimile: (425) 388- 6455
Email: will.hall@snoco.org

CITY OF EVERETT:

Jim Miller,
Engineering Superintendent
City of Everett Public Works
Department
3200 Cedar Street
Everett, WA 98201

Telephone: (425) 257-8880
Facsimile: (425) 257-8882
Email: jmiller@everettwa.gov

9.15 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the framework issues for annexations. It is anticipated that the parties will enter into further interlocal agreements on specific subject areas, as indicated in the text of the Agreement.

9.16 Authority

The parties represent to each other that the persons executing this Agreement have authority to do so and to bind the parties hereunder.

9.17 Governing Law and Stipulation of Venue

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

Section 10. Interlocal Cooperation Act

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purposes of Interlocal Cooperation Act, Chapter 39.34 RCW, and administrator or joint board responsible for administering this Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have not joint or other interest therein.

Section 11. Multi-Year Funding

- 11.1 The County's obligations after December 31, 2015 are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.
- 11.2 The City's obligations after December 31, 2015 are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the City of Everett Charter.

Section 12. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, the undersigned parties have executive this Agreement on the day and year first above written.

SNOHOMISH COUNTY

CITY OF EVERETT

By: _____
Dave Somers
Snohomish County Executive

By: _____
Ray Stephanson
City of Everett Mayor

ATTEST:

ATTEST:

By: _____

By: _____

Approved as to Form Only:

Approved as to Form Only:

By:  _____
Brian Dorsey
Deputy Prosecuting Attorney

By: _____
James D. Iles
City Attorney

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EXHIBIT A

Description of Smith Island Project

I. Conceptual Design:

The concept for the Smith Island Project is to restore approximately 300-400 acres of estuarine/intertidal wetlands in the Snohomish River Estuary, WRIA 7, by removing large sections of the existing dike along Union Slough. The Smith Island Project Site is shown on the diagram map attached hereto as Schedule 1. The Smith Island Project will reconnect between 300 and 400-acres of land to tidal and riverine hydrology, thus restoring the estuarine tidal marsh habitat critical for Chinook salmon and other fish and wildlife. Final site design has not been completed at this time, but some of the key project restoration elements likely include:

- Constructing a new setback dike
- Removing substantial sections of the existing dike
- Reconnecting and enhancing the existing blind tidal channel network
- Increasing topographic complexity
- Filling existing linear ditch system
- Removing and/or relocating existing tide gates
- Constructing large woody debris complexes
- Suppressing and controlling invasive weeds
- Re-vegetating selected areas with native species

II. Project Background:

The need for and scope of the Smith Island Project was identified in the Snohomish Estuary Wetland Integration Plan (SEWIP; 1997). In 1999, the Smith Island Project Site was the top ranked site for restoration in the Priority Lands Acquisition Study. In 2001, the County acquired 100 acres at the Smith Island Project Site for the purpose of inclusion in the Smith Island Project. The purchase was funded with County Conservation Futures. When approving the purchase, the Snohomish County Council directed that these acres be made available for wetland mitigation purposes.

The County has since conducted additional property acquisitions, data collection and analyses, preliminary design, and stakeholder outreach and coordination. In 2005, the Snohomish River Basin Salmon Conservation Plan designated the Project as a high priority undertaking to recover ESA listed Chinook salmon and other salmonid species in the Snohomish River Basin. In 2008, the Project was highlighted as a "Near-term Action" in Puget Sound Partnership's 2020 Action Agenda for Puget Sound.

III. Current Status of Project:

A SEPA determination of significance for the Smith Island Project was issued by DPW on June 26, 2009. A SEPA draft environmental impact statement was issued in June 2011, and

a final environmental impact statement for the Smith Island Restoration Project was issued on December 12, 2013.

The diking system of improvements was formally altered under Ordinance No. 14-120 on March 18, 2015, to allow the construction of the new County setback dike and breaching of the existing dike east of the new setback dike.

In addition to finalizing design details and pursuing the necessary regulatory approvals and permits for the Smith Island Project, DPW is also seeking funding for implementation of the Smith Island Project. As of the date of this Agreement, the project has received multiple grants supporting acquisition, design, permitting activities. Recently, the County was awarded a \$2.6-million ESRP grant and a \$1.5-million SRFB grant to support construction. Both the ESRP grant and the SRFB grant are expressly for restoration purposes. The County is currently coordinating with the Corps and Ecology along with mitigation partners (such as BNSF) to allow the County to provide mitigation acreage at the Smith Island Project site in exchange for construction funding. The County is aware that funds obtained for restoration purposes may not be spent on mitigation activities. The County will develop and follow appropriate accounting practices and procedures to ensure that funds received for restoration purposes will not be used to pay for mitigation such as the Required Mitigation to be provided to BNSF.

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SCHEDULE 1 to EXHIBIT A. Diagram Map of Smith Island Project Site

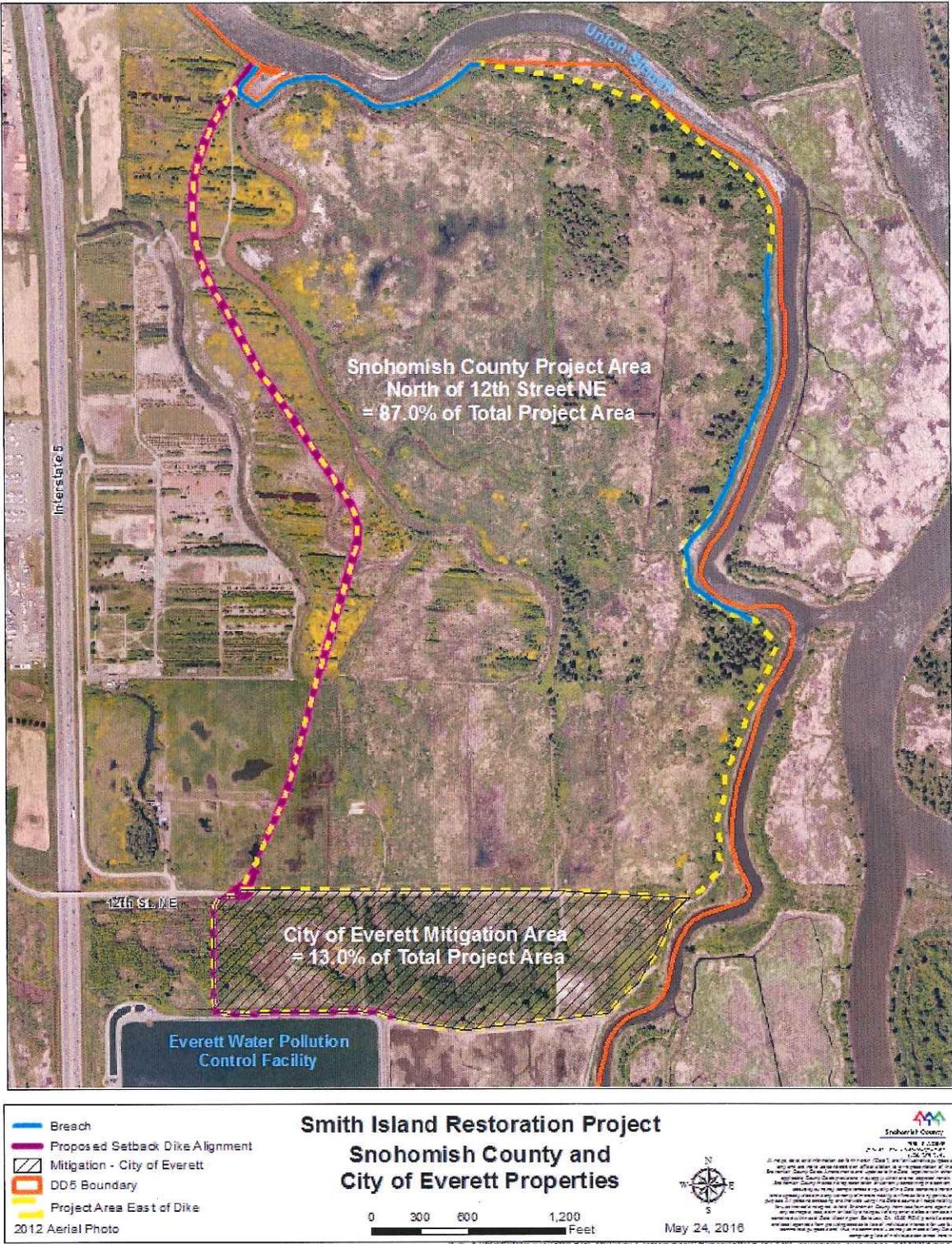


EXHIBIT B

Shared Work Calculation and Payment of City Share

Section 1: Cost Share Provisions for Shared Work

- 1.0 City Maximum Shared Work Obligation. As set forth in the Agreement, the City Maximum Shared Work Obligation is the City's maximum obligation to reimburse or otherwise pay the County under this Agreement for Shared Work. City Maximum Shared Work Obligation will not exceed a total amount of \$670,000, which includes the portion of the Dike Connection construction on City property, per Section 1.5.2(d) of this Exhibit
- 1.1 General Shared Cost Work Elements (General Shared Costs). Notwithstanding provisions for other cost elements in this Agreement, but always subject to the City Maximum Obligation, the City and County agree to cost share on the following General Shared Costs for the mutual implementation of the Project, which shall generally occur on the Smith Island-County area, unless otherwise specified in this Agreement. The table below in this Exhibit B (Exhibit B Table) gives cost share proportions between the County and the City for each major cost element in the Project. The total amount of shared costs in the Exhibit B Table is \$3,995,900. The total amount of shared and Dike Connection cost in the Exhibit B Table is \$4,125,900, rounded to \$4,130,000. Subject to the City Maximum Obligation, the City agrees to pay the "City Share" in the Exhibit B Table, of the total allowable project costs, retroactive to January 1, 2006:
 - 1.1.1 Preliminary SEPA Costs: The City agrees to pay a proportionate share of the costs for the Smith Island Project SEPA and Studies to Support SEPA, including preliminary work in support of SEPA, incurred by the County up to December 31, 2012, in an amount totaling \$135,816.84 (as indicated in Exhibit B Table item 1.1.1 with the rounded figure of \$135,000). This amount includes all residual amounts since the 2nd Quarter of 2012 that have not been billed or grant funded. If the County does not have \$135,816.84 in residual amounts incurred in 2012, the County may bill the City for a part of the County's proportionate share of 2013 and 2014 incurred amounts to generate the total invoice amount of \$135,816.84. The City's proportionate share of the Preliminary SEPA costs shall be paid for by the City upon receipt of the approvals under Section 2.11 of the Agreement. For purposes of invoicing such costs, the City's proportionate share of Preliminary SEPA costs set forth above shall be reflected on a separate invoice from that invoice for the City's proportionate share of Pre-Construction Phase Costs incurred by the County in 2013 and 2014 as provided in subparagraph 1.1.2, in accordance with that invoice attached as Exhibit D to the Agreement, such that the City shall be charged the \$135,816.84 of said Preliminary SEPA Costs, and the Pre-Construction Phase Costs shall separately be apportioned between the City and the

County in accordance with the proportionate share percentage set forth in Section 1.3 of this Exhibit as provided in subparagraph 1.1.2 below.

1.1.2 Pre-construction costs after December 31, 2012 (Pre-Construction Phase Costs). The Proportionate share of the Pre-Construction Phase Costs shall be paid for by the City on a time and expense basis, as costs are incurred by the County. An additional 15% Administration fee shall apply to County labor. An estimate of the Pre-Construction Phase Costs is given in the Exhibit B Table and costs include but are not limited to the following:

(a) SEPA review – All work towards the final EIS, and technical work in response to an appeal. SEPA review costs will not include legal services in the event of an appeal, or defending the EIS.

(b) The following design and analysis:

(1) Modeling

(2) Puget Sound Energy pipeline (PSE) protection

1.1.3 The City's Proportionate share of the County's Construction Project Management Costs for Shared Work shall be paid for by the City on an actual incurred time and expense basis, as costs are incurred by the County. An estimate of the Construction Project Management costs is included in the Exhibit B Table and these costs include, but are not limited to the following:

(a) Project Administration

(b) Construction Management, including but not limited to:

(1) PSE protection

The estimated Construction Project Management Costs shall be based on 15% of the Engineer's estimated construction cost for PSE protection. An additional 15% Administration fee shall apply to County labor. The summary cost estimate of Construction Project Management Costs in the Exhibit B Table is based on 90% design.

1.1.4 Project Construction

The City's Proportionate share of total Construction Costs for Shared Work, including contingency, shall be paid for by the City on a payments to contractor basis, as costs are incurred by the County, and as provided in Section 1.4.5 of this Exhibit. A Construction Force Account fund in the amount of \$100,000 is included in the Exhibit B Table. However, the parties further acknowledge that the actual bid amount plus 10% contingency may be different than the amount in Exhibit B. If the City's calculated proportionate share based on the bid award amount plus 10% contingency exceeds the total City share in the Exhibit B Table, the City's payment obligation shall not exceed the total City share in the Exhibit B Table without further amendment to this Agreement. The Construction Costs include but are not limited to the following:

(1) PSE protection

(2) Construction Force Account (\$100,000)

- 1.1.5 Adaptive Management. It is anticipated that the Shared Work Construction Costs will include adaptive management, excluding downstream dike repair, but potentially including correction of project elements or impacts. Potential examples of such work, as given in the FEIS, could be maintenance dredging of Union Slough. In the event that adaptive management is required, which is done by the County or City outside of the Construction Costs in item 1.1.4 above, the adaptive management costs shall be subject to Proportionate Share apportionment, at 87.0% for the County and 13.0% for the City.
- 1.1.6 Unanticipated Costs. A reserve of 10% of total Exhibit B Table costs is established for Unanticipated Costs. Unanticipated Costs shall include items not previously listed in Section 1, which may appear within the duration of this Agreement, which are necessary to the successful completion of the Smith Island Project. Use of Unanticipated Cost funds on such items shall be by mutual written agreement of the Administrators to this Agreement.
- 1.2 Estimated Total of General Shared Costs. A preliminary estimate of the costs for the work items in Section 1.1 is given in the Exhibit B Table. The final costs will be established according to the methods given in Section 1.1. The total estimated cost in Exhibit B is \$4,130,000. As provided in Section 1.0 above, the City Shared Work Maximum Obligation under this Agreement shall not exceed \$670,000. In the event the total City share of costs computed per this Agreement exceeds the City Maximum Shared Work Obligation, the parties in good faith will consider amendment in accordance to Section 9.4 of the Agreement.
- 1.3 County and City Proportionate shares of General Shared Costs. The City (subject to the City Maximum Shared Work Obligation) and County agree to pay for their respective shares (Proportionate shares) of the total General Shared Costs in Section 1.1, determined as follows:
- 1.3.1 Each jurisdiction's Proportionate share is to be based on the jurisdiction's percentage of restoration area which the jurisdiction owns within the Smith Island project, as measured from the centerline of the new west and southwest dikes, and including all county and city land between these levees and Union Slough. These new dikes are to be constructed by Snohomish County and City of Everett. Schedule 1 to Exhibit A shows the Smith Island project and the county and city ownership areas.
- 1.3.2 Accordingly, using County GIS data (ProjectArea040315 feature class in GDB_SMITH_ISLAND.mdb), and based on information available as of 4/14/2016:

- (1) The total restoration area for the Smith Island Project is approximately 381.59 acres.
- (2) The City share of restoration area in the Smith Island project is approximately 49.43 acres.
- (3) The County share of restoration area in the Smith Island project is approximately 332.17 acres.
- (4) The City Proportionate share is therefore 49.43 divided by 381.59 = 13.0 percent (13.0%).
- (5) The County Proportionate share is therefore 332.17 divided by 381.59 = 87.0 percent (87.0%).

1.4 Method of Payment for General Shared Costs.

- 1.4.1 The City shall pay the City Proportionate share of SEPA and Studies to Support SEPA Costs as described in Section 1.1.1 to the County upon execution of this Agreement.
- 1.4.2 The County shall initiate work on the items in Sections 1.1.2 through 1.1.5, inclusive, and incur associated costs.
- 1.4.3 The City will reimburse the County for its proportionate share percentages of the total General Shared Costs incurred by the County for the items in Sections 1.1.2 through 1.1.5, inclusive, on a time and expense basis.
- 1.4.4 Throughout the term of this Agreement, the City and County may develop further details of the shared cost items listed in Exhibit B to facilitate computation of cost shares.
- 1.4.5 Billing:

Upon the execution of this Agreement, the County may elect to bill the City for the City's Proportionate share of General Shared Costs on a quarterly basis during the pre-construction period. After construction begins, the County may elect to bill the City on a monthly basis. For each billing, the County shall provide to the City an itemized statement of all General Shared Costs incurred or otherwise billed to the County for the preceding period for which reimbursement is sought by the County hereunder (including attaching copies of all billing statements or invoices received by the County). The City shall remit payment to the County for its Proportionate share of the General Shared Costs as set forth in the itemized statement within Thirty (30) calendar days from the date of receipt of the statement from the County unless on or before such date the City shall submit in writing to the County an objection to any charge or cost shown thereon and/or request for additional supporting information establishing such charge or cost as a qualifying General Shared Cost. The City has no obligation to pay invoices unless the City has received the approvals under Section 2.11 of the Agreement. If the parties are unable to reconcile or otherwise resolve any such objection or request for additional information to the mutual satisfaction of the parties within

Thirty (30) days from the date of the County's receipt of such written objection or request, the parties agree to submit the matter to the dispute resolution process set forth in Section 8 of the Agreement.

1.4.6 Retroactive Invoicing and Payment

As of the Execution Date, the County has provided Services since the beginning of the year 2013 to the City for which it has not been compensated. The County may retroactively invoice the City for its proportionate share of any Services performed since the beginning of 2013 and before the Execution Date of this Agreement. Such invoice shall describe in reasonable detail the amount of time spent by the County on which Services since 2013 and before the Execution Date and shall include a 15% Administration fee on any County labor costs. Reimbursable cost items and the cost of any materials and/or equipment used by the County in performing said services shall also be itemized on the retroactive invoice. The City shall pay the retroactive invoice within thirty (30) days of receiving same, but the City has no obligation to make payment per Section 3.1.1.4 unless the City has received the conveyance per Section 2.11 of the Agreement. Such retroactive invoicing for services provided since 2013 shall be in addition to the City's obligation to reimburse for its proportionate share of Preliminary SEPA costs incurred by the County up through December 31, 2012, as set forth in subparagraph 1.1.1 above.

1.5 Dike Connection

1.5.1 It is anticipated that the City setback dike will be constructed before the County setback dike. The City and the County setback dikes are anticipated to end at the north right of way line of 12th Street Northeast.. The Dike Connection is defined as the joint connection between the City and the County setback dikes (Dike Connection), to provide a smooth, seamless transition between the two respective dikes.

1.5.2 Responsible party for Dike Connection design and construction.

- (a) As set forth in the Agreement, the County shall design the Dike Connection in collaboration with the City, and cost for designing the Dike Connection shall be part of the County's setback dike design costs, and shall not be subject to reimbursement by the City. The County will provide the City with the Dike Connection design and specifications.
- (b) The County will include the Dike Connection in the County's bid package as for the County's setback dike construction.
- (c) (Omitted) .
- (d) Costs incurred by the constructing party building the Dike Connection, for portions that are on the other party's property, shall be subject to total reimbursement of construction cost by the other party, on whose property the dike connection is being

constructed. For the purposes of this Agreement, the 12th Street NE Right of Way (ROW) shall be deemed City property.

- (e) In the event the County constructs the Dike Connection on City property, as contemplated under sub-section 1.5.2(c) above, the maximum estimated construction cost of the Dike Connection to the City shall be agreed to as \$130,000 for all work on City property for the work quantity assumptions listed in the Exhibit B Table. If the winning bid for the County's setback dike work for the Dike Connection on City property exceeds this amount, this maximum amount shall be subject to renegotiation by the parties.
- (f) In the event the County constructs all or a portion of the Dike Connection on City property, as contemplated under sub-section 1.5.2(c) above, the City agrees to make available the City's previous compaction test results. The County has provided the City an opportunity to review and comment on the design of the Dike Connection.

1.5.4 Any County billing to the City for Dike Connection work on City property shall be conducted under the procedures of Section 1.4.5.

1.6 Smith Island Hydraulic Analysis (Tidal Channel and Breaches)

- 1.6.1 The City and County agreed in 2013 to conduct an hydraulic analysis of the Smith Island tidal channel, to be managed by the County. The scope and budget shall subject to written agreement between the parties. The cost for the analysis shall be subject to an equal (50/50) cost share between the City and the County.
- 1.6.2 County billings to the City shall be conducted under the procedures of Section 1.4.5 of this Exhibit.

Section 2: Exhibit B Table

**General Shared Cost Work Items
for City of Everett and Snohomish County
for the Smith Island Project**

Shared Cost Items			County Share		City Share		Total Cost (\$) ⁽¹⁾
Item	ILA Section	Cost Element	Percent (%)	(\$)	Percent (%)	(\$)	
A. SEPA AND STUDIES TO SUPPORT SEPA							
	1.1.1	SEPA and studies to support SEPA	87.0%	\$ 905,000	13.0%	\$ 135,000	\$ 1,040,000
B. PRE-CONSTRUCTION COSTS							
	1.1.2	General	87.0%	\$ 383,000	13.0%	\$ 57,000	\$ 440,000
		(a) SEPA Review					280,000
		(b) Design and Analysis					150,000
	1.1.4	Force Account – Design for Force Account	87.0%	\$ 17,000	13.0%	\$ 3,000	\$ 20,000
	1.6	Smith Island Hydraulic Analysis (Tidal Channel) ⁽²⁾	50%	\$ 25,000	50%	\$ 25,000	50,000
C. Construction Project Management Costs							
	1.1.3	General	87.0%	\$ 87,000	13.0%	\$ 13,000	\$ 100,000
D. Project Construction Costs							
	1.1.4	General	87.0%	\$ 409,000	13.0%	\$ 61,000	\$ 470,000
		(1) PSE protection					
	1.1.4	Force Account	87.0%	\$ 87,000	13.0%	\$ 13,000	\$ 100,000
E. SUBTOTAL A. THROUGH D.				\$ 1,913,000		\$ 307,000	\$ 2,220,000

Shared Cost Items			County Share		City Share		Total Cost (\$) ⁽¹⁾
Item	ILA Section	Cost Element	Percent (%)	(\$)	Percent (%)	(\$)	
F. Sales tax 8.6% County rate on D.1.1.4 totals ⁽³⁾				\$ 43,000		\$ 6,000	\$ 49,000
G. SUBTOTAL E AND F.				\$ 1,956,000		\$ 313,000	\$ 2,269,000
H.	1.1.6	10% Unanticipated Costs on G		\$ 195,600		\$ 31,300	\$ 226,900
I. SUBTOTAL G. AND H.				\$ 2,151,600		\$ 344,300	\$ 2,495,900
J..	1.1.5	Adaptive Management ⁽⁵⁾		\$ 1,305,000		\$ 195,000	\$ 1,500,000
K. TOTAL BEFORE DIKE CONNECTION (SUBTOTAL I AND J).				\$ 3,456,600		\$ 539,300	\$ 3,995,900
L.	1.5	Dike Connection ⁽⁴⁾			100%	\$ 130,000	\$ 130,000
M. TOTAL COSTS (K AND L)				\$ 3,456,600		\$ 669,300	\$ 4,125,900
N. TOTAL COSTS, ROUNDED)				\$ 3,460,000		\$ 670,000	\$ 4,130,000

Notes:

(1) Row and final totals rounded to \$10k (except F. Sales tax and subsequent row totals); subtotals rounded to \$1k. County 15% Admin Fee on labor.

(2) Component cost associated with Section 1.6

(3) Sales tax for work on County land is County sales tax rate of 8.6%, on D.1.1.4 totals. Work is on County jurisdiction area.

(4) Component cost associated with Section 1.5. Includes 9.2% City sales tax, 15% contingency, County Construction Management, Street Permit. The work quantities assume based on written agreement between the City and the County, are as follows: City to construct up to the north boundary of the 12th Street NE ROW, leaving a small gap on the top of new City dike for the County to fill and connect City and County dikes. Gap estimated to require 581 tons of fill, 131 tons of riprap, 88 tons of quarry spalls, and 155 sy of geotextile. Facing also required after gap work, on City dike on waterside of connection, estimated to require 1,298 tons of riprap, 865 tons of quarry spalls, 1,527 sy of geotextile, and 509 cy of topsoil type C. Listed as individual item in Exhibit B, as this is work City will pay for County to do.

(5) Includes Dredging, excludes dike repair (County share = 87.0%, City share = 13.0%). No additional contingency.

EXHIBIT C

Breach and Related Work Bidding and Reimbursement

A. Award of Construction Contract for Breach and Related Work.

1. Construction Contract. After completion of design and the receipt of all necessary permits by the City for City Breach and Related work no later than the first quarter of 2017, and amendment to this Agreement identifying the terms of such construction responsibilities or a separate Agreement per Section 2.10, the County will call for bids and execute a construction contract for Breach and Related Work (including the Breach and Related Work in the Smith Island-City area) in accordance with the County's usual procurement processes and the County's standard form construction contracts, except that:

(a) The Breach and Related Work will have two bid schedules, one for the Smith-Island-City area work and one for the Smith Island-County area work. The bid package will contain a provision that in substance states the following:

Bid Schedule A is work on County property and will be paid for by County funds. Bid Schedule B is work on City of Everett property and will be paid for from City of Everett funds. Accordingly, it is important that your bid be balanced between the schedules: if a line item on Schedule A is similar to a line item on Schedule B, then your bid prices for those line items on each schedule must be similar. The purpose of this is to make sure that County funds are not subsidizing City work or vice versa. The County reserves the right to reject any bid that is not balanced.

The low bidder is the bidder with the lowest total bid, which is the sum of Bid Schedule A and Bid Schedule B.

(b) The construction contract will contain a provision requiring the City be added as an additional insured on the contractor's required liability insurance policies.

(c) The construction contract will contain a clause reasonably acceptable to the City that allows the County to assign all contractor's and manufacturer's warranties from the County to the City.

2. Bidding Off-Ramps. Upon opening of the bids for construction of the Breach and Related Work project, the Parties will meet and confer. The County shall award to the lowest responsible and responsive bidder, except as follows:

(a) Over Budget. If the County determines that its portion of the Breach and Related Work under the low bid exceeds its available funds for the project, the County shall reject all bids. If the City determines that its portion of the Breach and Related Work under the low bid exceeds its available funds for the project, the County shall reject Bid

Schedule B for work on City property. The parties shall, prior to bidding, discuss the size of available budgets, which shall at least be equal to the engineer's estimates.

(b) Unbalanced Bid. If either party determines that low bid appears unbalanced as described in Section 1(a) above, then the County shall either reject the unbalanced bid or reject all bids.

If all bids are rejected under sections (a) or (b) above, then the County shall re-bid the Breach and Related Work, unless both City and County agree that such a rebid would be futile. If on such rebid all bids are again rejected under sections (a) or (b) above, then either the City or the County may elect, effective on written notice to other party delivered prior to any third call for Breach and Related Work bids, to delete Breach and Related Work construction from this Agreement, in which case the City and County will each independently construct their own Breach and Related Work.

B. (Reserved)

C. (Reserved)

D. Construction. The County will complete all Breach and Related Work in accordance with the plans and specifications and permits. The County will coordinate with the City so that the City takes a lead role in the oversight and inspection of Breach and Related Work in the Smith Island-City area. The City may attend construction meetings. The County without City approval may execute change orders to the Breach and Related Work that in total increase the cost to the City of the Breach and Related Work by up to 10% above the original Breach and Related Work Related contract amount. The County will not execute change orders above such 10% without the prior approval of the City, which will not be unreasonably withheld.

E. Completion of Breach and Related Work. Upon or near completion of the Breach and Related Work in the Smith Island-City area, the County will deliver to the City an as-built survey of the Breach and Related Work in the Smith Island-City area. After the City confirms that the as-built survey is consistent with the approved plans and specifications, the City will promptly notify the County that the Breach and Related Work in Smith Island-City area is ready for acceptance. Upon such notice, (1) the County will accept the Breach and Related Work from the contractor, (2) the Breach and Related Work in the Smith Island-City area is the property of the City, and (3) the City has responsibility for the maintenance and operation of Breach and Related Work in the Smith Island-City area. The City and County will cooperate to execute any documents (such as bills of sale) necessary to document the City's ownership interest in the Breach and Related Work in the Smith Island-City area and will cooperate to transfer to the City any contractor or manufacturer's warranties for the Breach and Related Work in the Smith Island-City area.

F. Cost Sharing.

1. City Pays for Breach and Related Work in the Smith Island-City Area.

The City will pay all expenses related to the Breach and Related Work in the Smith Island-City area, including for example all surveying, design, permitting, and construction costs. This includes all costs arising from or relating to any claims asserted against the County by construction contractors to the extent relating to the Breach and Related Work in the Smith Island-City Area. In the event of such a claim, the Parties will meet and confer, and the County will not settle such a claim without the prior approval of the City, which will not be unreasonably withheld.

2. Billing Procedure. The County will invoice the City for the Breach and

Related Work in the Smith Island-City area. The Parties anticipate that the County will invoice the City as the County makes payments to the Breach and Related Work contractors. An invoice will document in reasonable detail the amounts expended by the County related to the Breach and Related Work in the Smith Island-City area. Upon completion and acceptance of the Breach and Related Work in the Smith Island-City area and resolution of contractor claims (if any), the parties will true-up the payments, so that the City has paid 100% of the expenses related to the Breach and Related Work in the Smith Island-City area.

EXHIBIT D

Invoice for SEPA and Studies to Support SEPA, Exhibit B Item 1.1.1

CITY OF EVERETT
FINANCE DEPARTMENT
2930 WETMORE AVE. STE. 10-B
EVERETT, WA 98201

INVOICE NO: _____
INVOICE DATE: _____
DUE DATE: _____
CUSTOMER NO: _____

cc: JIM MILLER
CITY OF EVERETT PUBLIC WORKS
DEPARTMENT
3200 CEDAR STREET
EVERETT, WA 98201

INVOICE

PARTNERSHIP ILA ITEM 1.1.1 SEPA AND
STUDIES TO SUPPORT SEPA

\$ 135,816.84

TOTAL AMOUNT DUE:

\$ 135,816.84

Send check payable to:

Snohomish County
Attention: Finance M/S/ #610
3000 Rockefeller Ave.
Everett, WA 98201-4046

CUSTOMER NO: _____
INVOICE NO: _____

For billing questions call (425) 388-3940

AMOUNT DUE: \$ 135,816.84

INVOICE INFORMATION:

PER AGREEMENT, CITY OF EVERETT SHARES 13.0% OF ITEM 1.1.1 COSTS (SEPA AND ANALYTICAL COSTS 2003 TO 2012)

ITEM 1.1.1: SEPA AND STUDIES TO SUPPORT SEPA

Year	Comment	Associated Cost
2006	CH2M Hill: Smith Island Restoration Project Preliminary Geotechnical Investigations and Collection of Existing Data	\$ 31,812
2007	CH2M Hill: Channel Migration and Scour Evaluation. Everett Delta Natural Gas Pipeline/Smith island Restoration; Addendum: Preliminary Geotechnical Investigations and Collection of Existing Data Memorandum; Smith Island Restoration Project Dike Crossing at Williams Pipeline Preliminary Settlements Analysis	\$ 16,277
2008	CH2M Hill: Revised Smith Island Restoration Project Dike Crossing at Williams Pipeline Preliminary Settlements Analysis	\$ 4,418
2009	Landau: Cultural Resources Feasibility Study	\$ 31,363
2009	County: Environmental Services	\$ 153,387
2010	County: Environmental Services	\$ 82,863
2011	County: Environmental Services	\$ 215,937
2012	County: Environmental Services	\$ 155,504
2012	County: Special study support (Tetra Tech studies below)	\$ 93,848
2012	Tetra Tech: Union Slough, Geo/Hydrogeo, Salt water, Drainage studies	\$ 259,335
TOTAL		\$ 1,044,745

TOTAL ITEM 1.1.1 SEPA AND STUDIES TO SUPPORT SEPA COSTS: \$ 1,044,745

**CITY OF EVERETT 13.0% SHARE:
13.0% x \$1,044,745 = \$ 135,816.84.**

EXHIBIT E

SEPA Lead Agency Agreement



PLANNING AND COMMUNITY DEVELOPMENT

Allan Giffen
Director

ORIG: ENDRS SVCS

cc: Steve T
Steve D
Drew
Bobann
Doug

RECEIVED

MAR 21 2011
Public Works
Director's

March 17, 2011

Mr. Steve Thomsen, Director
Snohomish County Public Works Department
3000 Rockefeller Avenue
Everett, WA 98201

RE: Letter of Agreement for SEPA Lead Agency for Smith Island Restoration project

Dear Steve:

The City of Everett Public Works Department has agreed to allow City-owned property south of 12th Street NE located on Smith Island to be restored to an intertidal wetland along with the County-owned property north of 12th Street NE. It makes sense to the City to incorporate our site into the SEPA process being prepared for the County restoration project. Since the project is located within two jurisdictions, and each jurisdiction is a project sponsor, it appears that the WAC for determining SEPA lead agency status when each agency is a sponsor allows the determination to be made by agreement between the two jurisdictions. See WAC 197-11-926, below:

WAC 197-11-926 Lead agency for governmental proposals. (1) When an agency initiates a proposal, it is the lead agency for that proposal. If two or more agencies share in the implementation of a proposal, the agencies shall by agreement determine which agency will be the lead agency. For the purposes of this section, a proposal by an agency does not include proposals to license private activity. (*emphasis added*)

This letter represents the City of Everett's agreement that Snohomish County Public Works Department should be the lead agency under SEPA for the Smith Island habitat restoration project which includes land owned by the City of Everett and within the City of Everett.

Please feel free to contact me if you wish to discuss this agreement.

Sincerely,

Allan Giffen
City of Everett SEPA Responsible Official

Cc: Heather Griffin, City of Everett Public Works

CITY OF EVERETT • 2930 Wetmore Avenue, Suite 8-A • Everett, WA 98201 • (425) 257-8731 • Fax (425) 257-8742

EXHIBIT F

District City Quit Claim – Auditor File No. 20030303331

110312

2.00

COPY

After Recording, Mail to:
Mr. Tom Ehrlichman
Attorney at Law
2827 Rockefeller Avenue
Everett, Washington 98201


200303030331 4 PGS
03-03-2003 10:41am \$22.00
SNOHOMISH COUNTY, WASHINGTON

No. 1851316 3/3/2003 10:35 AM
Thank you for your payment.
PRITTY

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
(Please print or type information; all areas applicable to your document must be filled in)

<p>Document Title(s) (or transactions contained therein):</p> <p>QUITCLAIM DEED</p>
<p>Reference Numbers of Documents Assigned or Released:</p> <p>Snohomish County Auditor's File No. 536725 Snohomish County Auditor's File No. 511128</p>
<p>Grantor(s) (Last name first, then first name and initials) :</p> <p>1. DIKING DISTRICT NO. 5 OF SNOHOMISH COUNTY 2.</p>
<p>Grantee(s) (Last name first, then first name and initials) :</p> <p>1. CITY OF EVERETT 2.</p>
<p>Legal Description (abbreviated: i.e. lot, block, plat or section township, range) :</p> <p>Portions of Lots 5, 6 and 12, section 16, township 29 north, range 5 East, W.M. Portions of Government Lots 6 and 7 of Section 15, Township 29 North, Range 5 East, W.M.</p> <p><input checked="" type="checkbox"/> Additional legal is on pages 1 and 2 of document.</p>
<p>Assessor's Property Tax Parcel/Account Number:</p> <p>29051500200200</p> <p><input checked="" type="checkbox"/> Assessor Tax # not yet assigned</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

AFTER RECORDING MAIL TO:

Mr. Tom Ehrlichman
Attorney at Law
2827 Rockefeller Avenue
Everett, Washington 98201

QUIT CLAIM DEED

THE GRANTOR, Diking District No. Five of Snohomish County, a diking district organized pursuant to RCW Title 85, for and in consideration of Twenty-eight Thousand Three Hundred Dollars (\$28,300.00), conveys and quit claims to the **GRANTEE**, the City of Everett of the State of Washington, all right, title and interest it has or may have in the following described real estate, and any dike, levee, fixture, or other property thereon situated in the County of Snohomish, state of Washington, together with all after acquired title of the grantor(s) therein, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain statute of the State of Washington, legally described as follows:

Parcel A

Those portions of Lots 5, 6 and 12, section 16, township 29 north, range 5 east, W.M., included within the limits of a strip of land 50 feet in width, having 35 feet of such width on the west side and 15 feet on the east side of the following described center line:

Beginning at a point on the south line of said section 16, which is S 89° 40' W 702.6 feet distant from the southeast corner of said section and running thence N 6° 45' W 131 feet, N 5° 32' W 395.4 feet, N 6° 33' E 290.8 feet, N 24° 28' E 158.4 feet, N 12° 35' E 261.7 feet, N 25° 48' E 180.6 feet, N 11° 17' E 171.4 feet, N 19° 15' E 286.9 feet, N 21° E 126.2 feet, N 34° 39' E 102.3 feet, N. 14° 09' E 140.4 feet, N 18° 23' E 501.6 feet, N 12° 33' E 124 feet and N 20° 35' E 169.2 feet to a point on the east line of said section 16 which is N 0° 13' 22" W 165.98 feet distant from the quarter section corner on said east line,

as described in an easement dated 3 January 1933, and recorded under Snohomish County Auditor's number 536725.

Parcel B:

Beginning at the Northwest corner of Government Lot 6 of Section 15, Township 29 North, Range 5 East, W.M.;

Thence along the North boundary of said lot North 88° 46' 52" East 908.3 feet to the true place of beginning;

Thence a strip of land 50 feet in width being 25 feet each side of the following described center line:

South 37° 02' West 117.6 feet;

Thence South 34° 56' West 126.5 feet;

Quitclaim Deed Page 1 of 3

LPB-12(c) 7/97

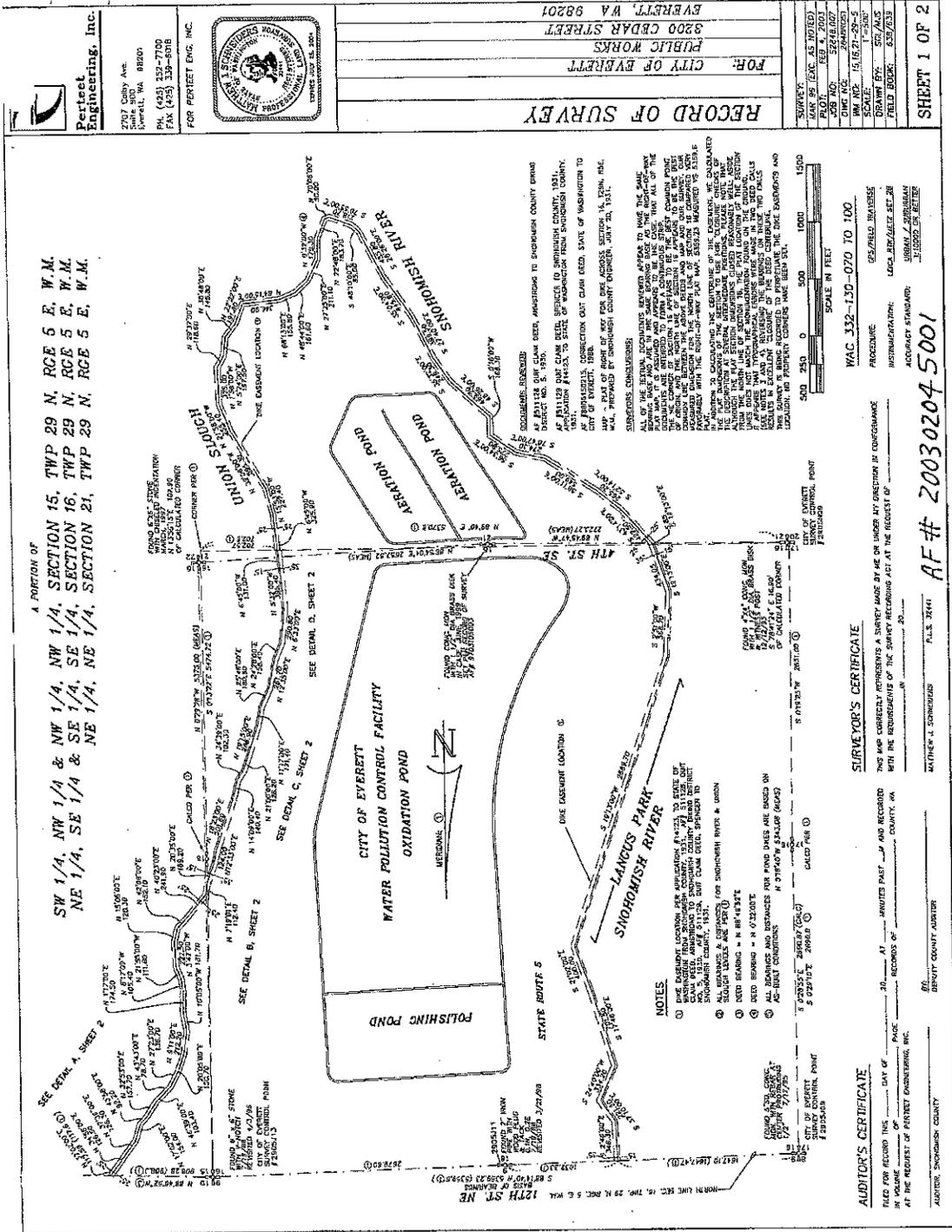
Thence South 37° 36' West 126.5 feet;
Thence South 17° 02' West 154.0 feet;
Thence South 43° 58' West 92.2 feet;
Thence South 32° 53' West 157.7 feet;
Thence South 46° 39' West 103.4 feet;
Thence South 43° 43' West 78.7 feet;
Thence South 27° 23' West 136.7 feet;
Thence South 20° 05' West 150.7 feet;
Thence South 9° 11' West 212.2 feet;
Thence South 10° 05' East 181.7 feet;
Thence South 1° 17' West 174.5 feet;
Thence South 8° 17' East 105.4 feet;
Thence South 21° 55' East 111.8 feet;
Thence South 3° 47' East 222.5 feet;
Thence South 15° 06' West 120.3 feet;
Thence South 42° 08' West 152.1 feet;
Thence South 40° 23' West 241.9 feet;
Thence South 7° 19' West 112.4 feet more or less to an intersection with the West boundary of said Government Lot 6 [note possible scrivener's error: should be Government Lot 7], from which point the Northwest corner of said Government Lot 6 is North 0° 13' 22" West 2,571.3 feet distant,
as described in an easement dated December 21, 1931 in Volume 260 of Deeds, page 188, and recorded under Snohomish County Auditor's number File No. 511128, and as it may be corrected in the future to account for the possible scrivener's error shown in brackets above.

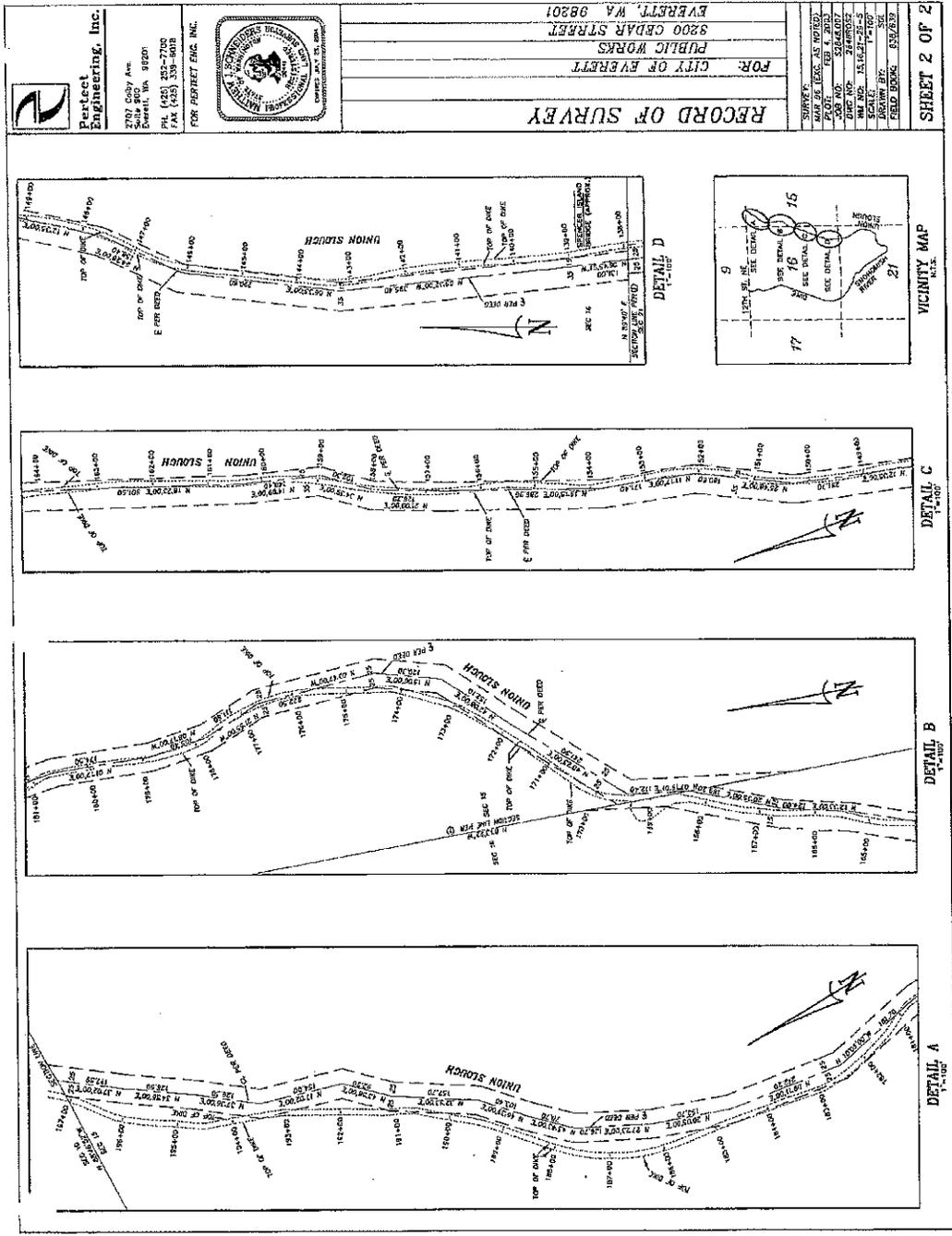
Parcel C:

That dike, levee, fixture or other property located along Union Slough only, from the northerly line of Section 15, Township 29 North, Range 5 East W.M. to the southerly line of Section 16 Township 29 North, Range 5 East W.M., as shown in details A, B, C and D on sheet two of two (2 of 2) in the Record of Survey for the Smith Island Dike, filed for

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Quitclaim Deed Page 2 of 3





EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Right-of-Entry for Riverfront
Development – North Wetland
Complex

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Tom Hood
 Phone Number 425-257-8809
 FOR AGENDA OF June 15, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Riverfront Development – North Wetland Complex		Right-of-Entry Agreement	Public Works, Legal

Amount Budgeted	\$500.00	
Expenditure Required	\$500.00	Account Number(s): RD 3312
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

The City has recently advertised the North Wetlands Complex project for construction bids. A portion of the proposed construction for this project involves access to Department of Natural Resources (DNR) property. This access requires a right-of-entry agreement between the City and DNR. There is a fee of \$500 required for the right-of-entry.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Right-of-Entry Agreement with the Department of Natural Resources for the Riverfront Development – North Wetlands Complex project in the amount of \$500.



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

AQUATIC LANDS RIGHT OF ENTRY

Right of Entry No. 23-093653

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF EVERETT, a municipal corporation ("Licensee").

THE Parties agree as follows:

SECTION 1 GRANT OF PERMISSION

1.1 Permission. Subject to the terms and conditions set forth below, State grants Licensee a revocable, nonexclusive license to enter upon the real property described in Exhibit A (the "Property"). In this agreement, the term "Right of Entry" means this agreement and the rights granted.

1.2 Other Interests and Rights. This Right of Entry is subject to all valid interests of third parties noted in the records of Snohomish County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington. Licensee is responsible for obtaining approvals from other persons, if any, who have an interest in the Property. This Right of Entry is subject to the rights of the public under the Public Trust Doctrine or federal navigation servitude and treaty rights of Indian Tribes.

SECTION 2 USE

2.1 Authorized Activities. Licensee shall enter the Property only for the purpose of conducting the activities described in Exhibit B (the "Activities") and for no other purpose. Licensee shall not conduct any other activities on the Property without the prior written permission of State.

2.2 Restrictions on Activities

- (a) The limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Licensee's compliance with this Paragraph 2.2 does not limit Licensee's liability under any other provision of this License.
- (b) Licensee shall not cause or permit:
 - (1) Damage to natural resources,

- (2) Waste, or
- (3) Deposit of material, unless approved by State in writing.
- (c) State may take any steps reasonably necessary to remedy any failure of Licensee to comply with the restrictions on activities under this Subsection 2.2. Upon demand by State, Licensee shall pay all remedial costs and natural resources damages.

2.3 Conformance with Laws. Licensee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its activities on the Property.

2.4 Interference with Other Uses.

- (a) Licensee shall exercise Licensee's right of entry under this Right of Entry in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Property or surrounding lands and water.
- (b) Licensee and its agents, contractors, and subcontractors shall provide State with at least two (2) weeks notice before commencing any Activities. Licensee shall promptly notify State of any modifications in the schedule.

SECTION 3 TERM

3.1 Term Defined. This right of entry is effective on the 15th day of June, 2016 ("Effective Date"), and terminates on the 14th day of June, 2017. ("Termination Date"), unless terminated sooner under the terms of this Right of Entry.

3.2 End of Term. Upon termination of this Right of Entry and except as otherwise provided in Exhibit B, Licensee shall restore the Property to a condition substantially like its natural state before Licensee's Activities.

SECTION 4 CONSIDERATION

The consideration is a fee in the amount of Five Hundred Dollars (\$500.00), which is due and payable on or before the effective date.

SECTION 5 ENVIRONMENTAL LIABILITY

5.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including oil and petroleum products.

- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any Hazardous Substance law.

5.2 General Conditions. Licensee shall exercise the utmost care with respect to Hazardous Substances, including the foreseeable acts or omissions of third parties affecting Hazardous Substances, consistent with the standard of care applicable under the Model Toxics Control Act, RCW 70.105D.040.

5.3 Use of Hazardous Substances.

- (a) Licensee, its contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances on the Property or adjacent state-owned aquatic lands, except in accordance with all applicable laws.
- (b) Licensee shall not undertake, or allow others to undertake by Licensee's permission, acquiescence, or failure to act, activities on the Property or adjacent state-owned aquatic lands that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Licensee's activities on the Property.

5.4 In the Event of a Release or Threatened Release.

- (a) Licensee shall immediately notify State if the Licensee becomes aware of any release or threatened release of Hazardous Substance on the Property.
- (b) If a Licensee's act or omission results in a release of Hazardous Substances, Licensee, at its sole expense, shall promptly take all actions necessary or advisable to clean up, contain, and remove the Hazardous Substances in accordance with applicable laws.

SECTION 6 ASSIGNMENT

Licensee shall not assign this Right of Entry.

SECTION 7 INDEMNITY AND INSURANCE

7.1 Indemnity.

- (a) Licensee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Activities or related activities by Licensee, its contractors, agents, invitees, guests, employees or affiliates.
- (b) "Claim" as used in this Subsection 7.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to,

- physical injury to the Property, including damage resulting from Hazardous Substances, and damages resulting from loss of use of the Property.
- (c) State shall not require Licensee to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
 - (d) Licensee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.

7.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Licensee certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Subsection 7.2 and by Subsection 7.3, Insurance Types and Limits. Licensee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Licensee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Licensee shall provide State with at least thirty (30) days' written notice prior to any material changes to Licensee's self-insured funding mechanism.
 - (2) Unless State agrees to an exception, Licensee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Licensee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
 - (4) All insurance provided in compliance with this Right of Entry must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Licensee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Right of Entry covers these damages.
 - (2) Except as prohibited by law, Licensee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Right of Entry.
- (c) Proof of Insurance.
 - (1) Licensee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with

- insurance requirements specified in this Right of Entry and, if requested, copies of policies to State.
- (2) The certificate(s) of insurance must reference additional insureds and the Right of Entry number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Right of Entry, as follows:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
- (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Licensee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) General Terms.
- (1) State does not represent that coverage and limits required under this Right of Entry are adequate to protect Licensee.
 - (2) Coverage and limits do not limit Licensee's liability for indemnification and reimbursements granted to State under this Right of Entry.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Right of Entry, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Licensee.

7.3 Insurance Types and Limits.

- (a) General Liability Insurance.
- (1) Licensee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Licensee's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent

coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

(3) MGL insurance must have no exclusions for non-owned watercraft.

(b) Workers' Compensation.

(1) State of Washington Workers' Compensation.

(i) Licensee shall comply with all State of Washington workers' compensation statutes and regulations. Licensee shall provide workers' compensation coverage for all employees of Licensee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Licensee's use, occupation, and control of the Property.

(ii) If Licensee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Licensee shall indemnify State. Indemnity shall include all fines; payment of benefits to Licensee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.

(2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et seq.*) may require Licensee to provide insurance coverage for longshore and harbor workers other than seaman. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Licensee to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employer's Liability Insurance. Licensee shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

SECTION 8 TERMINATION

8.1 Termination by Revocation. State may terminate this Right of Entry at any time upon thirty (30) days notice to the Licensee.

8.2 Termination by Completion of Activities. If Licensee completes Activities prior to the Termination Date, this Right of Entry terminates upon Licensee's completion of all Activities, including restoration of the Property under Subsection 3.2.

SECTION 9 NOTICE

Following are the locations for delivery of notice and the Contact Person. Any Party may change the location of notice and/or the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits District
919 N. Township St.
Sedro-Woolley, WA 98284-9384

Licensee: CITY OF EVERETT
City Clerk
2930 Wetmore Avenue
Everett, WA 98201

SECTION 10 MISCELLANEOUS

10.1 Headings. The headings used in this Right of Entry are for convenience only and in no way define, limit, or extend the scope of this Right of Entry or the intent of any provision.

10.2 Invalidity. The invalidity, voidness, or illegality of any provision of this Right of Entry does not affect, impair, or invalidate any other provision of this Right of Entry.

10.3 Applicable Law and Venue. This Right of Entry is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Right of Entry is in the Superior Court for Thurston County, Washington.

10.4 Modification. No modification of this Right of Entry is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

10.5 Survival. Any obligations of Licensee not fully performed upon termination of this Right of Entry do not cease, but continue as obligations of the Licensee until fully performed.

10.6 Exhibits. All referenced exhibits are incorporated in this Right of Entry unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF EVERETT,
a municipal corporation of Washington State

Dated: _____, 20_____

RAY STEPHANSON
Mayor
3200 Cedar Street
Everett, WA 98201
425-257-7115

Dated: _____, 20_____

SHARON FULLER
City Clerk
3200 Cedar Street
Everett, WA 98201
425-257-8610

Approved as to form this _____ day of _____ 2016

James Iles, City Attorney _____

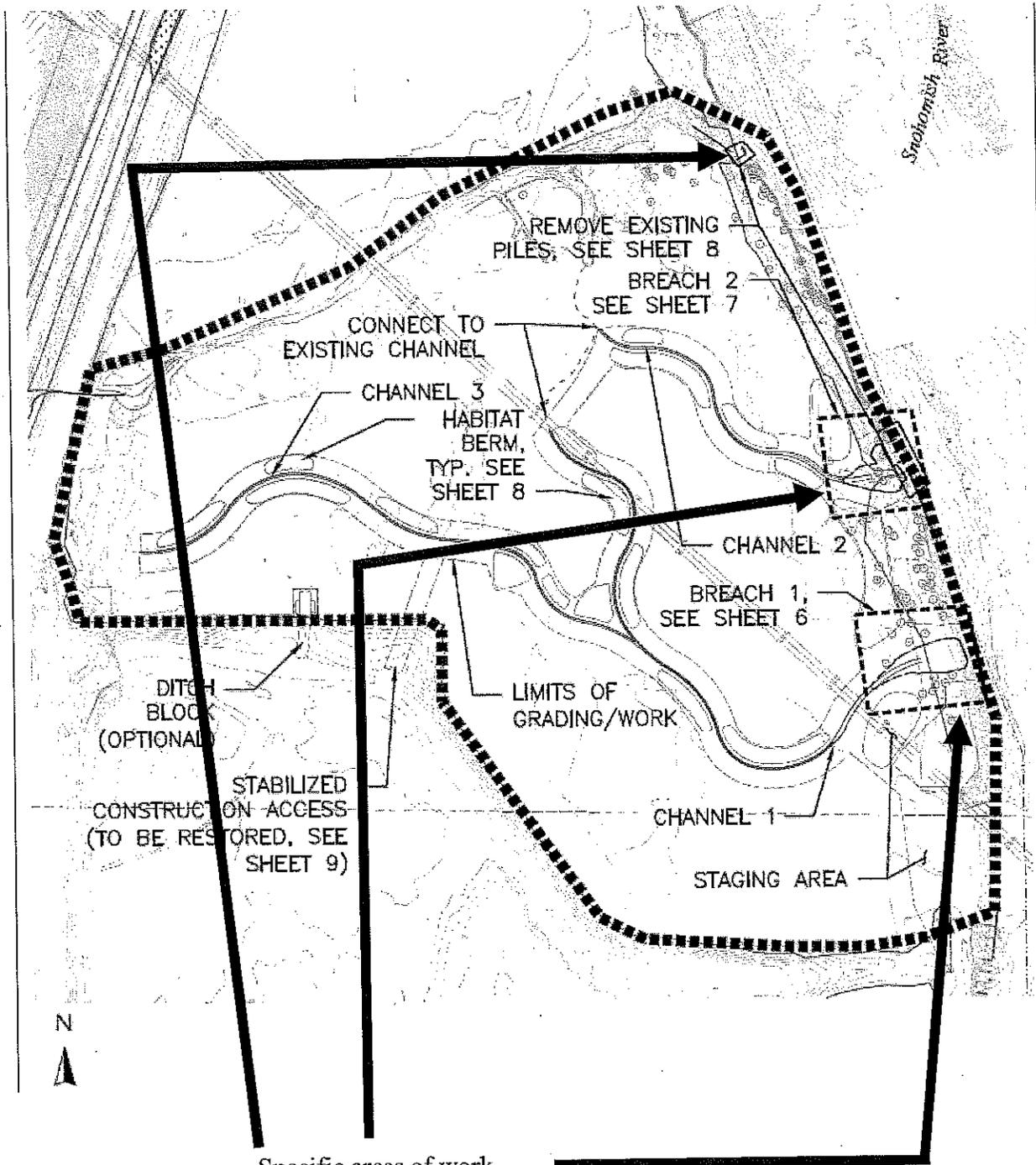
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20_____

KRISTIN SWENDDAL
Aquatic Resources Division Manager
1111 Washington St. SE
Olympia, WA 98504-7427

Approved as to form this
1 day of November 2010
Janis Snoey, Assistant Attorney General

EXHIBIT A
PROJECT AREA



Specific areas of work
on state-owned aquatic lands

**PLAN OF OPERATIONS
EXHIBIT B**

1. DESCRIPTION OF ACTIVITIES

A. Existing Conditions

The North Wetland Complex (NWC) is a 32-acre area of land along the Snohomish River in the City of Everett. The NWC is part of the 221-acre Riverfront Development Site, for which the City is responsible for public amenities, including wetland enhancements. At present, Bigelow Creek, which is not on state-owned aquatic lands (SOAL) is the only existing channel connecting the Snohomish River and the wetland.

Improvements currently located on SOAL consist of approximately 100 abandoned creosote-treated pilings, and additional beams from a derelict railroad trestle. These items are along the western bank of the Snohomish River adjacent to the NWC.

B. Proposed Conditions.

The City of Everett is proposing to restore tidally influenced wetland habitat within the Snohomish River by creating two new breaches into the NWC; excavating three new channels within the NWC; and connecting two of the channels together.

Activities on SOAL include the following:

- (1) Excavation of two breaches (Breach 1 and Breach 2) along the western bank of the river, which will remove 500 cubic yards of material; and
- (2) Removal of derelict creosote-treated piles and railroad trestle beams, as follows:

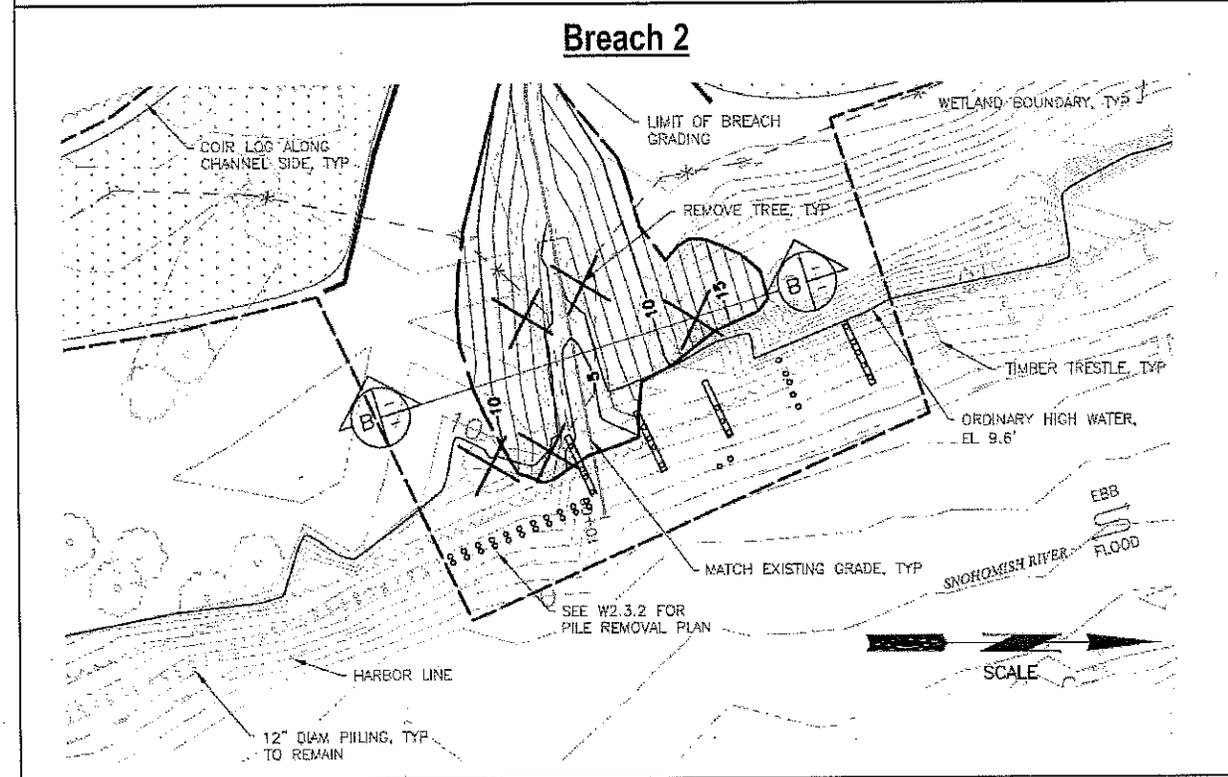
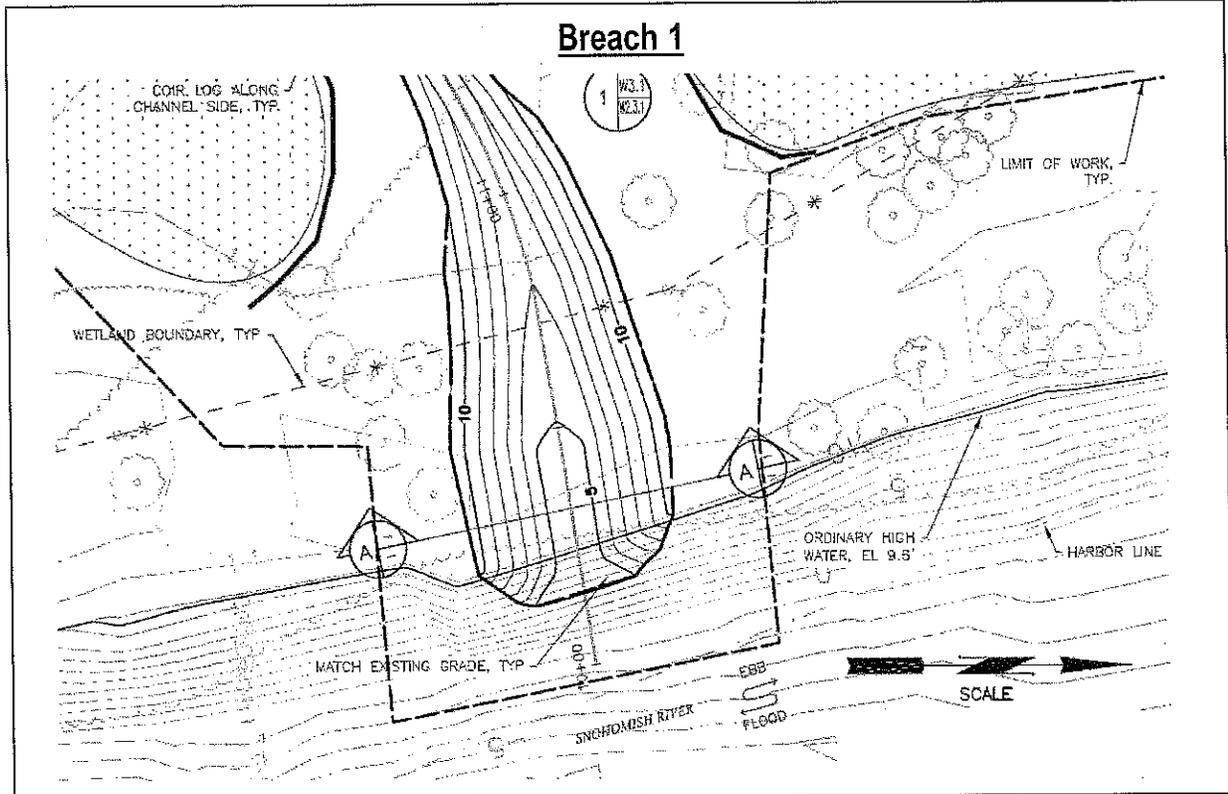
LOCATION	NO. PILES	NO. BEAMS
BREACH 1	Undetermined (not visible above the water line)	0
BREACH 2	45	4
EXISTING CHANNEL	15	0

Licensee has submitted Attachments 1 and 2 to this Exhibit B. State grants its consent to this Work, except that Licensee shall conform all Work to all other requirements of Section 5 of this License.

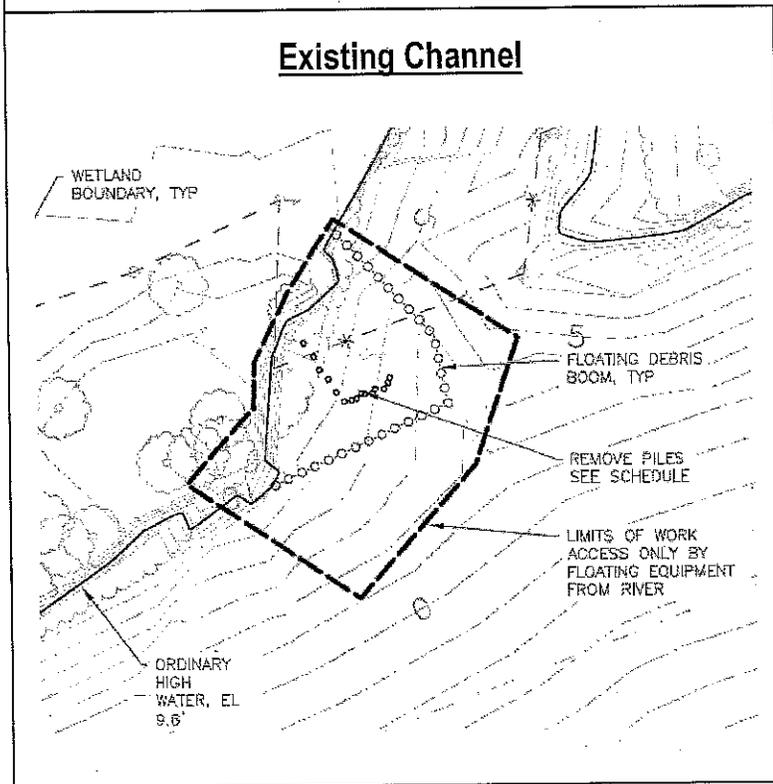
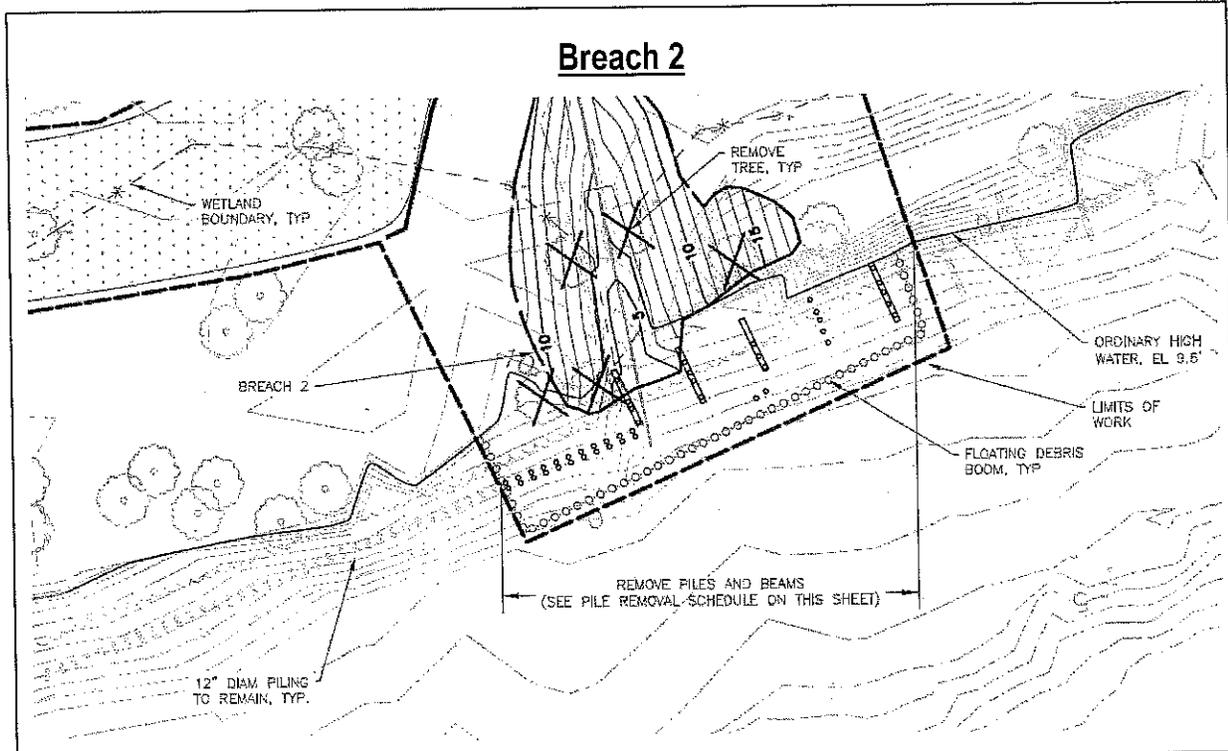
2. ADDITIONAL OBLIGATIONS

- A.** Licensee shall remove all creosote-treated pilings and beams depicted in Attachments 1 and 2 to this Exhibit B. Removal must be complete by June 14, 2017.

**ATTACHMENT 1 TO EXHIBIT B
BREACH PLANS**



**ATTACHMENT 2 TO EXHIBIT B
REMOVAL PLAN FOR VISIBLE PILINGS AND BEAMS**



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
 Agreement with Gray and
 Osborne Inc. for Water Filter
 Plant Standpipe Replacement
 Project

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person John Nottingham
 Phone Number (425) 257-8872
 FOR AGENDA OF June 15, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Water Filter Plant at Lake Chaplain		Contract	Public Works, Legal

Amount Budgeted	\$1,400,000	Fund 339
Expenditure Required	\$191,000	WO# 3647
Budget Remaining	\$1,209,000	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The 200,000 gallon Water Filter Plant Operations Standpipe provides process water and potable water necessary for the treatment of the City's water supply. The 49 year old, 67 foot tall standpipe is undersized and has greatly deteriorated.

A study conducted in 2013 compared the cost of replacement with the cost of rehabilitation. It was determined that the best course of action is the replacement of the standpipe with a larger reservoir at a new location. This Professional Services Agreement with Gray and Osborne Inc., located in Seattle, in the amount not to exceed \$191,000 will facilitate the design and construction support required for the replacement of this facility.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign a Professional Services Agreement with Gray and Osborne Inc., for the Water Filter Plant Standpipe Replacement Project in the amount not to exceed \$191,000.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this day of , , by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Gray & Osborne, Inc., whose address is 701 Dexter Ave. N., Suite 200, Seattle WA 98109, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide engineering analysis and design of a potable water reservoir for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and 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. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. 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 execution of this Agreement and shall be completed by March 31st, 2018.

4. **Compensation.**

A. The City shall pay the 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. The 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 types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the 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 the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of One hundred ninety-one thousand Dollars (\$191,000).

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, the 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:

City of Everett
Attn.: John Nottingham, P.E.
3200 Cedar St.
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said 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") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, 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, the 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. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 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, City may deduct from the final payment due the 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 the 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 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

connection with, or incident to any negligent or wrongful 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. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 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. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 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) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The 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 10: (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. 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 the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

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 following policies of insurance 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, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability 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 \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled 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 the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her 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. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents 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 of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, 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. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. 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.

G. In case of the breach of any provision of this Section 11, 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 the 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. 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 12. 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 12, 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 the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The 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 said 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 the 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 said 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 the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the 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.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the 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.

15. 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.

16. **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.

17. **Compliance with Federal, State and Local Laws.** 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.

18. **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. The City will reasonably compensate Service Provider for the work required to gather such records. 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 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the 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.

22. **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.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **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.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: John Nottingham
3200 Cedar St.
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Gray & Osborne, Attn: Lance Stevens P.E.
701 Dexter Ave. N., Suite 200.
Seattle, WA 98109

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **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.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<p>Corporation</p> <p><u>GRAY & OSBORNE, INC.</u> [Service Provider's Complete Legal Name]</p> <p>By: <u>Michael B. Johnson</u> Typed/Printed Name: <u>MICHAEL B. JOHNSON, P.E.</u> Its: <u>PRESIDENT</u> Date: <u>5/26/16</u></p>
<p>Partnership (general)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Partnership (limited)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Sole Proprietorship</p> <p>_____ Typed/Printed Name: _____</p> <p>_____ Sole Proprietor: Date: _____</p>
<p>Limited Liability Company</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____ Typed/Printed Name: _____ Managing Member Date: _____</p>

EXHIBIT A

SCOPE OF SERVICES CITY OF EVERETT WATER FILTRATION PLANT RESERVOIR 2

PROJECT UNDERSTANDING

The City of Everett (City) seeks engineering services for a predesign report and design of a new reservoir to supply the Water Filtration Plant (Plant) at Lake Chaplain with potable water storage for plant processes, drinking water, and fire suppression. The existing reservoir was constructed in the late 1960s, has an existing coating system with a lead-based primer, and is likely seismically deficient. Given the limited capacity and the costs to rehabilitate the existing reservoir, the City desires to construct a new, larger reservoir and water main to connect it to the Plant. It is anticipated that this reservoir will be 400,000 to 1,000,000 gallons in capacity.

This project will be undertaken in two phases. Phase 1 will be a pre-design report that will provide the options available to the City with regard to reservoir location, size, and materials; water main location; and preliminary costs. Phase 2 will be the design of the selected option from Phase 1.

Notice to Proceed, Phase 1:	April 2016
Final Predesign Report:	July 2016
Notice to Proceed, Phase 2:	August 2016
60 Percent Design Submittal:	November 2016
90 Percent Design Submittal:	February 2017
Final Design Submittal:	April 2017
Bid:	May 2017
Award:	June 2017
Construction of the Reservoir:	July – December 2017

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

PHASE 1: PREDESIGN REPORT

Task 1 – Project Management

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

Provide overall project management and oversight services, to include:

1. Procure sufficient staff resources to dedicate to the project.
2. Prepare and execute subconsultant agreements.
3. Manage subconsultant work.
4. Manage and control project budget and schedule.
5. Manage and provide monthly progress reports and invoices.

City Responsibilities:

None.

Assumptions:

The City's project manager will be the single point of contact for the Consultant. For review submittals, the City will provide a single comprehensive list of comments/issues from all City review personnel.

Task 2 – Geotechnical Investigation and Report

Objective: Perform a geotechnical investigation at the proposed reservoir sites. The investigation shall determine the engineering soil properties at the proposed sites (up to three). The results of the site investigation shall be summarized in a geotechnical memo.

City Responsibilities:

Provide access for geotech investigation with 2-weeks notice from Consultant. Dig and backfill geotechnical test pits for the Geotechnical subconsultant utilizing a backhoe provided and operated by the City. Up to three pits are anticipated, one at each proposed site.

Assumptions:

Two weeks of notice will be provided to the City for scheduling onsite exploration. Excess cuttings from the pits not placed back in the hole will be spread on City property as designated by the City and recommended by the Consultant.

Deliverables:

One electronic copy of the final geotechnical report in PDF format. A hard copy of the final geotechnical report will be included in the final predesign report.

Task 3 – Predesign Report

Objective: Prepare a Predesign Report for the City providing the siting, sizing, and material options available for the new reservoir.

1. Describe up to three siting options as previously described by the City.
2. Provide descriptions for three different reservoir construction materials, welded steel, bolted steel, and concrete.
3. Provide a cost range based upon sizing from 400,000 to 1,000,000 gallons for each reservoir construction material.
4. Analyze options for connecting to the existing system, including a new main along the existing roadway and a new main along the existing water main route.
5. Alternatives analysis and recommendation for a preferred reservoir and piping route to connect to the existing system.
6. Include of the geotechnical report from Task 2 and its findings.
7. Document findings in a Predesign report.
8. Gray & Osborne will attend one review meeting at the City.

Deliverables:

Three hard copies and an electronic copy in PDF format for the draft and final submittals

Assumptions:

The Predesign Report will consist of one draft submittal and one final submittal.

Task 4 – Quality Assurance/Quality Control

Objective: Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office for the report. The meeting will include senior project staff, selected design team members, and Town staff (as required and/or desired).

1. QA/QC meetings will take place at the following levels:
 - a. Draft Submittal

PHASE 2: DESIGN**Task 5 – Project Management**

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

Provide overall project management and oversight services, to include:

1. Procure sufficient staff resources to dedicate to the project.
2. Prepare and execute subconsultant agreements.
3. Manage subconsultant work.
4. Manage and control project budget and schedule.
5. Manage and provide monthly progress reports and invoices.

Task 6 – Survey

Objective: Obtain utility locates and topographical survey of the selected alternative reservoir site and water main route.

1. Obtain utility locates in the area between the access road to the reservoir and the Plant.
2. Establish horizontal and vertical control on the City's adopted datum as available from existing monumentation. If monumentation does not exist in the area, we will work on an assumed datum and incorporate the Plant

Finished Floor elevation along with the existing reservoir base and overflow elevations.

3. Obtain topographical survey of the existing and selected reservoir sites, as well as, the selected water main route at scale of 1":20' showing existing utilities, property lines (if applicable), and other information as needed. ROW and property lines will be approximate based upon GIS data, if applicable.
4. Incorporate information from City as-builts and base maps.

Deliverables:

None. Information obtained as part of this Task will be utilized to develop plans.

Assumptions:

City staff will locate any existing water mains or other Plant piping. A utility locating subconsultant will locate power, telephone, and gas, as applicable. The area for the subconsultant locates is anticipated to only be in the area between the access road to the reservoir and the Plant.

Task 7 – Engineering Design Contract Document Preparation

Objective: Prepare construction documents suitable for public bidding including plans, specifications, and cost estimates including City review at the 60 percent, 90 percent, and final construction stages. The reservoir is assumed to have telemetry at the site for monitoring reservoir level, no seismic sensors or valves, a standard ladder and landing system or stairway access, and include a passive mixing system.

1. Gray & Osborne will prepare and submit a project report to Washington Department of Health (DOH) per WAC 246-290. The Project Report will be based upon the Pre-Design Report prepared under Phase 1.
2. A 60 percent design submittal including project plans, specifications, and cost estimate will be provided to the City for review.
3. A 90 percent design submittal including project plans, specifications, and cost estimate will be provided to the City for review. The 90 percent design will incorporate City comments from the 60 percent submittal. The 90 percent design submittal will be provided to DOH for review and approval.
4. A final contract document submittal including project plans, specifications, and cost estimate will be provided to the City and will incorporate City and DOH comments from the 90 percent submittal.

5. Gray & Osborne will attend one review meeting at the City for each submittal (three meetings total).
6. Obtain applicable permits and completion of the SEPA process, if applicable. It is anticipated that the Contractor will obtain the final City Building permit based upon their reservoir design.

Deliverables:

DOH Project Report; Three sets of plans, specifications, and cost estimate at each of the 60 percent, 90 percent, and Final Design submittals.

Assumptions:

The City will provide their standard contract specifications. The technical specifications will be provided in a CSI format. Project plans will be 22" x 34" full size. No electrical power service will be provided to the reservoir site and level monitoring or intrusion detection will be provided by low voltage from the Plant.

Task 8 – Quality Assurance/Quality Control

Objective: Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

1. QA/QC meetings will take place at the following levels:
 - a. 60 Percent Submittal
 - b. 90 Percent Submittal
 - c. Final Submittal
2. Ensure incorporations of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 9 – Bid and Award Assistance

Objective: Assist the City in bidding phase of the project including advertisement, prebid inquiries, bid opening, and recommendation to award.

Gray & Osborne will provide the following bid and award services:

1. Answer bidder Requests for Information.
2. Attend prebid site meeting.

3. Prepare contract addenda, as necessary.
4. Perform Submittal review.

Deliverables:

Download ready document set prepared for upload to Builders Exchange or similar service; copies of submittals that are reviewed.

Assumptions:

Submittals assume one resubmittal for each submittal.

Task 10 – Construction Management Support

Objective: Assist the City in reviewing submittals provided by the Contractor.

Deliverables:

Copies of submittals that are reviewed.

Assumptions:

Submittals assume one resubmittal for each submittal.

Task 11 – Additional Services as Approved by the Owner

Objective: To provide services which are not listed within this Scope of Work that are directed by the City. The Work will be performed by the Gray and Osborne staff at their listed billing rate, as required by the request of the City. The budget amount provided under Task 11 shall be a not-to-exceed amount.

Not included within this Scope of Work are the following:

1. Boundary survey or easements.
2. Construction management including progress estimate preparation, responding to RFIs, or change order preparation or negotiation.
3. Field construction inspection.

EXHIBIT "B"
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Everett Water Filtration Plant Reservoir 2

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	AutoCAD Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
PHASE 1									
1 Project Management	2	10							
2 Geotechnical Investigation and Report			4	2	2				
3 Predesign Report		12	90	80	8	4	30		
4 QA/QC	6	6	6	4	2	2			
PHASE 2									
5 Project Management	2	20							
6 Surveying			2	2			10	8	36
7 Engineering Design									
Dept. of Health Project Report			20	8			4		
60 Percent		4	90	100	40	16	100		
90 Percent		4	90	100	40	16	100		
Permits			4	16					
Final		2	40	40	16	16	60		
8 QA/QC	12	12	12	12	4	4			
9 Bid and Award Assistance		6	12	12					
10 Construction Management Support		2	12	32	8	6			
11 Additional Services as Approved by the Owner	1	6	30	50	8	8	40		
Hour Estimate:	23	84	412	458	128	72	344	8	36
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$75 to \$118	\$98 to \$168	\$102 to \$182	\$92 to \$118	\$109 to \$128	\$144 to \$210
Estimated Fully Burdened Billing Rate:*	\$155	\$145	\$135	\$85	\$135	\$150	\$110	\$125	\$180
Fully Burdened Labor Cost:	\$3,565	\$12,180	\$55,620	\$38,930	\$17,280	\$10,800	\$37,840	\$1,000	\$6,480

Total Fully Burdened Labor Cost: \$ 183,695
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 900
 Printing \$ 350
 Subconsultant:
 Geotechnical Engineer \$ 4,400
 Utility locates \$ 1,100
 Subconsultant Overhead (10%) \$ 550
TOTAL ESTIMATED COST: \$ 190,995

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		
Mileage	Current IRS Rates	\$900.00
Printing		\$350.00

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: GRAY & OSBORNE, LLC

Signature: Michael B. Johnson Printed Name: MICHAEL B. JOHNSON Title: PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
 Agreement with OAC
 Services, Inc., for Project
 Management and Construction
 Management Functions for the
 Everett Station Water Intrusion
 Repair Project

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Transit
 Contact Person Tom Hingson
 Phone Number 425-257-8939
 FOR AGENDA OF June 15, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Everett Station 3201 Smith Avenue		Professional Service Agreement	Legal, Transit

Amount Budgeted	\$60,935.00	
Expenditure Required	\$60,935.00	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Based on the findings contained in the March 2016 Everett Station Façade Water Intrusion Investigation Report, Everett Transit requests City Council’s approval to utilize OAC Services, Inc. to provide design and construction management services related to water intrusion repairs to the Everett Station building façade.

OAC Services, Inc. will assist in the development of bidding documents, review of bids, provide onsite construction management and prepare close-out documents for any uncompleted items.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with OAC Services, Inc., for Project Management and Construction Management Functions for the Everett Station Water Intrusion Repair Project, in the amount of \$60,935.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this _____ day of _____, 2016, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and OAC Services, Inc., whose address is 701 Dexter Avenue North, Suite 301, Seattle, WA 98109, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide Project Management and Construction Management functions for the Everett Station Water Intrusion Repair Project as identified in Exhibit A for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and 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. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. 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 execution of this Agreement and shall be completed by May 1, 2017.

4. **Compensation.**

A. The City shall pay the 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. The 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 types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the 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 the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of SIXTY THOUSAND NINE HUNDRED THIRTY FIVE Dollars (\$60,935).

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, the 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:

City of Everett
Attn.: GEORGE BAXTER
3225 Cedar Street
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said 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") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, 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, the 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. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 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, City may deduct from the final payment due the 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 the 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 10, the Service Provider hereby agrees to defend and indemnify 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. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 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. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 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) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The 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 10: (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. 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 the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

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 following policies of insurance 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, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability 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 \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above 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 the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her 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. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents 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 of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, 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. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. 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.

G. In case of the breach of any provision of this Section 11, 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 the 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. 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 12. 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 12, 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 the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The 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 said 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 the 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 said 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 the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the 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.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the 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.

15. 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.

16. **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.

17. **Compliance with Federal, State and Local Laws.** 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.

18. **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 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the 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.

22. **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.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **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.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: GEORGE BAXTER
3225 Cedar Street
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Lee Dunham - OAC Services, Inc.
701 Dexter Avenue North, Suite 301
Seattle, WA 98109

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **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.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<p><i>Corporation</i></p> <p>_____</p> <p>[Service Provider's Complete Legal Name]</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p><i>Partnership (general)</i></p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<p><i>Partnership (limited)</i></p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<p><i>Sole Proprietorship</i></p> <p>_____</p> <p>Typed/Printed Name:</p> <p>_____</p> <p>Sole Proprietor:</p> <p>Date: _____</p>
<p><i>Limited Liability Company</i></p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Managing Member</p> <p>Date: _____</p>

EXHIBIT A
SCOPE OF WORK

OAC Services, Inc. will provide the following services to the City of Everett (Everett Transit):

1. Assist Everett Transit in developing bidding documentation that will be used to solicit bids and hire a contractor to make water intrusion repairs to the Everett Station building. These repairs are designed to eliminate water leaks at locations identified in the Everett Station Façade Water Intrusion Investigation Report.
2. Assist Everett Transit in determining the most responsive, responsible bidder to perform the repairs.
3. Provide project management services to ensure that the selected bidder awarded a contract performs the repair work consistent with all contract requirements.

WORK by OAC Services Inc. (Service Provider) is in direct response to specific water intrusion locations identified by Everett Transit. All consulting WORK by OAC and final Scope of Work (SOW) for the repair project will be directed by Everett Transit. The intent of the SOW is to improve already known existing conditions contributing to water intrusion and is not anticipated to address all construction defects / areas of potential water intrusion that have not been identified.

**EXHIBIT B
COMPENSATION**

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate
Project Manager	Project Management	\$170.00
BE Architect	Produce product matrix	\$160.00
BE Designer	Construction Management	\$145.00
Drafter	Construction documents	\$125.00

ALTERNATE B [LUMP SUM]

The City shall pay Service Provider _____ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

ALTERNATE C [PROGRESS PAYMENTS]

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

ALTERNATE D [BASE REGISTRATION]

The City shall pay the Service Provider such amounts and in such manner as follows:
 Fee for service shall be _____ percent _____ % of the base registration fees collected by the City. Additional fees and/or surcharges levied by the City will be retained 100% by the City.
 Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed _____ dollars (\$ _____).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking	-0-	-0-
Meals	-0-	-0-
Mileage	\$0.585	\$700.00
Copies/Printing		\$500.00

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____ Printed Name: _____ Title: _____