

# Everett City Council Agenda

## 6:30 P.M. October 12, 2016

### City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: October 5, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

#### PROPOSED ACTION ITEMS:

(1) CB 1609-42 – 2nd Reading – Adopt the Proposed Ordinance levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington. (3rd and final reading and public hearing on 10-19-16).

Documents:

[CB 1609-42.pdf](#)

#### CONSENT ITEMS:

(2) Adopt Resolution No. \_\_\_\_ authorizing claims against the City of Everett in the amount of \$1,399,593.10 for the period of September 24, 2016 through September 30, 2016.

Documents:

[res-106.pdf](#)

(3) Authorize the Request for Proposals 2016-077 for Parks Department Class and Facility Registration and Scheduling System.

Documents:

[Scheduling System.pdf](#)

(4) Accept the Transmission Line 5 Crossing Pilchuck River Project as complete and Authorize the Mayor to sign the Certificate of Completion with Frank Coluccio Construction Company allowing the release of the retainage bond.

Documents:

[Coluccio.pdf](#)

(5) Accept the Evergreen Way Pedestrian Walkway Project as complete and authorize the Mayor to sign the Certificate of Completion with Kamins Construction releasing the retainage bond.

Documents:

[Kamins.pdf](#)

PUBLIC HEARING:

(6) CB 1609-38 – 3rd and final Reading – Adopt the Proposed Ordinance pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, amending Ordinance No's 2534-01, 1348-87 and 3272-1 (EMC Chapter 20.04), as amended, and including a Special Public Notice Procedure amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as amended.

Documents:

[CB 1609-38.pdf](#)

(7) Award Bid 2016-061 for Hot Mixed Asphalt Supply Primary award to Granite Construction, Inc. in the estimated annual amount of \$256,783.80, including Washington State sales tax, and the Secondary award to Cemex Pacific, LLC in the estimated annual amount of \$299,590.20.

Documents:

[Mixed Asphalt.pdf](#)

ACTION ITEMS:

(8) Authorize the Mayor to sign the Professional Services Agreement with CH2M HILL Engineers, Inc. for the Portal 1 Replacement Project in the amount of \$171,658.00.

Documents:

[CH2M-2.pdf](#)

(9) Authorize the Mayor to sign a Professional Services Agreement with MWH Americas, Inc. to provide Engineering and Construction Management Services for the Three Lakes Valve Bypass Project in the amount of \$45,506.00.

Documents:

[Three Lakes-1.pdf](#)

(10) CB 1609-39 - 3rd and final Reading – Adopt the Proposed Ordinance closing the Special Improvement Project entitled, "SR99/Evergreen Way BRT Project", Fund 303, Program 081, as established by Ordinance No. 3101-08.

Documents:

[CB 1609-39.pdf](#)

(11) CB 1609-40 -3rd and final Reading – Adopt the Proposed Ordinance closing the Special Construction Fund entitled “Horizon Elementary School Walk Route Safety Improvements,” Fund 303, Program 087, as established by Ordinance No. 3161-09.

Documents:

[CB 1609-40.pdf](#)

(12) CB 1609-41 - 3rd and final Reading – Adopt the Proposed Ordinance closing the Special Construction Fund entitled “Allen Buick Redevelopment Project” Fund 342, Program 017, as established by Ordinance No. 3207-10.

Documents:

[CB 1609-41.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](http://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:**

An Ordinance levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington

10/5/16 Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_ Action  
 10/5/16 First Reading  
 10/12/15 Second Reading  
 \_\_\_\_\_ Third Reading  
 10/19/15 Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL #  
 Originating Department  
 Contact Person  
 Phone Number  
 FOR AGENDA OF

CB1609-42  
 Finance  
 Susy Haugen  
 (425) 257-8612  
 October 5, 2016

Initialed by:  
 Department Head  
 CAA  
 Council President

\_\_\_\_\_  
  
 \_\_\_\_\_

**Location**                      **Preceding Action**                      **Attachments**                      **Department(s) Approval**  
 \_\_\_\_\_  
 Revenue Workshop on  
 9/21/16                      Ordinance                      Finance

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

This ordinance sets the amount of the City of Everett's 2017 property taxes and directs the Snohomish County Assessor to include them in the property tax levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for general property taxes. The ordinance includes the levies for the general fund and Emergency Medical Services (EMS). The 2017 property tax ordinance calls for a one percent increase in the regular levy and a one percent increase in the EMS levy.

**RECOMMENDATION:**

Adopt an Ordinance levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE** levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington

**WHEREAS**, the City Council of the City of Everett duly and regularly adopts as required by law the estimate of the amounts required to meet the public expense of said City for the ensuing year and the amount to be raised by taxation in said City for said ensuing year from sources other than direct taxation; and

**WHEREAS**, the City Council of the City of Everett is considering its budget for the calendar year 2017; and

**WHEREAS**, the City Council, in the course of considering the budget for 2017, reviews all sources of revenue and examines all anticipated expenses and obligations; and

**WHEREAS**, the City Council finds that in order to meet the rising cost of providing essential public services, a substantial need exists to increase regular property tax collections by one percent as provided for in RCW 84.55.0101; and

**WHEREAS**, the qualified electors of the City voted approval in 2010 of a levy lid lift for additional regular property tax in an amount equal to a maximum of \$0.50 per thousand dollars of the assessed value of property in the City for funding an emergency medical services program; and

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1:** That there be, and hereby is, levied upon real and personal property in the City of Everett, subject to taxation thereon, a general property tax for municipal purposes for the ensuing year commencing on January 1, 2017, as follows:

**REGULAR PROPERTY TAX LEVY**

The Everett City Council hereby authorizes the property tax levy for collection in the year 2017 at \$35,991,550 (including a \$356,352 increase in dollar amount, which is a 1% increase over the amount of taxes lawfully levied by the City in 2016), plus an estimated \$1,000,000 from new construction, improvements to

property, annexations, and changes in state-assessed property, and \$500,000 resulting from a refund levy, for a total of \$37,491,550.

**EMERGENCY MEDICAL SERVICES**

The Everett City Council hereby authorizes the property tax levy for collection in the year 2017 at \$6,540,679 (including a \$64,759 increase in dollar amount, which is a 1% increase over the amount of taxes lawfully levied by the City in 2016. Added to the base will be an estimated \$300,000 from new construction, improvements to property, annexations, and changes in state-assessed property, and \$100,000 resulting from a refund levy, for a total of \$6,940,679.

**Section 2:** That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

**Section 3:** That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in cities of the first class.

\_\_\_\_\_  
RAY STEPHANSON, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Passed: \_\_\_\_\_

Valid: \_\_\_\_\_

Effective: \_\_\_\_\_

Published: \_\_\_\_\_



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Request For Proposals 2016-077 for Parks Department Class and Facility Registration and Scheduling System

\_\_\_\_\_ Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ x Consent  
 \_\_\_\_\_ Action  
 \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Finance/Purchasing  
 Contact Person Clark Langstraat  
 Phone Number 425-257-8901  
 FOR AGENDA OF October 12, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President db  
jm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u> Purchasing, Information Technology
Amount Budgeted	\$125,000		
Expenditure Required	\$125,000	Account Number(s): Various	
Budget Remaining	-0-		
Additional Required	-0-		

**DETAILED SUMMARY STATEMENT:**

The current solution used by the Parks Department to manage class and facility rental scheduling will lose manufacturer support in 2017. Parks and Information Technology will use the Request For Proposal process to identify a new system for use by Parks and, potentially, other City departments.

**RECOMMENDATION:** (Exact action requested of Council):

Authorize Request For Proposals 2016-077 for Parks Department Class and Facility Registration and Scheduling System.

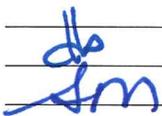
EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Final Acceptance &  
 Certification of Completion  
 with Frank Coluccio  
 Construction Company for the  
 Transmission Line 5 Crossing  
 Pilchuck River Project

\_\_\_\_\_ Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ 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 October 12, 2016

Initialed by: \_\_\_\_\_  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
See attached	5/28/2014 Award	Final Contract Voucher Certification,	Public Works
Vicinity Map	10/29/2014 CO #1	Certificate of Completion, Final	
	9/10/2015 CO #2	Estimate	

Amount Budgeted	\$4,000,000.00	Account Number: WO# UP 3251
Expenditure Required	-0-	
Budget Remaining	\$79,881.41	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The general contractor, Frank Coluccio Construction Company, completed the Transmission Line 5 Crossing Pilchuck River Project in accordance with the plans and specifications and to the satisfaction of the Public Works Department.

The amounts paid to the contractor under this contract are as follows:

- Contract total paid to date exclusive of tax: \$3,609,685.62
- Washington State sales tax paid to date: \$310,432.97
- Total \$3,920,118.59
- Bond was provided in lieu of retainage

**RECOMMENDATION** (Exact action requested of Council):

Accept the Transmission Line 5 Crossing Pilchuck River Project as complete and authorize the Mayor to sign the Certificate of Completion with Frank Coluccio Construction Company allowing the release of the retainage bond.

CITY OF EVERETT  
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: August 12, 2016  
CONTRACTOR: Frank Coluccio Construction  
PROJECT TITLE: Transmission Line #5 – Pilchuck River  
DATE WORK COMPLETE: July 28, 2016

ADDRESS: 9600 ML King Jr. Way S.  
CITY/STATE: Seattle WA 98118  
WORK ORDER NO. UP 3251  
FINAL AMOUNT: \$3,609,685.62  
Exclusive of State Sales Tax

**CONTRACTOR'S CERTIFICATION**

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

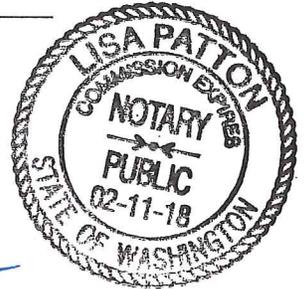
X *Frank Coluccio*  
CONTRACTOR  
Frank Coluccio Construction

X *CONTRACT MGR*  
TITLE

Subscribed and sworn to before me this 19 day of September, 2014

X *Lisa Patton*  
Notary Public

in and for the State of Washington, residing at King County WA



**PUBLIC WORKS DEPARTMENT CERTIFICATION**

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

X *Tom Fuchs*  
Construction Manager  
Tom Fuchs

APPROVED Date: *8/28/16*  
X *Dave Davis*  
Public Works Director  
Dave Davis

**INSTRUCTIONS**

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

# CERTIFICATE OF COMPLETION

Project: Transmission Line 5 Crossing Pilchuck River  
Contractor: Frank Coluccio Construction Company

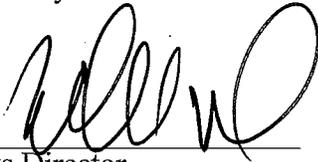
Work Order No. UP 3251

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:



Public Works Director  
Dave Davis



Date

Approved by:

\_\_\_\_\_  
Mayor, City of Everett  
Ray Stephanson

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk  
Sharon Fuller

APPROVED AS TO FORM

\_\_\_\_\_

By: \_\_\_\_\_  
Jim Iles, City Attorney

\_\_\_\_\_  
Date

Run Date: 12/8/2015

Time: 12:30 PM

Project: 317

TRANSMISSION LINE #5 - PILCHUCK  
RIVER CROSSING  
WO 3251B BID: \$3,609,685.62  
TOTAL BID: \$3,609,685.62

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3251B  
Estimate #13

Cutoff Date: 11/20/2015

Contractor: FRANK COLUCCIO CONSTRUCTION  
9600 M.L. KING JR. WAY SOUTH  
SEATTLE, WA 98118

**FINAL**

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$3,609,685.62	\$3,371,545.32	\$238,140.30
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$310,432.97	\$289,952.90	\$20,480.07
Amounts Paid	\$3,920,118.59	\$3,661,498.22	
Amount to be Paid This Estimate			\$258,620.37

W

Checked By [Signature]  
 Recommended By [Signature]  
 Public Works Director [Signature]

Date 12/5/15  
 Date 12/8/15  
 Date 12/14/15

RECORD DRAWING CHECKOFF

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Work Order Number: 3251B

Retainage not withheld  
per Retainage Bond  
# 023029107

Run Date: 12/8/2015

Time: 12:30 PM

Project: 317

TRANSMISSION LINE #5 - PILCHUCK  
RIVER CROSSING  
WO 3251B BID: \$3,609,685.62  
TOTAL BID: \$3,609,685.62

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3251B  
Estimate #13

Contractor: FRANK COLUCCIO CONSTRUCTION

9600 M.L. KING JR. WAY SOUTH

SEATTLE, WA 98118

Cutoff Date: 11/20/2015

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Mobilization & Demob	LS	200,000.00	1.00	1.0000	0.9500	0.0500	200,000.00	190,000.00	10,000.00
0002	Survey / Layout Work	LS	50,000.00	1.00	1.0000	1.0000	0.0000	50,000.00	50,000.00	0.00
0003	Proposal Prep Costs	LS	45,000.00	1.00	1.0000	1.0000	0.0000	45,000.00	45,000.00	0.00
0004	30% and 90% Designs	LS	160,000.00	1.00	1.0000	1.0000	0.0000	160,000.00	160,000.00	0.00
0005	100% Design Drawings Submittal	LS	150,000.00	1.00	1.0000	1.0000	0.0000	150,000.00	150,000.00	0.00
0006	Permit Assistance	LS	150,000.00	1.00	1.0000	1.0000	0.0000	150,000.00	150,000.00	0.00
0007	Dewatering Designs	LS	145,000.00	1.00	1.0000	1.0000	0.0000	145,000.00	145,000.00	0.00
0008	Construction Support QA Services	LS	44,000.00	1.00	1.0000	0.9500	0.0500	44,000.00	41,800.00	2,200.00
0013	Site Grading for Access	LS	100,000.00	1.00	1.0000	1.0000	0.0000	100,000.00	100,000.00	0.00
0014	Dewatering Install, Operate, & Remove	LS	450,000.00	1.00	1.0000	1.0000	0.0000	450,000.00	450,000.00	0.00
0015	Install Eastern Pipe Section (140 LF)	LS	250,000.00	1.00	1.0000	1.0000	0.0000	250,000.00	250,000.00	0.00
0016	River By-Pass Channel	LS	350,000.00	1.00	1.0000	1.0000	0.0000	350,000.00	350,000.00	0.00
0017	Dechlorination Vaults	LS	200,000.00	1.00	1.0000	1.0000	0.0000	200,000.00	200,000.00	0.00
0018	Install Center Pipe Section (135 LF)	LS	392,000.00	1.00	1.0000	1.0000	0.0000	392,000.00	392,000.00	0.00
0019	Install Western Opipe Section (125 LF)	LS	250,000.00	1.00	1.0000	1.0000	0.0000	250,000.00	250,000.00	0.00
0020	Test and Chlorinate Line	LS	25,000.00	1.00	1.0000	1.0000	0.0000	25,000.00	25,000.00	0.00
0021	Connection to Existing Line	LS	75,000.00	1.00	1.0000	1.0000	0.0000	75,000.00	75,000.00	0.00
0022	Site Restoration	LS	256,000.00	1.00	1.0000	1.0000	0.2000	256,000.00	204,800.00	51,200.00
0023	Prepare JARPA Drawings	LS	6,642.62	1.00	1.0000	1.0000	0.0000	6,642.62	6,642.62	0.00
0024	Remove of Abandoned 51-inch Water Line	LS	249,629.00	1.00	1.0000	0.3000	0.7000	249,629.00	74,888.70	174,740.30
0025	Provide 72-inch Access MH & 5 ea. Ext Joint Welds	LS	61,414.00	1.00	1.0000	1.0000	0.0000	61,414.00	61,414.00	0.00

Work Order Totals:

3,609,685.62

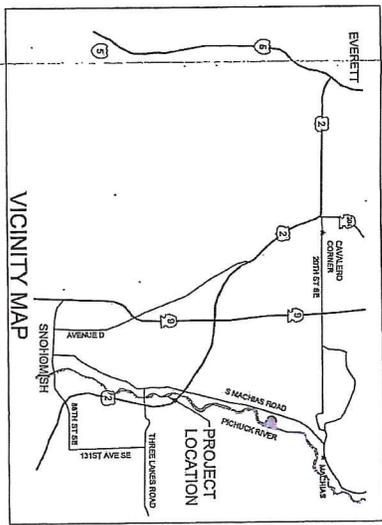
3,371,545.32

238,140.30

# CITY OF EVERETT - PUBLIC WORKS DEPARTMENT

## TRANSMISSION LINE 5 REPLACEMENT CROSSING PILCHUCK RIVER

### DESIGN-BUILD PROJECT



**CITY OFFICIALS:**  
**MAYOR:**  
 RAY STEPHANSON

**COUNCIL MEMBERS:**  
 COUNCIL PRESIDENT  
 JEFF MOORE

PAUL ROBERTS      RON GIPSON  
 SHANNON AFFHOLTER      SCOTT BADER  
 SCOTT MURPHY      BRENDA STONECIPHER

**RECOMMENDED FOR APPROVAL:**

**APPROVED BY:**

ENGINEERING SUPERINTENDENT  
 JAMES W. MILLER, P.E.

PUBLIC WORKS DIRECTOR  
 DAVE DAVIS, P.E.

**SHEET INDEX**

SHT #	DESCRIPTION
G-001	COVER
G-002	ABBREVIATIONS, LEGEND AND GENERAL NOTES
G-003	SITE PLAN, TESS, ACCESS PLAN
G-004	EROSION AND SEDIMENT CONTROL PLAN
G-005	SURVEY CONTROL AND EXISTING CONDITIONS
G-006	PHASE 1 - STAGING, EAST PIPELINE CONSTRUCTION
G-007	PHASE 2 - INVERTER BY-PASS AND WEST PIPELINE CONSTRUCTION
G-008	PHASE 3 - INVERTER BY-PASS AND WEST PIPELINE CONSTRUCTION
G-009	PHASE 4 - TESTING, WATERMAIN CONNECTIONS AND RESTORATION

**SHEET INDEX**

SHT #	DESCRIPTION
C-101	SITE PLAN
C-102	PIPELINE PLAN AND PROFILE
C-103	PIPELINE POI DETAILS
C-104	PIPELINE DETAILS
C-105	PIPELINE DETAILS
C-106	DECH. ORINATION VAULT
C-107	DECH. ORINATION VAULT DETAILS
C-108	DECH. ORINATION VAULT PLAN AND PROFILE
C-109	TEMPORARY BY-PASS CHANNEL PLAN, PROFILE AND SECTION
C-110	PLANTING PLAN
C-011	PLANTING AND RESTORATION DETAILS



ENGINEERING SUPERINTENDENT  
 JAMES W. MILLER, P.E.

PUBLIC WORKS DIRECTOR  
 DAVE DAVIS, P.E.

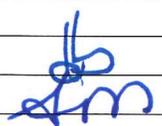
EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Certification of Completion for  
the Evergreen Way Pedestrian  
Walkway Project with Kamins  
Construction

\_\_\_\_\_ Briefing  
\_\_\_\_\_ Proposed Action  
\_\_\_\_\_ 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 October 12, 2016

Initialed by: \_\_\_\_\_  
Department Head \_\_\_\_\_  
CAA \_\_\_\_\_  
Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	9/1/2015 Bid	Final Contract Voucher Certification,	Public Works
	10/7/2015 Award	Certificate of Completion, Final	
	1/29/2016 CO #1	Contract Estimate Voucher, Location	
	4/15/2016 CO #2	Map	

Amount Budgeted	\$267,581.70	Account Number: WO# PW 3466
Expenditure Required	\$267,131.16	
Budget Remaining	\$450.54	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Evergreen Way Pedestrian Walkway Project involved street improvements including sidewalk, curb and gutters, driveways, storm drainage, catch basins, concrete inlets, adjustment of manholes and catch basins, and other necessary work.

The general contractor, Kamins Construction, completed the Evergreen Way Pedestrian Walkway Project in accordance with the plans and specifications and to the satisfaction of the Public Works Department.

Original Contract Amount:	\$233,268.05
Change Orders 1-2:	<u>\$34,313.65</u>
Total Contract Amount:	\$267,581.70
A bond was provided in lieu of retainage	\$0.00
Contract total paid to date:	\$267,131.16

**RECOMMENDATION** (Exact action requested of Council):

Accept the Evergreen Way Pedestrian Walkway Project as complete and authorize the Mayor to sign the Certificate of Completion with Kamins Construction releasing the retainage bond.

CITY OF EVERETT  
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: June 27, 2016  
CONTRACTOR: Kamins Construction  
PROJECT TITLE: Evergreen Way Pedestrian Walkway  
DATE WORK COMPLETE: May 26, 2016

ADDRESS: PO Box 867  
CITY/STATE: Bothell WA 98041  
WORK ORDER NO. PW 3466  
FINAL AMOUNT: \$267,131.16  
Exclusive of State Sales Tax

CONTRACTOR'S CERTIFICATION

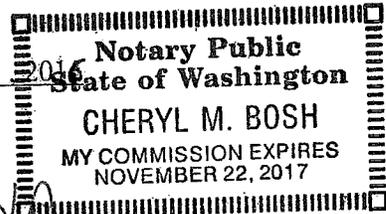
I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X [Signature]  
CONTRACTOR  
Kamins Construction

X President  
TITLE

Subscribed and sworn to before me this 30<sup>th</sup> day of June 2016

X Cheryl M Bosh  
Notary Public



in and for the State of Washington, residing at Kirkland, WA

PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

X Tom Fuchs  
Construction Manager  
Tom Fuchs

APPROVED Date: 6/27/16  
X [Signature]  
Public Works Director  
Dave Davis

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

# CERTIFICATE OF COMPLETION

Project: Evergreen Way Pedestrian Walkway

Contractor: Kamins Construction

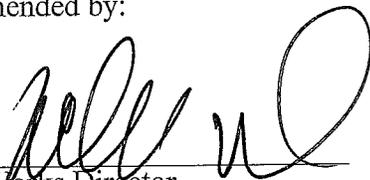
Work Order No. PW 3466

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:

  
\_\_\_\_\_  
Public Works Director  
Dave Davis

  
\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Mayor, City of Everett  
Ray Stephanson

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
City Clerk  
Sharon Fuller

APPROVED AS TO FORM

\_\_\_\_\_

By: \_\_\_\_\_  
Jim Iles, City Attorney

\_\_\_\_\_  
Date

Run Date: 6/21/2016

Time: 2:09 PM

Project: 329

EVERGREEN WAY PEDESTRIAN  
WALKWAY  
W/O 3466 BID: \$267,581.70  
TOTAL BID: \$267,581.70

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3466

Estimate #5

Contractor: KAMINS CONSTRUCTION

PO BOX 867

BOTHELL, WA 98041

Cutoff Date: 6/3/2016

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$267,131.16	\$262,476.86	\$4,654.30
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$267,131.16	\$262,476.86	
Amount to be Paid This Estimate			\$4,654.30

**FINAL**

RECORD DRAWING CHECKOFF

Inspector: Mike Kamins Date: 6/22/16

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Work Order Number: 3466

Checked By Mike Kamins  
Recommended By Ron Fischer  
Public Works Director

*[Handwritten Signature]*

Date: 6/22/16  
Date: 6/22/16  
Date: 6/29/16

Retainage not withheld  
per Retainage Bond  
# 106383821

Run Date: 6/21/2016

City of Everett - Public Works Department

Cutoff Date: 6/3/2016

Time: 2:09 PM

Project: 329  
EVERGREEN WAY PEDESTRIAN  
WALKWAY

Contract Estimate Voucher  
For Work Order #3466  
Estimate #5

Contractor: KAMINIS CONSTRUCTION  
PO BOX 867

WO 3466 BID: \$267,581.70

BOTHELL, WA 98041

TOTAL BID: \$267,581.70

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Mobilization	LS	18,611.24	1.00	1.0000	1.0000	0.0000	18,611.24	18,611.24	0.00
0002	Flaggers & Spotters	HR	50.00	560.00	450.5000	450.5000	0.0000	22,525.00	22,525.00	0.00
0003	Temp Traffic Control	LS	1,575.00	1.00	1.0000	1.0000	0.0000	1,575.00	1,575.00	0.00
0004	Roadway Surveying	LS	3,045.00	1.00	1.0000	1.0000	0.0000	3,045.00	3,045.00	0.00
0005	Roadway Excavation, including Haul	CY	54.36	110.00	372.2000	372.2000	0.0000	20,232.79	20,232.79	0.00
0006	Sawing Pavement	LF	3.15	1,620.00	1,885.0000	1,885.0000	0.0000	5,937.75	5,937.75	0.00
0007	Remove/Dispose of Existing Pipe	LF	8.96	391.00	402.0000	402.0000	0.0000	3,601.92	3,601.92	0.00
0008	Remove Catch Basin/Inlet	EA	312.90	5.00	6.0000	6.0000	0.0000	1,877.40	1,877.40	0.00
0009	Remove Existing Gate & Replace w/Vaned Gate	EA	635.25	3.00	1.0000	1.0000	0.0000	635.25	635.25	0.00
0010	Remove Existing Gate & Replace w/Solid Cover	EA	635.25	4.00	3.0000	3.0000	0.0000	1,905.75	1,905.75	0.00
0011	Remove & Relocate ECO Block	LF	42.93	68.00	68.0000	68.0000	0.0000	2,919.24	2,919.24	0.00
0012	Crushed Surfacing Top Course	TN	29.68	222.00	509.7400	509.7400	0.0000	15,129.08	15,129.08	0.00
0013	Crushed Surfacing Base Course	TN	29.23	58.00	126.6000	126.6000	0.0000	3,700.52	3,700.52	0.00
0014	Gravel Borrow, Incl. Haul	TN	25.10	120.00	63.3700	63.3700	0.0000	1,590.59	1,590.59	0.00
0015	HMA Class 1/2-Inch, PG 64-22	TN	144.21	135.00	216.2700	216.2700	0.0000	31,188.30	31,188.30	0.00
0016	Adjust Catch Basin to Grade	EA	420.00	4.00	4.0000	4.0000	0.0000	1,680.00	1,680.00	0.00
0017	Adjust Manhole Grade	EA	420.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0018	Adjust Valve Box to Grade	EA	315.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0019	Catch Basin, Type B	EA	913.29	5.00	5.0000	5.0000	0.0000	4,566.45	4,566.45	0.00
0020	Concrete Inlet	EA	857.85	2.00	2.0000	2.0000	0.0000	1,715.70	1,715.70	0.00
0021	Corrugated Polyethylene Storm Sewer Pipe, 12"	LF	36.60	375.00	375.0000	375.0000	0.0000	13,725.00	13,725.00	0.00
0022	Ductile Iron Pipe for Storm Sewer, 12" dia.	LF	101.69	24.00	25.5000	25.5000	0.0000	2,593.10	2,593.10	0.00
0023	Cement Concrete Curb & Gutter, Type A-1	LF	28.48	950.00	1,029.0000	1,029.0000	0.0000	29,305.92	29,305.92	0.00
0024	Cement Concrete Sidewalk	SY	48.15	462.00	414.0000	414.0000	0.0000	19,934.10	19,934.10	0.00
0025	Cement Concrete Driveway, Type 1	SY	57.00	245.00	251.1400	251.1400	0.0000	14,314.98	14,314.98	0.00

Run Date: 6/21/2016  
Time: 2:09 PM

City of Everett - Public Works Department  
Contract Estimate Voucher

Cutoff Date: 6/3/2016

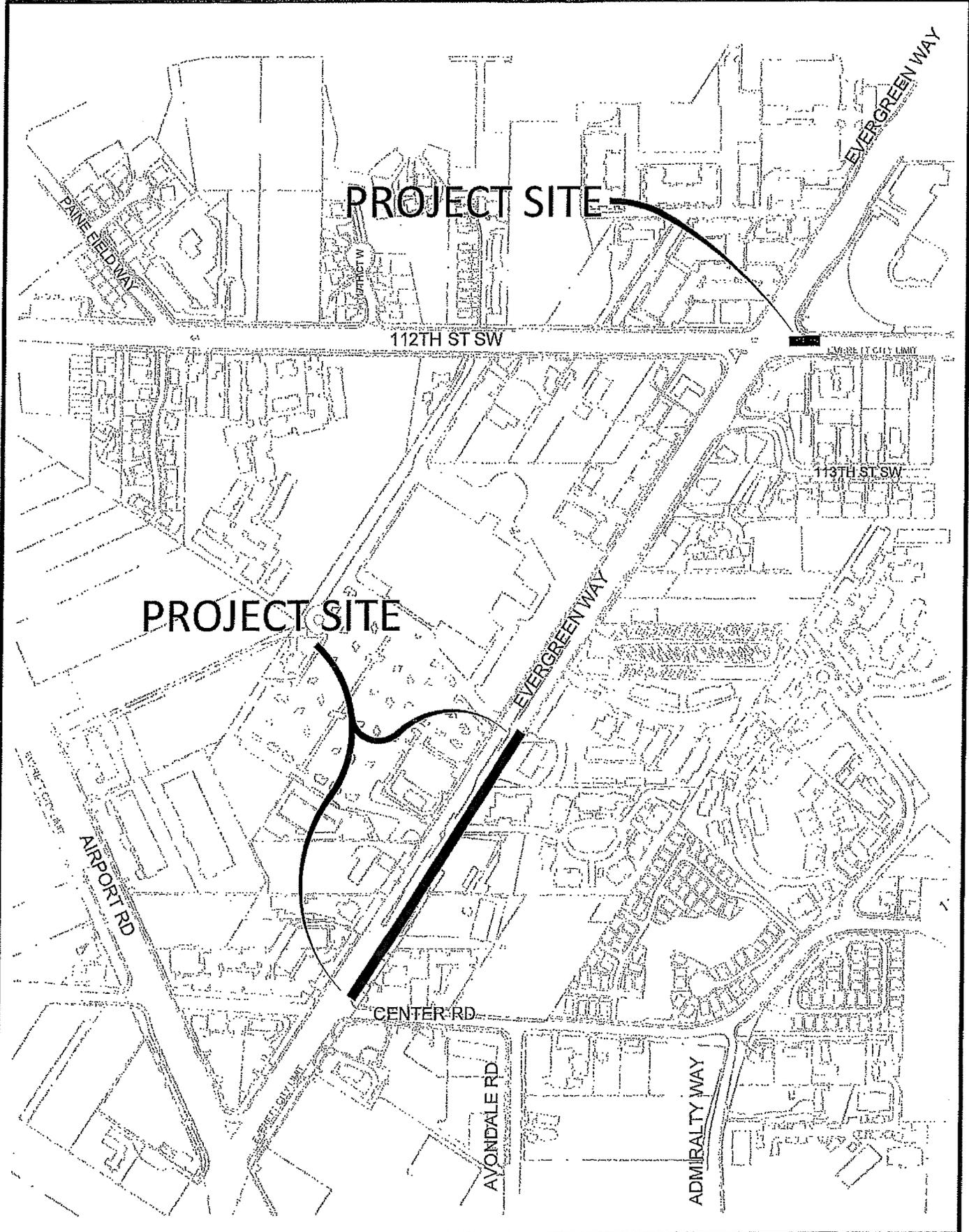
Project: 329  
EVERGREEN WAY PEDESTRIAN  
WALKWAY  
WO 3466 BID: \$267,581.70  
TOTAL BID: \$267,581.70

For Work Order #3466  
Estimate #5

Contractor: KAMINS CONSTRUCTION  
PO BOX 867  
BOTHELL, WA 98041

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	Extruded Cement Concrete Curb	LF	33.60	72.00	92.0000	92.0000	0.0000	3,091.20	3,091.20	0.00
0027	Mailbox Relocation	EA	210.00	2.00	2.0000	2.0000	0.0000	420.00	420.00	0.00
0028	Topsoil, Type C	CY	57.75	25.00	10.0000	10.0000	0.0000	577.50	577.50	0.00
0029	Hydroseeding	SY	15.75	55.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0030	Street Cleaning	HR	57.75	30.00	5.0000	5.0000	0.0000	288.75	288.75	0.00
0031	Radar Speed Sign System	EA	19,663.40	1.00	1.0000	1.0000	0.0000	19,663.40	19,663.40	0.00
0032	Vehicle Loop Detectors	LF	36.10	80.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0033	Portable Changeable Message Sign	HR	2.89	240.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0034	SPCC Plan	LS	500.00	1.00	1.0000	1.0000	0.0000	500.00	500.00	0.00
0035	Underground Conflicts	FA	1.00	2,000.00	2,035.9700	2,035.9700	0.0000	2,035.97	2,035.97	0.00
0036	Above Ground Conflicts	FA	1.00	2,000.00	2,530.0400	2,530.0400	0.0000	2,530.04	2,530.04	0.00
0037	Erosion/Water Pollution Control	FA	1.00	2,000.00	1,204.4700	1,204.4700	0.0000	1,204.47	1,204.47	0.00
0038	Existing Private Improvement Restoration	FA	1.00	3,000.00	14,509.7500	9,855.4500	4,654.3000	14,509.75	9,855.45	4,654.30
<b>Work Order Totals:</b>								267,131.15	262,476.85	4,654.30

S:\COMMON\ENGINEERING PROJECTS\PW 3466 EVERGREEN WAY PED WALKWAY\300 DESIGN DRAWINGS\300 DESIGN PW 3466.DWG 5/28/2015 11:59 AM



**CITY OF EVERETT**  
**PUBLIC WORKS**  
**DEPARTMENT**

**EVERGREEN WAY**  
**PEDESTRIAN WALKWAY**  
**PW 3466**

05/28/2015  
 date

1  
 number

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance Pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, Amending Ordinance No's. 2534-01, 1348-87 and 3272-12 (EMC Chapter 20.04), as Amended, and Including a Special Public Notice Procedure Amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as Amended

9/28/16 Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_ Action  
 9/28/16 First Reading  
 10/5/16 Second Reading  
 10/12/16 Third Reading  
 10/12/16 Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL #  
 Originating Department  
 Contact Person  
 Phone Number  
 FOR AGENDA OF

CB 1609-38  
 \_\_\_\_\_ Planning  
 \_\_\_\_\_ Karen Stewart  
 \_\_\_\_\_ (425) 257-7186  
 \_\_\_\_\_ 9/28/16  
 \_\_\_\_\_ 10/5/16  
 \_\_\_\_\_ 10/12/16

Initialed by:  
 Department Head  
 CAA  
 Council President

\_\_\_\_\_  
  
 \_\_\_\_\_

Location

Preceding Action

Attachments  
 Ordinance

Department(s) Approval  
 Legal, Planning

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

This ordinance amends the following chapters of the Everett Municipal Code: Chapter 20.04, Environmental Policy, and Chapter 15.24, Public Notice and Appeals. The amendments would raise the State Environmental Policy Act exempt levels for minor new construction up to the maximum levels defined in WAC 197-11-800(1)(d) for certain new residential structures, agriculture structures, non-residential structures, and stand-alone fill and excavation projects. Projects that would become exempt with this change will still be subject to public notice and a 14-day comment period.

**RECOMMENDATION** (Exact action requested of Council):

Adopt an Ordinance Pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, Amending Ordinance No's. 2534-01, 1348-87 and 3272-12 (EMC Chapter 20.04), as Amended, and Including a Special Public Notice Procedure Amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as Amended.



ORDINANCE NO. \_\_\_\_\_

**An Ordinance Pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, Amending Ordinance No's. 2534-01, 1348-87 and 3272-12 (EMC Chapter 20.04), as Amended, and Including a Special Public Notice Procedure Amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as Amended.**

WHEREAS, specified levels of minor new construction are exempt from review under the State Environmental Policy Act (SEPA), chapter 43.21C RCW, pursuant to Washington Administrative Code (WAC) 197-11-800; and

WHEREAS, the State Legislature amended the State Environmental Policy Act in 2012 to allow jurisdictions to raise SEPA exempt levels for minor new construction up to the maximum levels defined in WAC 197-11-800(1)(d); and

WHEREAS, WAC 197-11-800(1)(c) allows jurisdictions the option of adopting the maximum exempt thresholds in WAC 197-11-800(1)(d) in their own municipal codes; and

WHEREAS, Everett Municipal Code Section 20.04.130 specifies the SEPA exemption threshold levels adopted by the city for minor new construction; and

WHEREAS, Everett Municipal Code Chapter 15.24 specifies the public notice process; and

WHEREAS, currently the exemption thresholds for minor new construction in EMC 20.04.130 for residential structures, agriculture structures, non-residential structures, and fill and excavation projects are less than permitted under WAC 197-11-800(1)(d); and

WHEREAS, since the city of Everett established its existing SEPA categorical exemption thresholds in 1987, it has significantly improved its protection of environmental resources and mitigation of impacts through adoption of GMA-consistent development regulations, including critical area regulations; and

WHEREAS, compliance with city of Everett development regulations is determined during project review and required for all proposed development activity, including minor new construction, independent of SEPA review; and

WHEREAS, compliance with city of Everett development regulations for minor new construction proposals constitutes adequate analysis and mitigation of the specific environmental impacts; and

WHEREAS, the proposed amendment will still require that public notice with a comment period be provided for projects that meet the minimum SEPA thresholds and are exempted from the SEPA review process because of the higher thresholds; and

WHEREAS, the City of Everett Planning Commission has reviewed the proposed amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals at a public workshop held on May 17, 2016; and

WHEREAS, the Planning Commission held a public hearing on July 19, 2016 to receive public testimony concerning the proposed code amendments contained in this ordinance; and

WHEREAS, at the conclusion of the Planning Commission's public hearing, the Planning Commission voted to unanimously recommend approval of the code amendments contained in this ordinance as set forth in its Resolution No. 16-09; and

WHEREAS, on October 12, 2016, the Everett City Council held a public hearing after proper notice, and considered public comments and the entire record related to the proposal contained in this ordinance; and

WHEREAS, following the public hearing, the Everett City Council deliberated on the proposal contained in this ordinance and adopts the following findings in support of this ordinance:

1. The foregoing recitals are adopted as findings or conclusions as if set forth in full herein.
2. The proposed amendments are consistent with WAC 197-11-800(1).
3. The proposed code amendments meet the following requirements listed in WAC 197-11-800(c) which are necessary to raise the exempt levels:
  - a. Provide documentation that the requirements for environmental analysis, protection, and mitigation for impacts to elements of the environment have been adequately addressed for the development exempted.
  - b. Describe the notice and comment opportunities for the public, affected tribes, and agencies regarding permitting of development projects included in the increased exemption levels.
  - c. Before adopting the ordinance, provide a minimum of sixty day notice to affected tribes, agencies with expertise, affected jurisdictions, the Washington State Department of Ecology, and the public and provide an opportunity for comment.
  - d. Provide documentation describing how specific adopted development regulations and applicable state and federal laws provide adequate protections for cultural and historic resources when exemption levels are raised.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** Section 13 of Ordinance No. 1348-87, as amended by Section 3B of Ordinance No. 2534-01 (EMC Chapter 20.04 Article III. Categorical Exemptions, Section 20.04.130), which reads as follows:

**20.04.130 Flexible thresholds for categorical exemptions.**

The following exempt levels are established for minor new construction under WAC 197-11-800(1)(b) based on conditions in the city:

- A. For residential dwelling units in WAC 197-11-800(1)(b)(i): up to four dwelling units;
- B. For agricultural structures in WAC 197-11-800(1)(b)(ii): up to ten thousand square feet;
- C. For office, school, commercial, recreational, service or storage buildings in WAC 197-11-800(1)(b)(iii): up to four thousand square feet and up to twenty parking spaces;
- D. For parking lots in WAC 197-11-800(1)(b)(iv): up to twenty parking spaces;
- E. For landfills and excavations in WAC 197-11-800(b)(v): up to five hundred cubic yards.

**Is hereby amended to read as follows:**

**20.04.130 Flexible thresholds for ~~e~~Categorical exemptions—Minor new construction.**

**A.** The following exempt levels are established for minor new construction under WAC 197-11-800(1)(~~bc~~) based on conditions in the city. The exemptions in this subsection apply to all licenses required to undertake the construction in question. The exemptions in this subsection apply except when the project:

(1) is undertaken wholly or partly on lands covered by water;

(2) requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;

(3) requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800 (7) or (8);

(4) involves demolition of a contributing structure listed in a local, state or national historic register; or

(5) requires a land use decision that is not exempt under WAC 197-11-800(6).

**B.** The following types of projects shall be exempt:

~~A.1. For residential dwelling units in WAC 197-11-800(1)(d)(b)(i): The construction or location of no more than ~~four (4)~~ thirty (30) single-family dwelling units;~~

~~2. The construction or location of no more than sixty (60) multi-family dwelling units.~~

~~B.3. For agricultural structures in WAC 197-11-800(1)(b)(ii): ~~up to~~ The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering no more than ~~forty ten~~ thousand (40,000) square feet and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots.~~

~~C.4. For ~~The construction of an~~ office, school, commercial, recreational, service or storage buildings with no more than thirty thousand (30,000), in WAC 197-11-800(1)(db)(iii): ~~up to~~ four thousand square feet of gross floor area and with associated parking facilities designed for no more than ~~up to twenty~~ ninety (90) automobiles. parking spaces; This exemption includes parking lots for no more than ninety (90) automobiles not associated with a structure.~~

~~D. For parking lots in WAC 197-11-800(1)(b)(iv): ~~up to~~ twenty parking spaces;~~

~~E. 5. For ~~Any land~~ fills ~~or and~~ excavations of no more than ~~in WAC 197-11-800(b)(v): ~~up to~~ one thousand (1,000) five hundred cubic yards throughout the total lifetime of the fill or excavation and any excavation, fill or grading necessary for an exempt project in (1), (2), (3), or (4) of this subsection.~~~~

### C. Public Notice.

Development proposals that are categorically exempt under subsection A but exceed the minor new construction *minimum* thresholds set forth in WAC 197-11-800(1)(b) shall provide notice as specified in EMC 15.24.080.F.

**Section 2.** Section 1 of Ordinance No. 3272-12 (EMC Chapter 20.04 Article III. Categorical Exemptions, Section 20.04.140), which reads as follows:

#### **20.04.140 Categorical exemptions—Infill development.**

A. The following exempt levels are established for new construction under RCW 43.21C.229, for land located within the E-1 MUO (mixed-use overlay) zone:

1. Residential use and its required off-street parking: up to one hundred dwelling units;
2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to fifteen thousand square feet.

B. Review Process. Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

**Is hereby amended to read as follows:**

**20.04.140 Categorical exemptions—Infill development.**

A. The following exempt levels are established for new construction under RCW 43.21C.229, for land located within the E-1 MUO (mixed-use overlay) zone:

1. Residential use and its required off-street parking: up to one hundred dwelling units;
2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to ~~fifteen~~thirty thousand square feet.

B. Review Process. Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

**Section 3.** Chapter 6 Section 2B of Ordinance No. 2530-01, as amended by Section 2 of Ordinance No. 3185-10 (EMC Chapter 15.24 Article II. Public Notice and Public Comment Periods), which reads as follows:

**15.24.080 Review Process II—Administrative decisions.**

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

- A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;
- B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;
- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;
- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and

E. Mailing notice to the neighborhood leader mailing list if applicable.

**Is hereby amended to read as follows:**

**15.24.080 Review Process II—Administrative decisions.**

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

- A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;
- B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;
- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;
- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and
- E. Mailing notice to the neighborhood leader mailing list if applicable.

F. For applications that require public notice under EMC Section 20.04.130, public notice shall be provided by posting two signs no less than twenty-four inches by thirty-six inches on or near the property. The signs shall contain the information specified in Section 15.24.190 C.

**Section 4. 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 5. 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 6. 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 7. 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:** \_\_\_\_\_

# Maximum SEPA Categorical Exemption Thresholds

## Section of 2012 Rules WAC 197-11-800(1)(d)

Project Types	Cities and UGA	Existing City of Everett
Residential	30 SF units; 60 MF units	4 dwelling units Evergreen Way mixed use overlay: up to 100 du*
Agriculture Structures	40,000 sq. ft.	10,000 sq. ft.
Non residential	30,000 sq. ft.	4,000 sq. ft. Evergreen Way mixed use overlay: 15,000 sq. ft. mixed use development with ≥8 du*
Parking	90 stalls	20 stalls
Fill or Excavation	1,000 cubic yards	500 cubic yards

\*Maximums for Evergreen Way mixed use overlay (E-1 MUO zone) including required off-street parking

## Summary of City of Everett Regulations Addressing SEPA Elements

July 15, 2016

City of Everett and WA State Regulations	
SEPA Element	City of Everett and WA State Regulations
EARTH	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan consistent with Chapter 36.70A RCW; Shoreline Master Program, Conservation Element consistent with RCW 43.21C and Chapter 173-26 WAC Shoreline Use Element Policies and Regulations; Everett Municipal Code (EMC) Chapter 37-Critical Areas specifically Section 37.080 geologically hazardous areas; EMC Title 19 Zoning; NPDES Permit; City of Everett Design and Construction Standards and Specifications for Development.
AIR	Sections 15.16.060 and 15.16.090 EMC; Construction and demolition must comply with the Puget Sound Clean Air Agency requirements.
WATER	Sections 15.16.060 and 15.16.090 EMC; Chapter 30 EMC Floodplain Overlay Districts and Regulations; development consistent with Flood Insurance Rate Maps. 2015 Comprehensive Plan; Shoreline Master Program Shoreline Use Element Policies and Regulations, especially Conservation Element and Shoreline Element; City of Everett Stormwater Management Manual for Western Washington; NPDES Permit; City of Everett Design and Construction Standards and Specifications for Development.
PLANTS/ANIMALS	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Conservation Element Shoreline Use Element Policies and Regulations, Implementation Element; Everett Municipal Code (EMC) Chapter 37-Critical Areas; City of Everett Design and Construction Standards and Specifications for Development.
ENERGY/NATURAL RESOURCES	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline Use Element Policies and Regulations; EMC Chapter 37 —Critical Areas.
ENVIRONMENTAL HEALTH	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline Use Element Policies and Regulations, Shoreline Restoration Element; EMC Chapter 37 —Critical Areas; NPDES Permit; EMC Title 19 Zoning, Floodplain Overlay Zone and Watershed-Resource Management Zone; EMC Chapter 39 General Provisions for vehicle storage, hazardous waste treatment and storage facilities, garbage receptacles, dumpsters and recycle bins.
NOISE	Sections 15.16.060 and 15.16.090 EMC; EMC Chapter 20.08--Noise Control; Shoreline Master Program, Shoreline Use Element Policies and Regulations; EMC Title 19 Zoning.
LAND/SHORELINE USE	Sections 15.16.060 and 15.16.090 EMC; FEMA approved Door 2 jurisdiction. 2015 Comprehensive Plan; Shoreline Master Program Shoreline Use Element Policies and Regulations; EMC Chapter 37—Critical Areas; EMC Title 19 Zoning, Development Standards and Design Standards, Sustainable Building Practices.

HOUSING	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline Use Element; EMC Chapter 37—Critical Areas; EMC Title 19 Zoning, Development Standards and Design Standards; EMC Chapter 6 Development Standards Table; EMC Chapter 15 Multiple-Family Development Standards; EMC Chapter 15A Unit Lot Subdivisions.
AESTHETICS	Sections 15.16.060 and 15.16.090 EMC; Section 19.38.050 EMC Historic Buildings; Section 15.090 EMC Façade and roofline variation; EMC Chapter 6 Development Standards Table; Design Review Guidelines 19.22.030 EMC, 27.020 and 28.010; EMC Chapter 31 Design Overlay Zone, design zones include B-3, BMU, C-2ES, E-1 and MUO; EMC Chapter 36 Signs; EMC Chapter 35 Landscaping and Screening Requirements.
LIGHT/GLARE	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program design standards; EMC Chapter 31 Design Overlay Zone; EMC Chapter 37—Critical Areas; Maximum Building Heights for most zones.
RECREATION	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Recreation Element and Public Access Element; EMC Chapter 37—Critical Areas; EMC Section 15.050 On-site recreation facility requirements; 2016 Parks, Recreation and Open Space Plan.
PUBLIC SERVICES	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan Capital Facilities Plan; Shoreline Master Program, shoreline uses and modification policies and regulations; EMC Chapter 37—Critical Areas; Water and Sanitary Sewer Comprehensive Plans; EMC Chapter 18.44 School District Impact Fees; City of Everett Design and Construction Standards and Specifications for Development.
HISTORIC/CULTURAL	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Cultural Resources Element; EMC Chapter 37—Critical Areas; EMC Chapter 33 Historic Overlay Zone addresses historic sites, historic structures and historic districts; Section 19.38.050 EMC Historic Buildings; EMC Chapter 2.96 Historic Resources.
TRANSPORTATION	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan Transportation Improvement Program; Shoreline Master Program, Circulation Element; City of Everett Design and Construction Standards and Specifications for Development; EMC Chapter 37—Critical Areas; EMC Chapter 18.36 Small Project Impact Fee; Chapter 18.40 Transportation Mitigation.
UTILITIES	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline utility regulations; EMC Chapter 37—Critical Areas; City of Everett Design and Construction Standards and Specifications for Development.



## PLANNING COMMISSION RESOLUTION NO. 16-09

### **A RESOLUTION Revising Regulations Pertaining to the State Environmental Policy Act and Recommending Amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals**

WHEREAS, specified levels of minor new construction are exempt from review under the State Environmental Policy Act (SEPA), chapter 43.21C RCW, pursuant to Washington Administrative Code (WAC) 197-11-800; and

WHEREAS, the State Legislature amended the State Environmental Policy Act in 2012 to allow jurisdictions to raise SEPA exempt levels for minor new construction up to the maximum levels defined in WAC 197-11-800(1)(d); and

WHEREAS, Everett Municipal Code (EMC) section 20.04.130 specifies the SEPA exemption threshold levels adopted by the city for minor new construction and Chapter 15.24 specifies the public notice process; and

WHEREAS, currently the exemption thresholds for minor new construction in EMC 20.04.130 for residential structures, agriculture structures, non-residential structures, and fill and excavation projects are less than permitted under WAC 197-11-800(1); and

WHEREAS, Snohomish County and most cities in the County have adopted the maximum SEPA exemption thresholds; and

WHEREAS, since the City of Everett established its existing SEPA categorical exemption thresholds in 1987, it has significantly improved its protection of environmental resources and mitigation of impacts through adoption of GMA-consistent development regulations, including critical area regulations; and

WHEREAS, the proposed amendment will still require that public notice with a comment period be provided for projects that meet the minimum SEPA thresholds and are exempted from the SEPA review process because of the higher thresholds; and

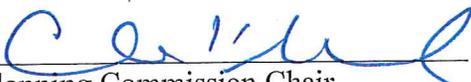
WHEREAS, the Planning Commission of the City of Everett has reviewed the proposed amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals and finds that:

1. The proposed amendment is consistent with WAC 197-11-800(1); and
2. Impacts from development will be addressed through City of Everett development regulations and detailed design standards with the City authority to impose mitigation as permit conditions without a SEPA threshold determination; and

3. The proposed amendment will reduce the time, effort and expense to process land use permits for minor new construction as defined in WAC 197-11-800(1)(c).

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommends that the City Council adopt the amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully set forth.

PASSED and APPROVED this 19th day of July, 2016.

  
\_\_\_\_\_  
Planning Commission Chair

  
\_\_\_\_\_  
Planning Commission Secretary

For: Commissioner Lark, Commissioner Zelinski, Commissioner Jordison, Commissioner Sand, Commissioner Tisdell, and Chair Holland

Against: None

Absent: Commissioner Dunn, Commissioner Beck, and Commissioner Adams

Abstain: None

## EXHIBIT A

### Article III. Categorical Exemptions

#### **20.04.130 Categorical exemptions—Minor new construction.**

A. The following exempt levels are established for minor new construction under WAC [197-11-800](#)(1)(c) based on conditions in the city. The exemptions in this subsection apply to all licenses required to undertake the construction in question. The exemptions in this subsection apply except when the project:

- (1) is undertaken wholly or partly on lands covered by water;
- (2) requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;
- (3) requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800(7) or (8);
- (4) involves demolition of a contributing structure listed in a local, state or national historic register; or
- (5) requires a land use decision that is not exempt under WAC 197-11-800(6).

B. The following types of projects shall be exempt:

1. The construction or location of no more than thirty (30) single-family dwelling units.
2. The construction or location of no more than sixty (60) multi-family dwelling units.
3. The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering no more than forty thousand (40,000) square feet and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots.
4. The construction of an office, school, commercial, recreational, service or storage building with no more than thirty thousand (30,000) square feet of gross floor area and with associated parking facilities designed for no more than ninety (90) automobiles. This exemption includes parking lots for no more than ninety (90) automobiles not associated with a structure.
5. Any fills or excavations of no more than one thousand (1,000) cubic yards throughout the total lifetime of the fill or excavation and any excavation, fill or grading necessary for an exempt project in (1), (2), (3), or (4) of this subsection.

C. Public Notice.

Development proposals that are categorically exempt under subsection A but exceed the minor new construction *minimum* thresholds set forth in WAC 197-11-800(1)(b) shall provide notice as specified in EMC 15.24.080.F.

**20.04.140 Categorical exemptions—Infill development.**

---

A. The following exempt levels are established for new construction under RCW [43.21C.229](#), for land located within the E-1 MUO (mixed-use overlay) zone:

1. Residential use and its required off-street parking: up to one hundred dwelling units;
2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to thirty thousand square feet.

B. Review Process.

Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

**15.24.080 Review Process II—Administrative decisions.**

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

- A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;
- B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;
- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;

- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt);  
and
- E. Mailing notice to the neighborhood leader mailing list if applicable.
- F. For applications that require public notice under Section 20.04.130, public notice shall be provided by posting two signs no less than twenty-four inches by thirty-six inches on or near the property. The signs shall contain the information specified in Section 15.24.190C.



## Memo

**To:** City of Everett Planning Commission  
**From:** Karen Stewart, AICP, Environmental Planner  
**Date:** July 18, 2016  
**Subject:** SEPA flexible exemptions – Proposed Zoning Code Amendment

---

Many jurisdictions fully planning under GMA are choosing to raise SEPA exempt levels for minor new construction up to the maximum allowed by state law [WAC 197-11-800(1)(d)]. Snohomish County and the cities of Marysville, Mukilteo, Lynnwood, Mill Creek, Mountlake Terrace and Edmonds have all adopted the state allowed maximum thresholds, although Edmonds maintained 500 cubic yards for fill or excavations as the maximum threshold for exempting a SEPA review.

The following table provides the maximum thresholds allowed and compares them to the existing categorical exemption thresholds found in Everett's Land Use Code section 20.04.130 EMC.

Project Types	Cities and UGA	Existing City of Everett
Residential	30 SF units; 60 MF units	4 dwelling units
Agriculture Structures	40,000 sq. ft.	10,000 sq. ft.
Non residential	30,000 sq. ft.	4,000 sq. ft.
Parking	90 stalls	20 stalls
Fill or Excavation	1,000 cubic yards	500 cubic yards

As an incentive for infill development consistent with RCW 43.21C.229 and the Evergreen Way Revitalization Plan, in 2012 Everett increased categorical exemption thresholds for residential and commercial development in the Evergreen Way mixed use overlay (E-1 MUO). The motivation was to reduce the time required to process land use permits for development that is encouraged by the comprehensive plan. The current categorical exemption for infill development within the city's E-1 mixed-use overlay zone is up to one hundred dwelling units with required off-street parking. Commercial uses up to 15,000 square feet within a mixed-use building providing eight or more dwelling units and required off-street parking are also exempt from SEPA.

Now we propose to raise across all zoning districts SEPA categorical exemptions for minor new construction to the maximum allowed thresholds for residential, non residential, agriculture structures, parking, and fills or excavations. To be consistent in the E-1 MUO zoned areas, the threshold for commercial uses would be raised from 15,000 to 30,000 square feet.

### **Public Notice of Pending Actions**

The question of what notice, if any, shall apply when the project falls below the SEPA exemption levels and no other land use process requires public notice was discussed by the Planning Commission at your workshop on May 17, 2016. At that meeting, the majority of the Commissioners appeared to prefer public notice provided by posting signs at the site describing the proposed development action and providing a 14-day comment period. Consistent with this direction, the proposed code amendments were drafted to ensure that development proposals currently subject to SEPA and above the minimum thresholds set forth in state law will continue to be publically noticed with a comment period even if the exemption thresholds are raised.

In addition, it should be noted that current code provisions in Title 15 give the City authority to impose mitigation as permit conditions without a SEPA threshold determination, as provided below:

#### **15.16.060 Action taken.**

A. For all Review Process I Applications. If proposed actions that fall into the category of Review Process I are subject to other regulations, including any regulations of other agencies, issuance of a permit by the city does not excuse the applicant of the requirement to obtain all other required permits and approvals prior to initiating construction of the project. Action taken on the application shall be one of the following:

1. Permit issuance or approval, *which may include conditions on the project; (emphasis added)*
2. Permit denial explaining the reasons the permit was not approved; or
3. A letter explaining what additional information is necessary or other approvals which are required before the permit can be issued.

An administrative appeal to the examiner is provided. Any appeals shall be in accordance with the appeals section of this title.

### **Requested Action**

The proposed code changes (in track changes format) are attached for your review and consideration for approval at a public hearing on Tuesday, July 19, 2016. To facilitate Planning Commission action, staff has prepared a resolution recommending amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals.

### Article III. Categorical Exemptions

#### 20.04.130 ~~Flexible thresholds for c~~Categorical exemptions—Minor new construction.

A. The following exempt levels are established for minor new construction under WAC 197-11-800(1)(bc) based on conditions in the city. The exemptions in this subsection apply to all licenses required to undertake the construction in question. The exemptions in this subsection apply except when the project:

(1) is undertaken wholly or partly on lands covered by water;

(2) requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;

(3) requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800 (7) or (8); ;

(4) involves demolition of a contributing structure listed in a local, state or national historic register; or

(5) requires a land use decision that is not exempt under WAC 197-11-800(6).

B. The following types of projects shall be exempt:

A.1. For residential dwelling units in WAC 197-11-800(1)(d)b(i): The construction or location of no more than thirty (30) single-family dwelling units; ;

2. The construction or location of no more than sixty (60) multi-family dwelling units.

B.3. For agricultural structures in WAC 197-11-800(1)(b)(ii): up to The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering no more than forty ten thousand (40,000) square feet and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots. ;

C.4. For The construction of an office, school, commercial, recreational, service or storage buildings with no more than thirty thousand (30,000), in WAC 197-11-800(1)(db) (iii): up to four thousand square feet of gross floor area and with associated parking facilities designed for no more than up to twenty ninety (90) automobiles. parking spaces; This exemption includes parking lots for no more than ninety (90) automobiles not associated with a structure.

D. For parking lots in WAC 197-11-800(1)(b)(iv): up to twenty parking spaces;

E. 5. For Any land fills or and excavations of no more than in WAC 197-11-800(b)(v): up to one thousand (1,000) five hundred cubic yards throughout the total lifetime of the fill or excavation and any excavation, fill or grading necessary for an exempt project in (1), (2), (3), or (4) of this subsection. (Ord. 2534-01 § 13, 2001; Ord. 1348-87 § 3B, 1987)

C. Public Notice.

Development proposals that are categorically exempt under subsection A but exceed the minor new construction minimum thresholds set forth in WAC 197-11-800(1)(b) shall provide notice as specified in EMC 15.24.080.F.

**20.04.140 Categorical exemptions—Infill development.**

A. The following exempt levels are established for new construction under RCW 43.21C.229, for land located within the E-1 MUO (mixed-use overlay) zone:

— 1. Residential use and its required off-street parking: up to one hundred dwelling units;

2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to fifteen-thirty thousand square feet.

B. Review Process. Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

**15.24.080 Review Process II—Administrative decisions.**

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;

B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;

- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;
- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt);  
and
- E. Mailing notice to the neighborhood leader mailing list if applicable.
- F. For applications that require public notice under Section 20.04.130, public notice shall be provided by posting two signs no less than twenty-four inches by thirty-six inches on or near the property. The signs shall contain the information specified in Section 15.24.190C.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Award Bid 2016-061 for  
Hot Mixed Asphalt Supply

\_\_\_\_\_ Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_ x Action  
 \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Finance/Purchasing  
 Contact Person Clark Langstraat  
 Phone Number 425-257-8901  
 FOR AGENDA OF October 12, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President sm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Bid Call 8/24/16	Bid Tabulation	Public Works
Amount Budgeted	\$200,000.00		
Expenditure Required	\$256,783.80	Account Number(s):	
Budget Remaining		Various Streets & Utilities Accounts	
Additional Required	\$56,783.80		

**DETAILED SUMMARY STATEMENT:**

Public Works requires a supply contract for asphalt products to support maintenance and repair projects throughout the year. Invitations to bid were sent to three potential bidders, advertised in the Herald, and posted on the City's website. Two responses were received as shown on the attached bid summary.

Asphalt plants do not produce all types of asphalt at all times; plus plant locations can have a major impact on City crews picking up asphalt. Not one plant can supply all of the City's asphalt needs. Staff recommends the City make primary award to Granite Construction, Inc. and secondary award to Cemex Pacific, LLC to provide the best possible product coverage and so that depending on City crews work location, asphalt pickups can be made at the most advantageous plant, minimizing distance & time.

**RECOMMENDATION (Exact action requested of Council):**

Award Bid 2016-061 for Hot Mixed Asphalt Supply Primary award to Granite Construction, Inc. in the estimated annual amount of \$256,783.80, including Washington State sales tax, and the Secondary award to Cemex Pacific, LLC in the estimated annual amount of \$299,590.20.



City of Everett  
Purchasing  
3200 Cedar Street  
Everett WA 98201

(425)-257-8840 phone  
(425)-257-8864 fax

**BID OPENING  
FINAL RESULTS**

\*\*\*\*\*

**BID DUE DATE September 13, 2016**

**Bid No. 2016-061 Name: HOT MIXED ASPHALT (HMA) SUPPLY - PICKED UP**

**Contact: Trevor Kyllingmark, Buyer**

<u>BIDDER</u>	<u>LOCATION</u>		<u>TOTAL</u>
Granite Construction Inc	Everett, WA	\$	256,783.80
Cemex Pacific, LLC	Everett, WA	\$	299,590.20

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Professional Services  
 Agreement with CH2M HILL  
 Engineers, Inc. for the Portal 1  
 Replacement Project

\_\_\_\_\_ Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 X  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 Oct 12, 2016

Initialed by:  
 Department Head  
 CAA  
 Council President

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Water Filtration Plant Lake Chaplain	Professional Services Agreement for Study Phase 11/04/14	Professional Services Agreement	Public Works, Legal

Amount Budgeted	\$1,800,000	Fund 339
Expenditure Required	\$171,658	WO# 3602
Budget Remaining	\$1,628,342	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

Portal 1 is the exposed portion of Tunnel 1 which is used to flow water between Lake Chaplain and the Sultan River. The Portal is an arched concrete structure that was constructed in the early 1900's. The concrete Portal was exposed by a hillside washout that revealed a structure that is highly cracked with evidence of water leaking through the concrete. A condition assessment of the Portal was conducted in 2015 and determined that the Portal should be replaced due to the degradation of the nearly 90 year old concrete.

The Professional Services Agreement with CH2M HILL Engineers, Inc. will facilitate the design and construction support required for the replacement of this facility in an amount not to exceed \$171,658.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign the Professional Services Agreement with CH2M HILL Engineers, Inc. for the Portal 1 Replacement Project in the amount of \$171,658.

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Service Agreement (this "Agreement") is dated \_\_\_\_\_ 20\_\_, and is between the City of Everett, a Washington municipal corporation and CH2M HILL Engineers, Inc. (the "Service Provider").

1. Engagement of Service Provider. Service Provider shall provide the services described in the attached Exhibit C (the "Scope of Work" or the "Work").

2. Parts of the Agreement. This Agreement consists of this signed document, the General Conditions attached as Exhibit A, the Special Conditions attached as Exhibit B, the Scope of Work attached as Exhibit C, and the compensation and expense provisions attached as Exhibit D. If the Service Provider's proposal is attached as an exhibit or as part of 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 the Agreement between the City and Service Provider.

3. Date of Contract Completion:

December 31, 2017

4. Maximum Total Compensation Amount: \$ 171,658

5. Service Provider Notice Address:

Phil Martinez CH2M 1100 112th Ave NE, Suite 500 Bellevue, WA 98004
---

6. City Notice Address:

City of Everett Attn: John Nottingham 3200 Cedar Street Everett, WA 98201
--

7. City Billing Address:

City of Everett Attn: John Nottingham 3200 Cedar Street Everett, WA 98201
--

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:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
James D. Iles, City Attorney

\_\_\_\_\_  
Date

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

**Corporation**

Full Legal Name CH2M HILL Engineers, Inc.

Signature: 

Name of Signer: Amy M Carlson

Title of Signer: Vice President, Area Manager

**Partnership**

Full Legal Name:

Signature: \_\_\_\_\_, Partner

Name of Signer:

**Sole Proprietor**

Signature: \_\_\_\_\_, Sole Proprietor

Name:

**Limited Liability Company**

Full Legal Name

Signature: \_\_\_\_\_, Managing Member

Name of Signer:

**STATE RETIREMENT SYSTEMS**

**ALL SERVICE PROVIDERS MUST COMPLETE THIS PAGE**

**Service Provider Name:** CH2M HILL Engineers, Inc.

**Service Provider Phone Number:** 425-453-5000

1. Does Service Provider have twenty-five (25) or more employees?

YES

**IF YES: SKIP REMAINDER OF PAGE  
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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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

**Sole Proprietor.** Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

**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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

**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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

**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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

**EXHIBIT A**  
**GENERAL CONDITIONS**

**1. Scope of 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. The Service Provider shall perform the Work in a competent and professional manner. 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 the 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 the Agreement.

**3. Time of Beginning and Completion of Performance.** The Agreement shall commence as of the Date of Contract Commencement and shall be completed by the Date of Contract Completion.

**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 D.

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 D or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit D regarding expenses 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 D; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit D; 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 the Maximum Total Compensation Amount.

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 the Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to the payment address on the first page of the Agreement.

**6. Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit C. 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 the 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 the 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 the Agreement and (c) become a part of the 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 the 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 the 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 the 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 the 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 the 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 the Agreement or may demand Service Provider to promptly reimburse the City for such cost.

## 12. Independent Contractor.

A. The Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under the 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 the 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 the Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue revenue service for the type of service performed; and

(5) By the effective date of the 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 the 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 for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees

General Conditions Page 5

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. 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.

D. 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 the 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 the Agreement. For breach or violation of this warranty, the City shall have the right to annul the 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 the 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 the 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 the 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 the 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 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.

**19. Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to the 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 the 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 the 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.

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

**24. Severability.** If any part of the 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 notice address on the first page of the Agreement.
- B. Notices to the Service Provider shall be sent to the notice address on the first page of the Agreement.

**26. Venue.** Venue for any lawsuit arising out of the 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 the Agreement.

**EXHIBIT B**  
**SPECIAL CONDITIONS**  
**(CH2MHill 2014)**

**1. Insert the following as the second sentence of Section 2 of the General Conditions:**

Any reuse by the City of these reports, drawings, plans specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City.

**2. Insert the following at the end of Section 11.5C of the General Conditions:**

except that, unless there is litigation or threatened litigation involving the City related to this Agreement, Service Provider may redact names from the insurance policies of the Service Provider's other clients and may redact other items not relevant to the scope or limits of coverage under the policies.

## Portal 1 Replacement Design Project

CH2M HILL Engineers, Inc. (Service Provider) agrees to furnish the City of Everett (City) the following services, as described in this Exhibit C. The budget for this work is presented in Exhibit D.

The task budget subtotals in Exhibit D identify Service Provider's anticipated focus and level of effort; however, the task budget subtotals do not represent not-to-exceed budget limits. The overall budget total for this Agreement of \$171,658 shall be the not-to-exceed budget limit. Managing to the overall budget total shall be effected in recognition that some task budgets may be exceeded while others may be under-spent. Invoices shall be prepared and submitted on approximately a monthly basis and configured so that labor and expenses costs are grouped and tracked at the task level (e.g. Task 1, Task 2, Task 3, etc).

### Anticipated Schedule

Work is anticipated to begin in early November 2016 and continue as indicated below:

- Surveying: November 2016
- Design: November 2016 thru February 2017
- Bidding: March 2017 or later
- Construction: Fall 2017 or Spring 2018

Service Provider and City agree that City may wish to pre-purchase the steel pipe for the project prior to bidding the construction contract in an effort to enable construction during the Spring of 2017. The technical specification for the pipe is anticipated to be available for use by the City by early February. Should the City pre-purchase the steel pipe it is understood the City would prepare the purchase order documents that are necessary and required for this task.

### Key Assumptions

Several key assumptions are presented herein because they have direct impact to the budget presented in Exhibit B.

- Funding for the project will be with City funds, not federal or state loan or grant funds requiring additional documentation and procedural requirements to be incorporated into the bidding documents. City will obtain all permits necessary for the project; complete all required applications; develop all supporting exhibits; and manage all required processes and hearings.
- It is assumed that no building permit will be required by Snohomish County.
- Special Inspection requirements shall be included in the design for the applicable structural elements of the design. City shall procure these special inspection support services.
- Because less than one acre of ground is anticipated to be disturbed, no stormwater management analysis/reporting, stormwater pollution prevention plan, or other drainage reporting are required for the project.
- Service Provider shall prepare the technical specifications in Service Provider's standard 49 Division, Construction Specification Institute (CSI) Format.

- Design drawings shall be prepared in Micro Station format resulting in half size = 11"x17" and full size = 22"x34" drawings. Service Provider shall convert Micro Station electronic files into AutoCAD format, and provide AutoCAD electronic files to City upon completion of design.
- City will provide to Service Provider all data in City's possession relating to Service Provider's services on the project. Service Provider will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City.
- City will manage and undertake bidding of the construction contract and manage and undertake on-site resident observation of construction. City will also review shop drawings and address questions and inquiries from the contractor.
- It is assumed that the project site is entirely on property owned by the City of Everett. No property boundary surveying is included as part of this work.
- Given that no soil borings or other geotechnical investigations were conducted at the project site, it is assumed that subsurface conditions are suitable for founding the new concrete portion of Portal 1 with a new floor-slab that may be as much as 1 foot thicker than the existing floor slab.
- Large construction equipment will be required at the Portal 1 project site, including: a crane, backhoe, dump truck, concrete mixer truck, pipe delivery truck, and other service vehicles. It is assumed that these vehicles can access the project site from the adjacent access road either from one direction or the other. As part of the design, Service Provider shall specify that equipment and vehicle selection and access improvements shall be made as deemed necessary by the contractor to complete the work.
- Soil and groundwater at the drilling sites are assumed to be free of contamination; thus, no special care, health and safety plan, and handling is needed during field operations and laboratory work.
- City will provide the maximum water surface elevation of the conveyed water from Lake Chaplain upon which the modified portal structure shall be designed.

## Task 1. Surveying

Service Provider shall subcontract with a qualified surveying firm to complete the field survey and establish horizontal and vertical control points within the project area but outside the area of construction. Survey datum shall be NAD 83/2011 and NAVD 88, to be established by static GPS methods with National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

The limits of the project area for which surveying shall be completed shall be up to 40,000 square feet surrounding the existing portal structure. The actual limits of the survey shall be defined as part of a preliminary site visit to be attended by Service Provider's project manager, the survey subcontractor, and City. The survey is anticipated to require up to three 8-hour work days in the field for a two-person crew to complete the initial survey. A single, additional day of surveying is reserved for incorporating the geotechnical boreholes and potentially picking up other surface features not incorporated during the initial visit.

Service Provider shall prepare a 1"=20' topographic base map and Digital Terrain Model (DTM) of the project limits. The base map will include, but not be limited to, the existing portal structure, the access road, existing cleared area, other key surface features, signs, trees (greater than 12-inches in diameter), ditches, culverts, buried pipes (as painted out by City), catch basins, bridges, utility poles, and other surface features within the mapping limits. One-foot contours will be generated from the DTM.

Deliverables:

- Base Map (PDF) with Subcontractor's professional land surveyor stamp and signature
- Electronic copy of the raw survey data and base map in AutoCAD format

## Task 2. Design

Service Provider's design of the modified portal project shall include two draft phases and associated deliverables along with a final, PE-stamped and signed deliverable suitable for bidding the construction contract.

The modified portal structure shall connect to the existing tunnel and to the existing steel pipe spool that leads to the pipeline that extends to the diversion dam on the Sultan River. It is understood that this steel pipe spool and steel pipe section connect to reinforced concrete pipe somewhere toward the diversion dam.

The modified portal structure shall be comprised of the following key features:

- Removal of a portion of the existing concrete tunnel portal structure (approximately the furthest 20 linear feet to the east). This includes the portion of the tunnel portal that connects to the pipeline that extends to the diversion dam as well as the vertical and horizontal access. It includes exposing and leaving in place the existing steel pipe spool that serves as an increaser that connects from the existing portal structure to the 72-inch pipeline that extends to the diversion dam.
- A new steel pipe placed inside the remaining existing tunnel portal structure that extends approximately 10 to 20 feet inside the tunnel and is a total of approximately 70 to 80 feet in length. Grout the annular space between the steel pipe and the existing tunnel portal structure.
- A new cast-in-place reinforced concrete structure that connects the new steel tunnel liner pipe and the existing steel increaser spool that connects to the pipe that extends to the diversion dam. A vent will be incorporated into the new cast-in-place concrete structure. Horizontal access similar to the existing horizontal access will be incorporated at approximately the same location.

The design is anticipated to include technical specifications for steel pipe, cement grout, cast-in-place concrete, reinforcing steel, coatings systems, and other ancillary elements. The project drawings shall include all title, index, general, demolition, structural, site civil, and related details to enable bidding the project.

Additionally, Service Provider shall complete all applicable Division 0 and Division 1 specifications for the project, including advertisement, bidding, bonding, Agreement, and general conditions. Service Provider shall use City's standard Division 0 specifications and Service Provider's standard Division 1 specifications.

The draft and final design phases are presented in the subtask descriptions below. Service Provider shall furnish review comment logs at each draft design stage to City for use in summarizing, documenting, and transmitting City review comments.

### 2.1 30-Percent

Service Provider shall prepare a 30-percent complete submittal of the design. During this phase of design, the site civil elements of the project will be advanced to characterize impacts during construction and present the post-construction condition. The configuration and dimensions of the new portal structure will be developed as well as site civil plan and grading (including vehicle access to the site). Title and other general drawing sheets will be developed. No specifications will be developed for the 30 percent design. No connection, structural, or site civil details will be developed for this submittal.

Service Provider shall prepare and submit via email a PDF of the drawings for City to review and comment. City and Service Provider shall meet at City's Everett office to discuss the 30-percent design submittal and address City review comments.

Deliverables:

- PDF of 30-percent complete drawings

## 2.2 90-Percent

Service Provider shall prepare a 90-percent complete submittal of the design. The design submittal shall reflect incorporation of City's review comments on the 30 percent submittal. During this phase of design, the drawings and specifications shall be completed to a final draft stage to enable City a final review of the design prior its finalization. Each of the drawings, associated details, and specifications will be fully developed.

Service Provider shall prepare and submit via email a PDF of the drawings and specifications for City to review and comment. City and Service Provider shall meet at City's Everett office to discuss the 90-percent design submittal and address City review comments.

Deliverables:

- PDF of 90-percent complete drawings and specifications

## 2.3 100-Percent

Service Provider shall prepare a 100-percent complete submittal of the design. Each of the drawings shall be PE-stamped and signed. The specifications shall be accompanied by a PE-stamped and signed cover sheet identifying the specifications linked to the responsible engineer. The 100-percent design submittal shall reflect incorporation of City's review comments on the 90 percent submittal. The 100-percent drawings and specifications shall be suitable for incorporation by City into bidding and contract document to be developed by City for bidding the construction contract.

Service Provider shall prepare and submit via email a PDF of the 100-percent complete drawings and specifications for City to incorporate into the bidding and contract document.

Deliverables:

- PDF of 100-percent complete drawings and specifications
- AutoCAD files of drawings

## Task 3. Cost Estimate

Service Provider shall estimate the cost of the construction contract for the project using Service Provider's standard Timberline software and format. The initial cost estimate shall be developed upon completion of preliminary (30 percent) design. This initial cost estimate shall be updated and refined at subsequent design stages (90 percent, and 100 percent). The cost estimate at the 100-percent design stage shall be suitable for use as the Engineer's Cost Estimate for construction contract bidding purposes.

The cost estimates shall conform to the classification standards established by the Association of the Advancement of Cost Engineering International (AACEI). The Class of estimate shall be as follows for each of the estimates developed:

- 30-percent design: Class 4

- 90-percent design: Class 2
- 100-percent design: Class 1

In providing opinions of construction cost, Service Provider has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Service Provider makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Service Provider's analyses, projections, and/or estimates.

Deliverables:

- 30-percent cost estimate
- 90-percent cost estimate
- 100-percent cost estimate

## Task 4. Services during Bidding and Construction

Service Provider shall assist the City, as necessary and as directed by City, during bidding and construction of the project based on the Contract Documents prepared by Service Provider. Service Provider's assistance during bidding may include input related to addressing bidder questions, developing addenda content, and attending pre-bid meeting. Service Provider's assistance during construction may include structural observation related to reinforcing steel, responding to contractor questions, reviewing technical submittals and shop drawings, technical support to City, and assistance of change order materials. The budget for this task is an allowance to be expended, as necessary, and as directed by City up to the limit of the budget for this task.

## Task 5. Project Management

Service Provider's project manager shall manage Service Provider's project team, task leads, overall execution of the project, and accurate accounting of the project budget. Service Provider shall work with Service Provider's project accountant to prepare and submit invoices on a monthly basis along with a monthly project status memo addressing and describing work covered by the invoice. Any significant project budget or accounting issues shall be addressed in the monthly status memo for City's review and consideration. Service Provider shall prepare internal, standard, required work-execution, quality control, health and safety, and budget control work products necessary to effectively execute the work.

The scope and budget for this task includes time for Service Provider's project manager to meet weekly by phone with City's project manager and to meet monthly in person in Everett with City's project manager to provide continual status updates and coordination throughout the project. These meetings are in addition to other meetings identified for various tasks for this project. No formal documentation of the content and results of these meetings shall be prepared.

Deliverables:

- Monthly invoice and budget summary spreadsheet
- Monthly status memo accompanying the invoice

## Task 6. Directed Services

This Directed Services task is intended to support the project with additional services by the Service Provider that are not known at this time. Such support shall only be undertaken at the specific direction of City.

**Exhibit D**  
**Budget for Portal 1 Design**

<b>Task</b>	<b>Subcontract Expense</b>	<b>Total</b>
Task 1. Surveying	\$8,000	\$14,776
Task 2. Design		\$93,031
Task 3. Cost Estimate		\$8,573
Task 4. Services during Bidding and Construction		\$28,421
Task 5. Project Management		\$13,754
Task 6. Directed Services		\$13,103
<b>Total</b>		<b>\$171,658</b>

Date: 12-Sep-16

City of Everett - Exhibit D  
PROJECT HOURS AND BUDGET ESTIMATE

Labor Category	Direct Salary Rates	HOURS FOR EACH TASK						Total Hours	Cost
		Task 1 Surveying	Task 2 Design	Task 3 Cost Est.	Task 4 Bid/Const	Task 5 P. Mngmt.	Task 6 Misc.		
1 Principle in Charge - W. Bennett	\$ 89.18		36			8	6	\$ 4,459	
2 Project Manager - P. Martinez	\$ 75.90	10	60	8	32	40	8	\$ 11,992	
Project Accountant - L. Hurt	\$ 30.41	4				40	8	\$ 1,581	
3 Design Manager - D. Smith	\$ 45.77	4	70	16	24		8	\$ 5,584	
4 Geotechnical Professional - K. Green	\$ 82.05		16				4	\$ 2,297	
5 Civil Professional - R. Beiler	\$ 76.55		30				4	\$ 3,828	
6 Structural Design Lead - D. Smith	\$ 45.77		74		36		10	\$ 5,492	
7 Civil Design Lead - S. Sztern	\$ 50.97	4	56		24		8	\$ 4,689	
8 Drafter - A. Hukic	\$ 36.86		80				8	\$ 3,244	
9 Drafter - J. Yang	\$ 44.83	6	80				8	\$ 4,214	
10 Estimating Professional - N. Cavalleri	\$ 39.75			36			4	\$ 1,590	
Subcontract Reviewer - C. Yeager	\$ 57.79	6					0	\$ 347	
11 Specification Processing - C. Perrine	\$ 30.82		85				4	\$ 2,743	
Total Task Hours		34	587	60	148	80	80	989	
Subtotal Direct Salary Cost (DSC), \$		1,883	29,974	2,771	8,993	4,252	4,187	\$ 52,060	
Overhead on DSC (indirect cost) @ 154.00%		2,900	46,160	4,267	13,849	6,548	6,448	\$ 80,172	
Total Labor Cost, \$		4,783	76,134	7,038	22,842	10,800	10,635	\$ 132,232	
Expenses, \$									
Expense 1/ Mileage	0	150	300		600	600	150	\$ 1,800	
Expense 2 / Misc								\$ -	
Total Expenses		150	300	0	600	600	150	\$ 1,800	
TOTAL LABOR AND EXP		4,933	76,434	7,038	23,442	11,400	10,785	\$ 134,032	
Subconsultant Expenses, \$									
SUB 1, Surveyor (Perfeet)		8,000						\$ 8,000	
SUB 2								\$ 0	
SUB 3								\$ 0	
SUB 4								\$ 0	
Total Subconsultant Expenses		8,000	0	0	0	0	0	\$ 8,000	
TOTAL SUBCONSULTANTS		8,000	0	0	0	0	0	\$ 8,000	
Subconsultant Admin Mark-up	10.0%	800	0	0	0	0	0	\$ 800	
Subtotal Cost by Task	20	13,733	76,434	7,038	23,442	11,400	10,785	\$ 142,832	
FEE (% of Total DSC & Overhead)	20.0%	957	15,227	1,408	4,568	2,160	2,127	\$ 26,447	
Federally Funded FEE (% of DSC Only)	0.0%	0	0	0	0	0	0	\$ -	
Next Year's Labor Escalation*	3.0%	86	1,370	127	411	194	191	\$ 2,379.00	
TOTAL ESTIMATED COST AND FEE, \$		14,776	93,031	8,573	28,421	13,764	13,103	\$ 171,658	

\* Next year's labor escalation was calculated assuming 50.0% of the work would be completed next year.  
Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier 3.05

Profit as a % of Direct Salary Cost (DSC) 50.8%

**City of Everett - Exhibit D  
PROJECT HOURS AND BUDGET ESTIMATE**

Date: 12-Sep-16

Labor Category	Direct Salary Rates	HOURS FOR EACH TASK						Total Hours	Cost
		Task 1 Surveying	Task 2 Design	Task 3 Cost Est.	Task 4 Bid/Const	Task 5 P. Mngmt.	Task 6 Misc.		
1 Principle in Charge - W. Bennett	\$ 89.18		36		8		6	\$ 4,459	
2 Project Manager - P. Martinez	\$ 75.90	10	60	8	32		158	\$ 11,992	
Project Accountant - L. Hurt	\$ 30.41	4				40	8	\$ 1,581	
3 Design Manager - D. Smith	\$ 45.77	4	70	16	24		122	\$ 5,584	
4 Geotechnical Professional - K. Green	\$ 82.05		16		8		4	\$ 2,297	
5 Civil Professional - R. Beiler	\$ 76.55		30		16		4	\$ 3,828	
6 Structural Design Lead - D. Smith	\$ 45.77		74		36		10	\$ 5,492	
7 Civil Design Lead - S. Szlem	\$ 50.97	4	56		24		8	\$ 4,689	
8 Drafter - A. Hukic	\$ 36.86		80				8	\$ 3,244	
9 Drafter - J. Yang	\$ 44.83	6	80				8	\$ 4,214	
10 Estimating Professional - N. Cavalleri	\$ 39.75			36			4	\$ 1,590	
Subcontract Reviewer - C. Yeager	\$ 57.79	6					6	\$ 347	
11 Specification Processing - C. Perrine	\$ 30.82		85				4	\$ 2,743	
<b>Total Task Hours</b>		34	587	60	148	80	80	<b>989</b>	
Subtotal Direct Salary Cost (DSC), \$		1,883	29,974	2,771	8,993	4,252	4,187	\$ 52,060	
Overhead on DSC (Indirect cost) @	154.00%	2,900	46,160	4,267	13,849	6,548	6,448	\$ 80,172	
<b>Total Labor Cost, \$</b>		4,783	76,134	7,038	22,842	10,800	10,635	<b>\$ 132,232</b>	
<b>Expenses, \$</b>		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		
Expense 1/ Mileage		150	300		600	600	150	\$ 1,800	
Expense 2 / Misc								\$ -	
<b>Total Expenses</b>		150	300	0	600	600	150	<b>\$ 1,800</b>	
<b>TOTAL LABOR AND EXP</b>		4,933	76,434	7,038	23,442	11,400	10,785	<b>\$ 134,032</b>	
<b>Subcontractant Expenses, \$</b>		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		
SUB 1, Surveyor (Percent)		8,000						\$8,000	
SUB 2								\$0	
SUB 3								\$0	
SUB 4								\$0	
<b>Total Subcontractant Expenses</b>		8,000	0	0	0	0	0	<b>\$8,000</b>	
<b>TOTAL SUBCONSULTANTS</b>		8,000	0	0	0	0	0	<b>\$8,000</b>	
Subcontractant Admin Mark-up	10.0%	800	0	0	0	0	0	\$800	
Subtotal Cost by Task	20	13,733	76,434	7,038	23,442	11,400	10,785	\$ 142,832	
FEE (% of Total DSC & Overhead)	20.0%	957	15,227	1,408	4,568	2,160	2,127	\$ 26,447	
Federally Funded FEE (% of DSC Only)	0.0%	0	0	0	0	0	0	\$ -	
Next Year's Labor Escalation*	3.0%	86	1,370	127	411	194	191	\$ 2,379.00	
<b>TOTAL ESTIMATED COST AND FEE, \$</b>		14,776	93,031	8,573	28,421	13,754	13,103	<b>\$ 171,558</b>	

\* Next year's labor escalation was calculated assuming 50.0% of the work would be completed next year.

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

Overall Project Multiplier	3.05
Profit as a % of Direct Salary Cost (DSC)	50.8%

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Professional Services	_____	Briefing	COUNCIL BILL #	_____
Agreement with MWH Americas, Inc. to Provide Engineering and Construction Management Services for the Three Lakes Valve Bypass Project	_____	Proposed Action	Originating Department	Public Works
	_____	Consent	Contact Person	Richard Hefti
	X	Action	Phone Number	(425) 257-7215
	_____	First Reading	FOR AGENDA OF	October 12, 2016
	_____	Second Reading		
	_____	Third Reading		
	_____	Public Hearing		

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President 

<b><u>Location</u></b>	<b><u>Preceding Action</u></b>	<b><u>Attachments</u></b>	<b><u>Department(s) Approval</u></b>
Transmission Line 5 east of Three Lakes Road	Professional Services Agreement with HDR – June 17, 2015.	Two Professional Services Agreements signed by Consultant	Public Works

Amount Budgeted	\$1,000,000	Fund 336
Expenditure Required	\$45,506	Account Number(s): UP-3611
Budget Remaining	\$889,744	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Three Lakes Pressure Sustaining/Reducing Valve is a critical component of the Transmission Line 5 (TL5) operation. This project will provide a bypass around the Three Lakes Valve that will allow maintenance on the existing valve structure without having to shut down TL5. This project is identified in the City's Capital Improvement Program and is scheduled for completion by December 2017.

The contract with HDR investigated the feasibility of generating electricity as part of installing a new valve. The conclusion was that generating electricity at this time is not economically feasible. This simplified the project allowing in-house staff to do the design. The bypass is being designed to allow for adding equipment to generate electricity in the future should it become economically feasible. As this new valve needs to be housed in an underground vault, City staff needs structural engineering assistance and have selected MWH Americas, Inc. off the City's approved Utility Consulting Engineer Roster.

The budget remaining is determined by deducting a previous Professional Services Contract with HDR Engineering (\$44,580), geotechnical soils evaluation contract with Aspect Engineering (\$9,170) and surveying On-call contract with Stantec (\$11,000).

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign a Professional Services Agreement with MWH Americas, Inc. to provide Engineering and Construction Management Services for the Three Lakes Valve Bypass Project in the amount of \$45,506.

**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 MWH Americas, Inc., whose address is 2353 130th Avenue NE, Suite 200, Bellevue, WA 98005, hereinafter referred to as the “Service Provider.”

**WHEREAS**, the City desires to engage the Service Provider to provide professional civil engineering services 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 31, 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 forty five thousand five hundred six and no cents Dollars (\$45,506.00).

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.: Richard Hefti, PE  
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.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise

provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), 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.: Richard Hefti, PE  
3200 Cedar St  
Everett, WA 98201

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

MWH Americas Inc.  
Attn: Gregory Harris, PE  
2353 130th Avenue NE, Suite 200  
Bellevue, WA 98005

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.

<b>Corporation</b>	<u>MWH Americas, Inc.</u> [Service Provider's Complete Legal Name] By: <u>[Signature]</u> Typed/Printed Name: <u>Mark Graham</u> Its: <u>Washington Area Manager</u> Date: <u>22 Sept 2016</u>
<b>Partnership (general)</b>	_____ [Service Provider's Complete Legal Name] a Washington general partnership  By: _____ Typed/Printed Name: _____ General Partner Date: _____
<b>Partnership (limited)</b>	_____ [Service Provider's Complete Legal Name] a Washington limited partnership  By: _____ Typed/Printed Name: _____ General Partner Date: _____
<b>Sole Proprietorship</b>	_____ Typed/Printed Name:  _____ Sole Proprietor: Date: _____
<b>Limited Liability Company</b>	_____ [Service Provider's Complete Legal Name] a Washington limited liability company  By: _____ Typed/Printed Name: _____ Managing Member Date: _____

**EXHIBIT A**  
**SCOPE OF WORK**

See Exhibit A-1.

## Exhibit A-1

### Scope of Work

#### 3 Lakes Valve Vault Structural Support and QA/QC

##### **Basis of Compensation**

MWH will conduct this Scope of Work on an hourly rate basis with monthly progress payments.

##### **Background**

The City of Everett is preparing the design for the 3 Lakes Bypass project on Everett's Transmission Line No 5. In general the City's overall project involves design of a 36" diameter bypass pipe that will connect to Transmission Line 5 just upstream and just downstream of the existing 3 Lakes Valve Vault, addition of buried isolation valves, and construction of a valve vault that will house a 36-inch pressure sustaining valve, and necessary appurtenances such as lighting, heater, fan, sump pump, access steps, etc. The City is leading the design effort and will provide certain support services via subconsultants such as Geotechnical (Aspect Consulting), Electrical and Instrumentation (Casne Engineering). The City has requested the assistance of MWH to provide structural engineering design support for a cast-in-place concrete valve vault and to provide overall QA/QC review services for the overall project.

General Assumptions affecting many tasks are provided below. Where possible assumptions are stated next to the activity they apply to although where assumptions apply to all activities in a task they are stated at the bottom of the description of that task. Exclusions provided through the scope are for the purposes of enhanced clarity and the absence of an exclusion does not imply any scope for MWH, whose scope is limited to activities specifically described in this document.

Design Consultant agrees to perform according to the sequences and duration set forth in the Design Schedule attached. Parties acknowledge that activity start and finish dates are subject to change based on the needs of the project and approval by parties.

##### **Summary of data to be provided to MWH for structural design**

The City will provide the following:

- **Geotechnical investigations** - MWH can rely on the City provided geotechnical data as well as the geotechnical analysis provided by Aspect Consulting. MWH accepts no responsibility or liability for differing site conditions to those found in the geotechnical data report or Geotechnical Report.
- **Permitting Requirements** – The City will provide permitting and permits needed.
- **Surveying and site Civil** - It is assumed that the CAD base file drawings to be provided by the City (included topographic mapping and detailed ground survey as well as site civil design) are sufficient for design.
- **Vault Layout requirements and dimensions** – It is assumed that the City will provide the required Vault layout dimensions and requirements.
- **Non-Structural Design Disciplines** – The City will provide mechanical, electrical, Instrumentation and Control, and all other design discipline work associated with the pressure sustaining valve vault design work.

## SCOPE DETAIL

### 1. PROJECT MANAGEMENT

1.1 MWH will set up the project including preparation of its project execution plan and financial system. These are for MWH internal use and will not be provided to the City.

1.2 MWH will monitor the scope, schedule and budget of its work throughout the project. MWH will provide monthly invoices. A one page monthly report with bullet points of the work completed during the month will be provided with the invoice. No other written reporting efforts are included. It is assumed that Project management will extend over a 3 month period during design.

1.3 MWH will conduct project close out activities on completion of the project.

### 2. STRUCTURAL DESIGN SERVICES

MWH will prepare the following structural design packages for review by the City:

- Production of simple early vault layout sketch based on City provided dimensions and criteria.
- 60% design
- 90% design
- Final 100% design documents

For the 60% and 90% submittals MWH will transmit electronic pdf copies of the design drawings and CSI format technical specifications. Specifications will be based on MWH standard specifications and will include the following:

- Cast-in-Place Concrete
- Concrete Forming and Accessories
- Concrete Reinforcing
- Concrete Curing
- Miscellaneous Metals
- Joints in Concrete
- Grouting

#### General assumptions for structural design

1. MWH will conduct detailed design of the valve vault as initially defined by the City. Any change to the vault dimensions after the initial layout is finalized or that increases the number of drawings compared to the drawing count provided below may require additional compensation and may affect the project schedule.
2. Assume that the City will provide detailed comments on comment log forms provided by MWH. MWH to provide responses to comments on the same comment logs.
3. MWH is not calculating any quantities or providing any Building Information Modeling (BIM) services.
4. Use City CAD standards.
5. Budget is based on an initial Vault size of 10, high x 12"wide by 10' long
6. Assume two hatches in the Vault roof. One personnel hatch and one equipment hatch.
7. Assume concrete or metal steps provided for access from hatch.
8. Assume matt foundation with no unusual geotechnical conditions (e.g. liquefaction, lateral spreading, etc).
9. Specifications - MWH standard specs will be used.

10. Geotechnical coordination: LOE includes time for providing input to the Geotechnical SOW, reviewing the Geotechnical Report, and coordinating with the Geotechnical Engineer.
11. Soil Conditions / Foundations / Geologic Hazards - LOE assumes competent soil without geologic hazards. No deep foundations required. (see assumption # 7).
12. Kick-off meeting in Everett is optional.
13. All work not identified above is specifically excluded from the Structural SOW and LOE estimate.
14. Estimate does not include engineering effort for other disciplines' (Mech., Elec. I&C, etc.) for supports and details requirements.

The table below provides MWH's drawing count for the Project.

Structural General Notes (Special Inspections and Observations)	2
Structural Standard Details	2
New Vault Plans, Sections and Details	2

### 3. QA/QC REVIEW OF PLANS AND SPECIFICATIONS

- 3.1 MWH will provide general overall QA/QC review for the project, as requested. A total of 40 hrs is budgeted. The scope is limited to the budget available.
- 3.2 MWH will provide general QA/QC review for the overall project as requested, but does not take on responsibility for the design, other than the structural design work.

### 4. ENGINEERING SERVICES DURING BIDDING AND CONSTRUCTION

General Assumptions for Engineering Services During Construction (ESDC):

- 4.1 MWH will provide limited assistance during Bidding, to assist the City with responses to bidder questions or preparation of addenda if requested. A total of 6 hrs is budgeted for the structural engineer. The scope is limited to the budget available.
- 4.2 MWH will provide limited assistance during Construction, to assist the City with review of structural submittals, responses to RFIs, site visits, etc., if requested. A total of 20 hrs is budgeted for the structural engineer. The scope is limited to the budget available.
- 4.3 MWH will provide continued limited project management services during construction phase (as described in Task 1) for an assumed 4 month period.

**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
See Exhibit B-1		

**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**

<b>Type of Expense</b>	<b>Maximum Per Item</b>	<b>Cumulative Maximum</b>
Parking		
Meals		
See Exhibit B-1		

**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

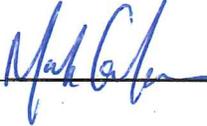
Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  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: MWH Americas, Inc.

Signature:  Printed Name: Mark Graham Title: Washington Area Manager

PF							Date:	
Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	Task 5	Task 17	Task 18	Task 19	Task 20	Total Hours	Cost
		Project Mani						
1 Project Manager	\$ 70.32						21	\$ 1,477
2 General QA/QC Reviewer	\$ 70.32						40	\$ 2,813
3 Structural QA/QC Reviewer	\$ 66.78						13	\$ 868
4 Structural Lead Engineer	\$ 52.23						92	\$ 4,805
5 CAD Designer	\$ 45.32						40	\$ 1,813
6 CAD QC Reviewer	\$ 53.66						5	\$ 268
7 Sr Project Administrator	\$ 34.06						14	\$ 477
8 Project Controls	\$ 36.95						10	\$ 370
9							-	\$ -
10							-	\$ -
11							-	\$ -
12							-	\$ -
13							-	\$ -
14							-	\$ -
15							-	\$ -
16 Staff							-	\$ -
17 Staff							-	\$ -
18 Staff							-	\$ -
19 Staff							-	\$ -
20 Staff							-	\$ -
Total Task Hours		0	0	0	0	0	235	
Subtotal Direct Salary Cost (DSC), \$		0	0	0	0	0		\$ 12,891
Overhead on DSC (Indirect cost) @, %	190.15%	0	0	0	0	0		\$ 24,513
Total Labor Cost, \$		0	0	0	0	0		\$ 37,404
Expenses, \$		Task 5	Task 17	Task 18	Task 19	Task 20		Expenses
		Project Mani						
1 Travel								\$ 165
2 Expense								\$ -
3 Expense								\$ -
4 Expense								\$ -
5 Expense								\$ -
6 Expense								\$ -
7 Expense								\$ -
8 Per Labor Hr. Tech. Charge	\$ 12.10	0	0	0	0	0		\$ 2,844
Total Expenses, \$		0	0	0	0	0		\$ 3,009
<b>TOTAL LABOR AND EXPENSES</b>		0	0	0	0	0		<b>\$ 40,413</b>
Subconsultant Expenses, \$		Task 5	Task 17	Task 18	Task 19	Task 20		Sub Expenses
		Project Mani						
1 Subconsultant								\$0
2 Subconsultant								\$0
3 Subconsultant								\$0
4 Subconsultant								\$0
5 Subconsultant								\$0
6 Subconsultant								\$0
7 Subconsultant								\$0
8 Subconsultant								\$0
<b>TOTAL SUBCONSULTANTS</b>		0	0	0	0	0		<b>\$0</b>
Subconsultant Admin Mark-up, %	12.00%	0	0	0	0	0		\$0
Subtotal Cost by Task		0	0	0	0	0		\$ 40,413
Fee/Profit (as % of Total DSC & Overhead)	12.94%	0	0	0	0	0		\$ 4,840
Next Year's Labor Escalation*	3.00%	0	0	0	0	0		\$ 253
TOTAL ESTIMATED COST AND FEE, \$		Task 5	Task 17	Task 18	Task 19	Task 20		Total
		Project Mani						
		0	0	0	0	0		\$ 45,506

\* Next year's labor escalation was calculated assuming

Enter data in yellow & green shaded

Overall Project Multiplier	<input type="text"/>
Fee/Profit as a % of DSC Only	<input type="text"/>





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY)

9/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Sentry Insurance a Mutual Company		24988
	INSURER C : American Guarantee and Liab. Ins. Co.		26247
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:** 14278863      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input type="checkbox"/> XCU COVERED GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	GLO5415704	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	N	90-17043-08 (AOS) 90-17043-09 (MA) 90-17043-10 (CA)	5/1/2016 5/1/2016 5/1/2016	5/1/2017 5/1/2017 5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC918463701	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-17043-06 (AOS) 90-17043-07 (HI) EXCEPT FOR OH ND WA WY	5/1/2016 5/1/2016	5/1/2017 5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PROJECT NAME 3 LAKES VALVE VAULT STRUCTURAL SUPPORT AND QA/QC. CITY OF EVERETT, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> See Attachments
14278863 CITY OF EVERETT ATTN: RICHARD HEFTI 3200 CEDAR STREET, EVERETT WA 98021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: GLO5415704  
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

---

**Name of Person or Organization:**

ALL ADDITIONAL INSURED(S) OF THE NAMED INSURED AS REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS.

**Location(s) Of Covered Operations:**

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

---

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 04 13

Page 1 of 1

**POLICY NUMBER: GLO5415704**  
**NAMED INSURED: SEE ATTACHED CERTIFICATE**

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
**SCHEDULE**

---

**Name of Person or Organization:**

ALL ADDITIONAL INSUREDS OF THE NAMED INSURED AS REQUIRED IN A  
WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

**Location And Description of Completed Operations:**

ALL LOCATIONS FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S  
ACTIVITIES ONLY.

---

(Information required to complete this Schedule, if not shown above, will be shown in  
the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the  
person(s) or organization(s) shown in the Schedule, but only with respect to liability for  
"bodily injury" or "property damage" caused, in whole or in part, by "your work" at the  
location designated and described in the Schedule of this endorsement performed for  
that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted  
by law; and
2. If coverage provided to the additional insured is required by a contract or agreement,  
the insurance afforded to such additional insured will not be broader than that which you  
are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is  
added to

**Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement,  
the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the  
Declarations.

**POLICY NUMBER:** 90-17043-08 (AOS) , 90-17043-09 (MA) , 90-17043-10 (CA)  
**NAMED INSURED:** SEE ATTACHED CERTIFICATE

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT  
OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form  
Garage Coverage Form  
Truckers Coverage Form

A. Section II. Liability A. Coverage 1. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you are such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, this insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

**CA 80 07 02 06**





EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance closing a special improvement project entitled "SR99/Evergreen Way BRT Project," Fund 303, Program 081, as established by Ordinance No. 3101-08

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

COUNCIL BILL # CB1609-39  
 Originating Department Public Works  
 Contact Person Ryan Sass  
 Phone Number (425) 257-8942  
 FOR AGENDA OF Sept. 28, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President sm

**Location** SR99/Evergreen Way      **Preceding Action** Ordinance No. 3101-08      **Attachments** Proposed Ordinance      **Department(s) Approval** Public Works

Amount Budgeted	\$ 2,170,000	
Expenditure Required	\$ 1,766,052	Account Number(s): PW 3360
Budget Remaining	\$ 403,948	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The SR99/Evergreen Way BRT Project provided for the installation of traffic signal equipment and controls, software, traffic cameras, transit signal priority transponders, and transit signal priority tag readers along the SR99/Evergreen Way corridor to support the Bus Rapid Transit (BRT) route in Everett.

The project cost includes \$1,543,964 for design and construction with a remaining balance transfer of \$222,088; \$148,059 to Fund 425 and \$74,029 to Fund 157 respectively.

The funding sources for this project were:

Federal Grant – CM-0099(104)	\$1,156,052
Fund 425 – Everett Transit	400,000
Fund 157 – Traffic Mitigation	200,000
Fund 119 – Street Improvements	10,000
Total Funds	<u>\$1,766,052</u>

**RECOMMENDATION (Exact action requested of Council):**

Adopt an Ordinance closing a special improvement project entitled, "SR99/Evergreen Way BRT Project," Fund 303, Program 081, as established by Ordinance No. 3101-08.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE closing a special improvement project entitled, "SR99/Evergreen Way BRT Project," Fund 303, Program 081, as established by Ordinance No. 3101-08

**WHEREAS**, the special improvement project entitled "SR99/Evergreen Way BRT Project" Fund 303, Program 081, was established to provide for identified improvements; and

**WHEREAS**, the purpose of the fund has been accomplished; and

**WHEREAS**, there are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received;

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

Section 1:

That the special improvement project entitled "SR99/Evergreen Way BRT Project" Fund 303, Program 081, as established by Ordinance No. 3101-08, be closed.

Section 2:

That the final expenses and revenues for the "SR99/Evergreen Way BRT Project" Fund 303, Program 081, are as follows:

A. Expenses

Design and Construction	\$ 1,543,964
Remaining Balance Transfer – Fund 425	148,059
Remaining Balance Transfer – Fund 157	<u>74,029</u>
Total Expenses	\$ 1,766,052

B. Source of Funds

Federal Grant – CM-0099(104)	\$ 1,156,052
Fund 119 – Street Improvements	10,000
Fund 157 – Traffic Mitigation	200,000
Fund 425 – Everett Transit	<u>400,000</u>

Total Revenues \$ 1,766,052

Section 3:

There are no financial transactions remaining.

---

RAY STEPHANSON, MAYOR

ATTEST:

---

CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance closing a special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements," Fund 303, Program 087, as established by Ordinance No. 3161-09

\_\_\_\_\_ 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

CB 1609-40  
Public Works  
Ryan Sass  
(425) 257-8942  
Sept. 28, 2016

Initialed by:  
 Department Head  
 CAA  
 Council President

\_\_\_\_\_  
  
 \_\_\_\_\_

**Location**

Casino Road and 5<sup>th</sup> Avenue West

**Preceding Action**

Ordinance No. 3161-09

**Attachments**

Proposed Ordinance

**Department(s) Approval**

Public Works

Amount Budgeted	\$ 415,000	
Expenditure Required	\$ 650,740	Account Number(s): PW 3404
Budget Remaining	-0-	
Additional Required	\$ 235,740	

**DETAILED SUMMARY STATEMENT:**

The Horizon Elementary School Walk Route Safety Improvements project constructed enhancements to pedestrian safety on Casino Road and 5<sup>th</sup> Avenue West near Horizon Elementary School.

The improvements included overhead school zone speed signs, radar speed feedback signs, crosswalk safety enhancements, ADA ramps, countdown pedestrian signal displays and improved street illumination. In addition, pedestrian safety educational materials were produced and distributed and the Everett Police Department conducted speed-zone emphasis patrols.

The funding sources for this project were:

State Grant – HLP-SR09(016)	\$ 413,835
Fund 119 – Street Improvements	<u>236,905</u>
Total Revenues	\$ 650,740

**RECOMMENDATION (Exact action requested of Council):**

Adopt an Ordinance closing a special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements," Fund 303, Program 087, as established by Ordinance No. 3161-09.



**ORDINANCE NO.** \_\_\_\_\_

AN ORDINANCE closing a special improvement project entitled, "Horizon Elementary School Walk Route Safety Improvements," Fund 303, Program 087, as established by Ordinance No. 3161-09

**WHEREAS**, the special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements" Fund 303, Program 087, was established to provide identified improvements; and

**WHEREAS**, the purpose of the fund has been accomplished; and

**WHEREAS**, there are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received;

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

Section 1:

That the special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements" Fund 303, Program 087, as established by Ordinance No. 3161-09, be closed.

Section 2:

That the final expenses and revenues for the "Horizon Elementary School Walk Route Safety Improvements" Fund 303, Program 087, are as follows:

A. Expenses

Design and Construction	<u>\$ 650,740</u>
Total Expenses	\$ 650,740

B. Source of Funds

State Grant – HLP-SR09(016)	\$ 413,835
Fund 119 – Street Improvements	<u>236,905</u>
Total Revenues	\$ 650,740

Section 3:

There are no financial transactions remaining.

---

RAY STEPHANSON, MAYOR

ATTEST:

---

CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Ordinance closing the special construction fund entitled "Allen Buick Redevelopment Project" Fund 342, Program 017, as established by Ordinance No. 3207-10

\_\_\_\_\_ Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_ Action  
9/28/16 First Reading  
10/5/16 Second Reading  
10/12/16 Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL #  
 Originating Department  
 Contact Person  
 Phone Number  
 FOR AGENDA OF

OB1609-41  
 Facilities /  
 Real Property  
 Mike Palacios  
 425-257-8938  
 September 28, 2016  
 October 5, 2016  
 October 12, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President \_\_\_\_\_

db  
sm

<b><u>Location</u></b>	<b><u>Preceding Action</u></b>	<b><u>Attachments</u></b>	<b><u>Department(s) Approval</u></b>
3003 Colby Avenue – Southeast corner of Colby Avenue and Wall Street	12/29/10 Funding Ordinance	Closing Ordinance	Administration, Legal, Facilities/Real Property

Amount Budgeted	\$450,000	
Expenditure Required	\$642,527	Account Number(s):
Budget Remaining	\$0	Fund 342, Program 017
Additional Required	\$192,527	

**DETAILED SUMMARY STATEMENT:**

All of the work required for the Allen Buick Redevelopment Project has been completed and the proposed Ordinance will close Fund 342, Program 017.

Work included handling of contaminated soils, the relocation of an underground electrical vault, the removal and relocation of an overhead power feed encroachment and the replacement of a traffic signal pole. The additional \$192,527 in costs was a result of two previously unknown areas of contaminated soils that were discovered during the excavation work for the new Marriott Hotel that was constructed on the site.

**RECOMMENDATION (Exact action requested of Council):**

Adopt the proposed Ordinance closing the special construction fund entitled "Allen Buick Redevelopment Project" Fund 342, Program 017, as established by Ordinance No. 3207-10.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE closing the special construction fund entitled “Allen Buick Redevelopment Project” Fund 342, Program 017, as established by Ordinance No. 3207-10.**

**WHEREAS**, the “Allen Buick Redevelopment Project”, Fund 342, Program 017 was established to provide for the site work necessary for the redevelopment of the city owned property commonly known as the Allen Buick property. This work included the handling of contaminated soils, the relocation of an underground electrical vault, the removal and relocation of an overhead power feed encroachment, and the replacement of a traffic signal pole, and,

**WHEREAS**, the purpose of the fund has been accomplished and,

**WHEREAS**, there are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received;

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

Section 1: That the special construction fund, Fund No. 342, Program 017, “Allen Buick Redevelopment Project” to be closed.

Section 2: That the final revenues and expenses for “Allen Buick Redevelopment Project”, Fund 342, Program 017, are as follows:

REVENUES	
CIP 4	\$642,527
<b>Total</b>	<b>\$642,527</b>

**EXPENSES**

Contaminated Soils	\$492,297
Underground Electrical Vault Relocation	\$138,755
Overhead Power Relocation	\$11,336
Traffic Signal Pole Replacement	<u>\$139</u>
<b>Total</b>	<b>\$642,527</b>

**CITY OF EVERETT**

---

**Ray Stephanson, Mayor**

**Attest:**

---

**Sharon Fuller, City Clerk**

Passed:

Valid:

Published: