

Everett City Council Agenda
6:30 P.M. December 14, 2016
City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: December 7, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

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

(1) Transit Long Range Briefing

(2) Authorize the Mayor to sign Supplemental Agreement No. 2 of the Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for the Grand Avenue Park Bridge design in an amount not to exceed \$287,915.91.

Documents:

[KPFF design.pdf](#)

(3) Authorize the Mayor to sign Supplemental Agreement No. 3 of the Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for the Grand Avenue Park Bridge construction management services in an amount not to exceed \$1,390,791.35.

Documents:

[KPFF construction management.pdf](#)

PROPOSED ACTION ITEMS:

(4) CB 1611-54 -2nd Reading – Adopt the Proposed Ordinance regarding storm water and storm drainage and amending Ordinance No. 3168-10 and 2182-96, as amended. (Chapter 14.28 EMC). (3rd and final reading on 12-21-16)

Documents:

[CB 1611-54.pdf](#)

CONSENT ITEMS:

(5) Adopt Resolution No. ____ authorizing claims against the City of Everett in the

amount of \$1,481,346.23 for the period of November 24, 2016 through December 2, 2016.

Documents:

[res-115.pdf](#)

(6) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of \$3,679,927.10 for the period ending November 26, 2016.

Documents:

[payroll \(2\).pdf](#)

(7) Accept the Senator Henry M. Jackson Park Renovation as complete and Authorize the Mayor to sign the Certificate of Completion and final contract voucher with Faber Construction.

Documents:

[Henry M Jackson-1.pdf](#)

ACTION ITEMS:

(8) CB 1611-48 –3rd and final Reading - Adopt the Proposed Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3512-16.

Documents:

[CB 1611-48.pdf](#)

(9) CB 1611-49–3rd and final Reading - Adopt the Proposed Ordinance adopting the budget for the City of Everett for the year 2017 in the amount of \$535,662,437.

Documents:

[CB 1611-49.pdf](#)

(10) CB 1611-50 - 3rd and final Reading – Adopt the Proposed Ordinance relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended.

Documents:

[CB 1611-50.pdf](#)

(11) CB 1611-51-3rd and final Reading – Adopt the Proposed Ordinance relating to Admissions Tax, amending Ordinance No. 2977 (Chapter 3.20.140 EMC), as amended.

Documents:

[CB 1611-51.pdf](#)

(12) CB 1611-52 - 3rd and final Reading – Adopt the Proposed Ordinance relating to Gambling Tax, amending Ordinance No. 1023-84 (Chapter 3.36.070 EMC), as amended.

Documents:

[CB 1611-52.pdf](#)

(13) CB 1611-53 - 3rd and final Reading – Adopt the Proposed Ordinance establishing the basic salary schedule for employees of the City of Everett for 2017.

Documents:

[CB 1611-53-1.pdf](#)

(14) Authorize the Mayor to sign Amendment No. 2 to the CivicPlus Advantage contract to add Active Directory Domain Services in the amount of \$3,138 including Washington State sales tax.

Documents:

[CivicPlus-2.pdf](#)

(15) Authorize the Mayor to sign a Professional Services Agreement with Forterra NW to continue implementation of a restoration plan for several publicly owned urban forested areas within the City, in an amount not to exceed \$63,000.

Documents:

[Forterra-4.pdf](#)

(16) Reject all bids received on November 15, 2016 and Authorize to Re-Bid the construction of the Water Filtration Plant Operations Building Seismic Retrofit Project.

Documents:

[Filtration Plant-1.pdf](#)

(17) Authorize the Mayor to sign a Grant Rebate Agreement with Puget Sound Energy in the amount of \$24,420.00 including Washington State sales tax.

Documents:

[Puget Sound Energy-1.pdf](#)

Executive Session

Adjourn

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

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

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

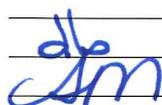
PROJECT TITLE:

Supplemental Agreement No. 2 of the Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for the Grand Avenue Park Bridge Design

12/14/16 Briefing
 Proposed Action
 Consent
 12/21/16 Action
 First Reading
 Second Reading
 Third Reading
 Public Hearing
 Budget Advisory

COUNCIL BILL #
 Originating Department Public Works
 Contact Person Heather Griffin
 Phone Number (425) 257-7206
 FOR AGENDA OF December 14, 2016

Initialed by:
 Department Head
 CAA
 Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
16 th Street from Grand Avenue to West Marine View Drive	12/3/2014 Approved Design Contract 3/23/2016 No Cost Time Extension	Supplemental Agreement No. 2	Public Works

Amount Budgeted	\$14,800,000.00	
Expenditure Required	\$287,915.91	Account Number(s):
Budget Remaining	\$12,390,791.35	WO 3588, Fund 336, Fund 303
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Sewer "M" Sewer System Project in Northwest Everett was designed to separate stormwater from the combined sewer system to address basement flooding. While some separated stormwater would be directed to the Water Pollution Control Facility for treatment, higher flows, especially during extreme events, would be directed to Puget Sound Outfall 3 (PSO3). The existing pipeline to PSO3 is failing along the steep slope west of Grand Avenue.

The utility bridge was chosen as the preferred option for crossing the steep slope, Burlington Northern Santa Fe right-of-way, and State Route 529 for multiple pipeline crossings. The utility bridge is being designed to accommodate four pipeline crossings as well as pedestrians.

KPFF Consulting Engineers was selected to perform engineering design services based on their qualifications. This amendment covers the completion of design services for the bridge and the pipelines.

RECOMMENDATION:

Authorize the Mayor to sign Supplemental Agreement No. 2 of the Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for the Grand Avenue Park Bridge design in an amount not to exceed \$287,915.91.

PROJECT: GRAND AVE PARK BRIDGE
 AGENCY: CITY OF EVERETT, WA
 DATE: NOVEMBER 16, 2016

Supplemental Agreement Number <u>2</u>		Organization and Address KPF Consulting Engineers 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101	
Original Agreement Number 3588		Phone: (206) 622-5822	
Project Number	Execution Date December 22, 2014	Completion Date December 31, 2017	
Project Title Grand Avenue Park (Utility and Pedestrian) Bridge		New Maximum Amount Payable \$ 2,037,881.78	
Description of Work This Supplemental Agreement addresses extra work required by the City for the Grand Avenue Park Bridge design. Additional services include project management, structural design, civil design, permitting, electrical engineering, and geotechnical engineering.			

The Local Agency of the City of Everett
 desires to supplement the agreement entered into with KPF Consulting Engineers
 and executed on December 22, 2014 and identified as Agreement No. 3588

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 See attached Exhibit A for a line item summary of additional scope.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Contract completion date remains December 31, 2017.

III

Section V, PAYMENT, shall be amended as follows:
Increases the original contract value by \$287,915.91.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

Thomas H. Whiteman, P.E.

By: KPF Associate/Project Manager

By: City of Everett

Thomas H. Whiteman 11/30/16

 Consultant Signature

 Approving Authority Signature

 Date

EXHIBIT A
KPFF Consulting Engineers
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2

Classification	Total Hours	X	Rate	=	Cost
Principal	4.00	X	\$62.50	=	\$250.00
Project Manager	704.87	X	\$54.60	=	\$38,485.63
Senior Engineer	567.24	X	\$45.00	=	\$25,525.80
Design Engineer	383.10	X	\$35.77	=	\$13,703.49
CADD Technician	453.08	X	\$39.23	=	\$17,774.33
Project Coordinator	202.00	X	\$28.85	=	\$5,827.70
Administrative	0.00	X	\$20.00	=	\$0.00
	0.00	X		=	\$0.00
	0.00	X		=	\$0.00
DSC Subtotal					\$101,566.94
Overhead (OH) Cost					
OH Rate x DSC of	136.59%	X	\$101,566.94	=	\$138,730.29
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$101,566.94	=	\$30,470.08
Total KPFF Labor Cost					\$270,767.32
Reimbursables					
Mileage	(## Miles x \$0.545/mile)				
Reprographics	(## Sheets x \$X.xx/sheet)				
Subcontract	(Sub Name & Task)				
(Blank)	(Allowance)				
Subtotal					\$0.00
Subconsultant Costs (See Exhibit G)					\$17,148.59
GRAND TOTAL					\$287,915.91

COST ESTIMATE: GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2

November 16, 2016		KPPF Consulting Engineers								KPPF Combined	
GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2		Principal	Project Manager	Senior Engineer	Design Engineer	CADD Technician	Project Coordinator	Administrative	00000	00000	MULTIPLIER:
Item	SCOPE OF WORK	\$62.50	\$54.60	\$45.00	\$35.77	\$39.23	\$28.85	\$20.00	\$0.00	\$0.00	2.6859
1 PROJECT MANAGEMENT											
1.10	Managment of Phase 2		173.2				60				\$29,825
1.20	Issues Related to Project Including Water Quality		40								\$5,822
1.30	Add'l PUD Efforts		24								\$3,493
1.40	Add'l Port Efforts		24								\$3,493
1.50	Add'l Paint, HDG, and Weathering Steel Investigations &		32								\$4,658
1.60	Extension of Management Process Through Aug 2016		173.2								\$25,211
1.70	Extra Effort Learning COE CAD Set Manager & Requirements				40						\$4,183
1.80	Supplement 2 and 3 Development		30				24				\$6,213
Labor Subtotal:		0	496.4	0	0	40	84	0	0	0	\$82,899
Reimbursables:											\$0
2 GEOTECHNICAL ENGINEERING											
2.10	Extra Work - Slope Stability Evaluatons		4								\$582
2.20	Extra Work - Ground Water Monitoring		4								\$582
2.30	Extra Work - Additional Plan and Spec Review		4								\$582
Labor Subtotal:		0	12	0	0	0	0	0	0	0	\$1,747
Reimbursables:											\$0
3 STRUCTURAL ENGINEERING											
3.10	Redesign of Truss From 20' to 16' Wide		32	24	80	40					\$19,349
3.20	Development of Division 1 Specifications for Phases 1 & 2			150			50				\$21,840
3.30	Revising Specs and updating per WSDOT August 2016 revisions			60			20				\$8,736
3.40	Assistance to COE Through Award		45	121	303	329					\$84,482
3.50	Coordination of Phase 2 Spec Final Package		60	20		12	32				\$14,849
				80			16				\$10,828
Labor Subtotal:		0	137	455	383	381	118	0	0	0	\$160,084
Reimbursables:											\$0
4 CIVIL ENGINEERING											
4.10	PSO3 Connection to collect street drainage		4								\$582
	Meeting Attendance & Coordination with CoE		4	4							\$1,062
	Revise design layout and detailing		4	24		8					\$4,298
	Research backflow valve sylems			2							\$240
	Update Specs, Cost Estimate and SD report			8							\$960
4.20	CS piping Revisions to Accommodate PND designs		4								\$582
	Update X-refs and Resolve Utility Conflicts			4		4					\$898
	Revise Profiles to new pipe locations		4	24		8					\$4,298
4.30	Revise SSFM Connection to LS7 bypass port		4								\$582
	Update Plan, Profile and details		2	16		4					\$2,629
4.40	Electrical Vaults and Conduits @ Park & WMVD		1								\$146
	Coordination with CoE & Electrical Designer		6	2							\$1,113
	Revise design layout and detailing		4	24		8					\$4,298
	Update Specs & Cost Estimate		2	4							\$771
4.50	QC Review	4	4								\$1,249
Labor Subtotal:		4	43	112	0	32	0	0	0	0	\$23,708
Reimbursables:											\$0
5 ENVIRONMENTAL & PERMITTING											
5.10	Extra Work - Water Quality Related: Research, dilution analysis, meetings, communications		4								\$582
5.20	Extra Work - Related to Project Spec's related to: permits, hazardours and contaminated materials, const cost est.		4								\$582
Labor Subtotal:		0	8	0	0	0	0	0	0	0	\$1,164
Reimbursables:											\$0
6 ELECTRICAL ENGINEERING											
6.10	Extra Work - Re-design of Park Lighting		4								\$582
6.20	Extra Work - New design for 4" conduits		4								\$582
Labor Subtotal:		0	8	0	0	0	0	0	0	0	\$1,164
Reimbursables:											\$0
Labor Sum:		4	704.87	567.24	383.1	453.08	202	0	0	0	\$270,767
Reimbursable Sum:											\$0
										KPPF Combined SUBTOTAL:	\$270,767

Landau Associates
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2

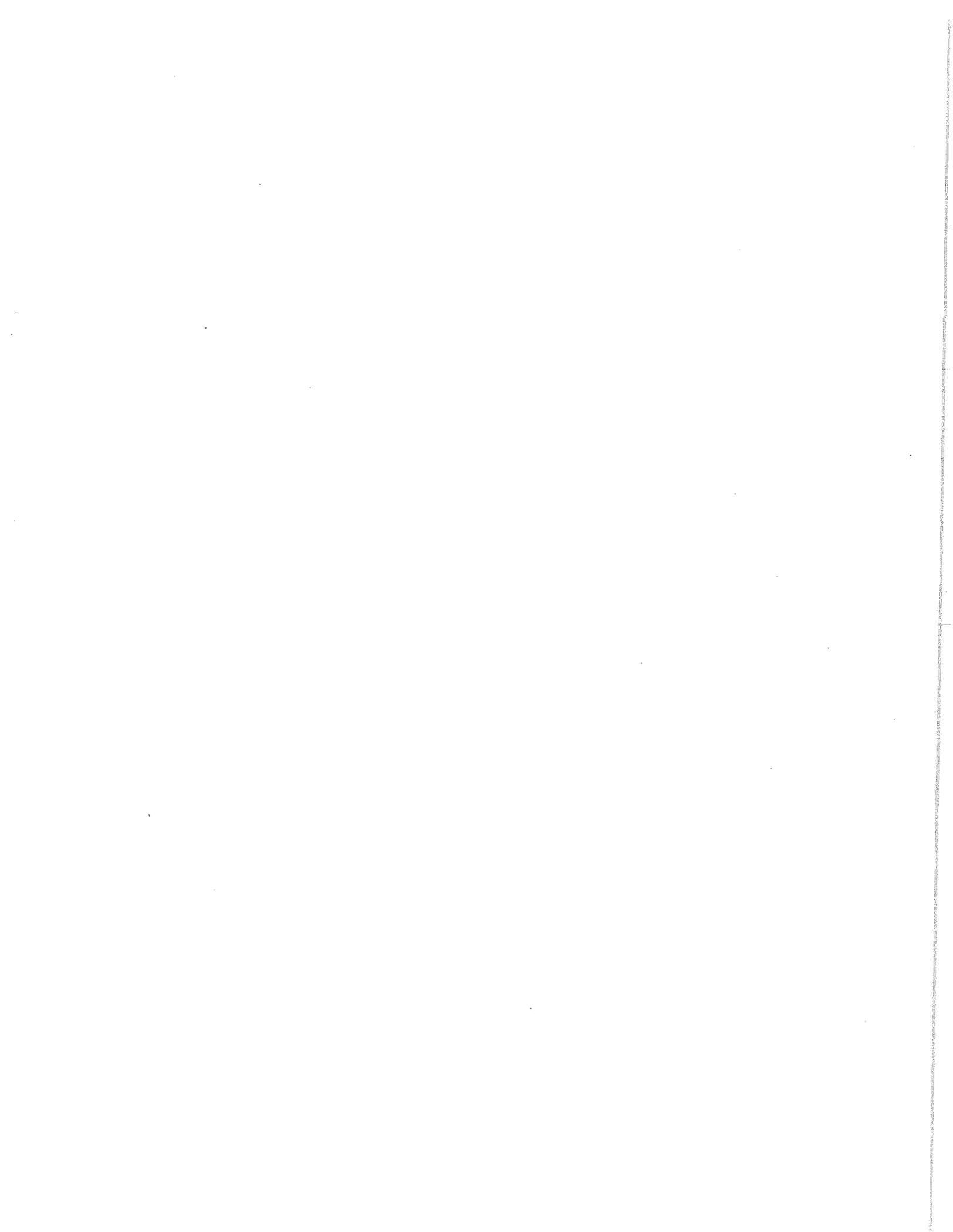
Classification	Total Hours	X	Rate	=	Cost
Principal	2.00	X	\$61.63	=	\$123.26
Senior Associate	16.00	X	\$60.53	=	\$968.48
Associate	12.00	X	\$45.87	=	\$550.44
Senior	4.00	X	\$44.71	=	\$178.84
Project Coordinator	2.00	X	\$32.97	=	\$65.94
	0.00	X	\$0.00	=	\$0.00
	0.00	X	\$0.00	=	\$0.00
	0.00	X	\$0.00	=	\$0.00
DSC Subtotal					\$1,886.96
Overhead (OH) Cost					
OH Rate x DSC of	204.07%	X	\$1,886.96	=	\$3,850.72
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$1,886.96	=	\$566.09
Reimbursables					
Mileage	(## Miles x \$0.565/mile)				
Reprographics	(## Sheets x \$X.xx/sheet)				\$6.38
Subcontract	(Sub Name & Task)				
(Blank)	(Allowance)				
Subtotal					\$6.38
Subconsultant Total:					\$6,310.15

COST ESTIMATE:		GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2			
October 3, 2016		Stantec			Stantec
GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2		Project Manager	Designer	CAD Technician	MULTIPLIER:
Item	SCOPE OF WORK	\$170.00	\$140.00	\$110.00	1.0000
1	PROJECT MANAGEMENT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
2	GEOTECHNICAL ENGINEERING				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
3	STRUCTURAL ENGINEERING				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
4	CIVIL ENGINEERING				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
5	ENVIRONMENTAL & PERMITTING				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
6	ELECTRICAL ENGINEERING				
6.10	Extra Work - Re-design of Park Lighting	6	7	5	\$2,550
6.20	Extra Work - New design for 4" conduits	10	8	6	\$3,480
					\$0
					\$0
	Labor Subtotal:	16	15	11	\$6,030
	Reimbursables:				
	Labor Sum:	16	15	11	\$6,030
	Reimbursable Sum:				\$0
					\$6,030

**HWA
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2**

Classification	Total Hours	X	Rate	=	Cost
Principle IX	2.00	X	\$72.00	=	\$144.00
Principle VIII	9.00	X	\$72.00	=	\$648.00
Geotec Eng VI	7.00	X	\$48.08	=	\$336.56
Geotch Eng IV	6.00	X	\$45.67	=	\$274.02
Geologist	1.00	X	\$35.48	=	\$35.48
Hydrologist	4.00	X	\$34.62	=	\$138.48
CAD	0.00	X	\$22.07	=	\$0.00
Clerical	0.00	X	\$20.82	=	\$0.00
DSC Subtotal					\$1,576.54
Overhead (OH) Cost					
OH Rate x DSC of	175.00%	X	\$1,576.54	=	\$2,758.95
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$1,576.54	=	\$472.96
Reimbursables					
Mileage	(## Miles x \$0.565/mile)				
Reprographics	(## Sheets x \$X.xx/sheet)				
Subcontract	(Sub Name & Task)				
(Blank)	(Allowance)				
Subtotal					\$0.00
Subconsultant Total:					\$4,808.45

COST ESTIMATE:		GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2								
October 3, 2016		HWA Geotechnical							HWA	
GRAND AVENUE PARK BRIDGE - EXTRA WORK SUPPLEMENT # 2		Principle IX	Principle VIII	Geotec Eng VI	Geotech Eng IV	Geologist	Hydrologist	CAD	Clerical	MULTIPLIER:
Item	SCOPE OF WORK	\$72.00	\$72.00	\$48.08	\$45.67	\$35.48	\$34.62	\$22.07	\$20.82	3.0500
1 PROJECT MANAGEMENT										
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
2 GEOTECHNICAL ENGINEERING										
2.10	Extra Work - Slope Stability Evaluatons			1	2					\$425
2.20	Extra Work - Ground Water Monitoring		1		2	1	4			\$1,029
2.30	Extra Work - Additional Plan and Spec Review	2	8	6	2					\$3,354
Labor Subtotal:		2	9	7	6	1	4	0	0	\$4,808
Reimbursables:										
3 STRUCTURAL ENGINEERING										
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
4 CIVIL ENGINEERING										
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
5 ENVIRONMENTAL & PERMITTING										
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
6 ELECTRICAL ENGINEERING										
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Sum:		2	9	7	6	1	4	0	0	\$4,808
Reimbursable Sum:										\$0
							HWA	SUBTOTAL:	\$4,808	



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Supplemental Agreement No. 3 of Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for the Grand Avenue Park Bridge Construction Management

12/14/16 Briefing
 _____ Proposed Action
 12/21/16 Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL #
 Originating Department Public Works
 Contact Person Heather Griffin
 Phone Number 425-257-7206
 FOR AGENDA OF December 14, 2016
December 21, 2016

Initialed by:
 Department Head
 CAA
 Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
16 th Street from Grand Avenue to West Marine View Drive	12/3/2014 Consultant Agreement for Design 3/23/2016 No Cost Time Extension	Supplemental Agreement No. 3	Public Works

Amount Budgeted	\$14,800,000.00	
Expenditure Required	\$1,390,791.35	Account Number(s):
Budget Remaining	\$11,000,000.00	WO 3588, Fund 336, Fund 303
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Grand Avenue Park Bridge design provides for a utility and pedestrian crossing from Grand Avenue Park, over a steep slope, Burlington Northern Santa Fe Railroad tracks, State Route 529 (also known as West Marine View Drive) to the waterfront.

City staff is providing construction inspection for the project. However, additional construction management services are needed to supplement oversight of the construction in accordance with requirements of the project's federal funding. Additional funds are included to provide construction engineering support from the Engineer-of-Record.

RECOMMENDATION:

Authorize the Mayor to sign Supplemental Agreement No. 3 of the Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for the Grand Avenue Park Bridge construction management services in an amount not to exceed \$1,390,791.35.

EXHIBIT A

SCOPE OF WORK Grand Avenue Park Bridge Construction Management and Construction Support SUPPLEMENT 3 November 28, 2016

PROJECT DESCRIPTION

KPFF Consulting Engineers (KPFF) has an agreement with the City of Everett (City) to complete the Plans, Specifications and Cost Estimate (PS&E), and Construction Management (CM) including full Construction Support (CS) services for the Grand Avenue Park Bridge.

The PS&E (design Phases 1 & 2) is complete and was delivered for final WSDOT review in September 2016. Supplement 3 is for the CM and CS (Construction) phase of the project only and addresses the cost of using the KPFF design and construction team to provide CM and CS services through the completion of construction. Construction involves building a combined utility and pedestrian bridge from Grand Ave Park, spanning the BNSF railway right of way and SR 529 (West Marine View Drive) and terminating just west of MVD on Port of Everett right of way. This effort includes the installation of 3 Utility lines extending from Grand Avenue at the north end of Grand Avenue Park to the bridge, across the bridge, down the west Abutment shaft, and then into Marine View Drive (MVD) and finally extending north of the bridge along MVD for about 50 feet, at which point all utility lines will be capped. The utility pipes (CS, SD, and FM) will be connected to extend to PS03 and further along MVD as detailed in a separate construction bid document developed as Phase 2 PS&E. Supplement 3 includes Construction Support for both Phase 1& 2 construction. It does not include CM services for Phase 2 construction

PROJECT OBJECTIVES

This scope of work details Construction Support (CS) and Construction Management (CM) for the construction of the Grand Avenue Park Bridge. CM will be performed in conformance with the common WSDOT Construction Documentation practices for Local Agencies including applicable chapters of the LAG Manual (particularly Chapters 52 and 53), and in conformance with applicable sections of the WSDOT Standard Specifications (M41-10), 2016, and the WSDOT Construction Manual (M41-01.25, April 2016) which provides construction engineering personnel instruction for fulfilling the objectives, procedures, and methods for construction administration of federally funded projects.

CS will be on an as-needed/on-call basis. The need of the work will be established and caused by the Resident Engineer (RE) or the Owner Project Manager (PM) for Construction or a direct agent of either the RE or the Owner PM. The RE or PM will contact the KPFF Project Manager (Tom Whiteman) to request the services. The KPFF Manager will arrange the services with the required design team member(s) and provide direction and schedule as required per the work request.

The scope of work is expected to last approximately 16 months following the Notice to Proceed. The budget allocated may be used for either phase of work as needed based on the actual amount the CM and CS team are caused to work per requests from the CM team, with the City's concurrence.

PROJECT TEAM

This supplement includes effort by the following project team members:

Prime Consultant	KPFF Consulting Engineers (KPFF)
Structural Engineering	KPFF Consulting Engineers (KPFF)
Civil Engineering	KPFF Consulting Engineers (KPFF)
Topographic & Boundary Survey	KPFF Consulting Engineers (KPFF)
Construction Management	KBA, Inc. (KBA)
Geotechnical Engineering	HWA GeoSciences, Inc. (HWA)
Architectural Services	LMN Architects (LMN)
Electrical Engineering	Stantec Consulting Services, Inc. (Stantec)
Landscape Architecture	City of Everett
Environmental Services	Landau Associates (Landau)
Elevator Design	The Greenbusch Group, Inc. (Greenbusch)
Mechanical Design	Tres West Engineers, Inc. (Tres West)
Combined Sewer & Stormwater	HDR, Inc.

SCOPE OF WORK

The following is a scope of work for Construction Management and Construction Support for the construction phase of the project. All services under an on-call/as-needed basis.

PHASE 1: GRAND AVENUE PARK BRIDGE

CM and CS services will consist of the following tasks.

1. PROJECT MANAGEMENT & ADMINISTRATION

KPFF will provide overall project management of the construction management and construction support teams. This effort is anticipated to entail the following:

1.10 – Coordination, Contract Management & Invoicing (assume 6 hours/month)

KPFF will provide the necessary project coordination to facilitate transfer of design intent and data for the benefit of a construction process that is collaborative, provides clarity to the design, resolves questions arising between the contractor the specs and plans and serves to minimize confusion or change orders for the purpose of allowing for the successful and on schedule construction of the bridge and installation of the utility system. This effort involves communication (email and telephone), contract management, scheduling, invoicing, and site visits between the City and the project design team.

Team members will prepare monthly invoices for work completed, which will then be compiled into one invoice and one progress report per month by KPFF to submit to the City.

1.20 – Meetings (assume 1 every 2 months)

This subtask includes an assumption of one to two (1.5 average) meetings per month between the KPFF Project Manager and the City including the city design and construction group, and agents. The PM will travel to Everett for these meetings as necessary.

1.30 – General Client Communications (assume 22 minutes/day)

KPFF will be the main point of contact for communication with the City for the CSS (with the exception of KBA) team. The City Construction Manager and KBA Resident Engineer and Office

Engineer will have direct communications during the normal course of performing their contractual obligations. KBA will communicate to the CSS team through the KPFF PM.

1.40 – General Team Communications and Management (assume 18 minutes/day)

This subtask will include email and phone communications with the CSS team.

2. TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT

KPFF will provide survey services throughout the duration of construction. These services will be provided to the City on an on-call / as-needed basis, as authorized by the City.

3. GEOTECHNICAL ENGINEERING SUPPORT

HWA will provide the following geotechnical services as directed by the City during the construction phase:

3.10 – Geotechnical Construction Engineering

This effort will include one pre-construction meeting, submittal review, construction engineering on an as-needed basis, dewatering rate analysis, and railroad coordination on an as-needed basis.

3.20 – Geotechnical Observation and Associated Field Engineering

For the East Abutment, this effort will include utility excavation and shoring as well as installation of drilled shafts. For the West Abutment, effort includes sheetpile installation, installation of drilled shafts, and utility excavation and shoring. For this subtask, HWA will also install the slope protection system and attend construction meetings.

3.30 – Project Management

In order to fulfill this task, HWA will also require effort for QA, budget tracking, communications, scheduling, and billing.

4. STRUCTURAL ENGINEERING SUPPORT

KPFF will provide structural engineering support as needed by the City. Requested work includes, but is not limited to, the following items:

4.10 – RFI review (assume 150 reviews @ 1.5 hours each)

4.20 – Shop drawing review (assume original 350 drawings @ 0.75 hours each + duplicates @ 25% + re-submittals @ 25%)

4.30 – Site visits (assume 1.5 per month for 14 months)

4.40 – Develop final as-built plans (assume 80/120 sheets @ 2 hour CAD and 2 hour eng/sheet)

4.50 – Respond/participation in technical questions and answers (assume 8 hours/month)

4.60 – Drilled shaft submittal reviews (rebar, pre-con meeting, CSL, construction sequence)

4.70 – Rebar shop drawing review: Tower, East & West abutment, foundations, deck slab, stairs

4.80 – Construction sequence Structural review

4.90 – Engineering reviews required per specs (on-call basis)

5. CIVIL ENGINEERING SUPPORT

KPFF will provide the following civil engineering support as needed/required by the City:

5.10 – Construction meetings

- Preconstruction meeting
- Field observation visits (assume 4) with observation reports
- Update Civil design based on field visits

5.20 – Office time support

- Engineer Shop Drawing review
- Review & approval of RFIs and materials submittals
- Technical engineering support

6. COMBINED SEWER & STORMWATER SUPPORT

There is no Sewer & Stormwater Support needed for this phase of construction.

7. ARCHITECTURE & BRIDGE AESTHETICS SUPPORT

LMN will provide architectural services as needed. LMN will perform shop drawing review and other requested services, including reviews related to the bridge railing and other items as requested by KPFF. These requests will be related to their original design responsibilities, and related to the information depicted in the architecture plans and related specs.

8. ELECTRICAL ENGINEERING SUPPORT

Stantec will provide the following electrical engineering support as needed:

8.10 – Bidding Support

- Answer bidding questions
- Prepare one (1) addendum

8.20 – Constructability Review

- Pre-construction meeting
- Review submittals
- Answer contractor questions/RFIs
- Prepare/Review contract change orders

8.30 – Electrical Construction Support Services

- Construction observation visits (6)
- Lighting focusing review and observation
- Punch list
- Project closeout & record drawings

9. LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT

The City of Everett will provide landscape architectural services for this phase of the project and will therefore not be included in the team fee estimate. Their duties are expected to include review and consultation on all aspects of the work required to construct the landscaping elements as shown in the landscape plans and related specs, and as requested by the KBA resident or office engineer, or the City construction manager.

10. ENVIRONMENTAL SERVICES

Landau will provide the effort for sampling of stockpiled soil from the area of known potential contamination.

11. ELEVATOR DESIGN SUPPORT

Greenbusch will provide the following elevator design support as needed:

11.10 – Project management & administration

11.20 – Bidding Support

- Answer pre-bid questions
- Review substitution requests
- Provide addendum

11.30 – Design services during construction

- Respond to RFIs (assume 8)
- Review shop drawings and submittals; provide written response
- Provide clarifying sketches as may be required (assume 3)
- Review re-submittal of shop drawings and submittals (assume 1 re-review)
- Visit site once during construction to review progress; provide written memo
- Perform punchlist at substantial completion; provide written memo
- Perform final completion back-punch; provide written memo
- Review O&M manual and provide written comments (assume 1 review and 1 re-review)

12. MECHANICAL SUPPORT

Tres West will provide the mechanical construction support as needed.

13. CONSTRUCTION MANAGEMENT SERVICES

KBA will provide CM services for the Grand Avenue Park Bridge. These services will include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below, and in conformance with the common WSDOT Construction Documentation practices for Local Agencies including applicable chapters of the LAG manual (especially Chapters 52 and 53), and in conformance with applicable sections of the WSDOT Standard Specifications (M41-10), 2016, and the WSDOT Construction Manual (M41-01.25, April 2016) which provides construction engineering personnel instruction for fulfilling the objectives, procedures, and methods for construction administration of federally funded projects.

“Contract Documents”, as used in this scope, includes but is not limited to the contract plans, the contract special provisions, GSP’s, amendments, and itemized schedules of quantities.

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and team, including:

1. Develop a plan and provide to Client and Owner for agreement considering best modes and frequency of communication with Client, Owner and Designer, and actively work the plan. Consultant will meet and coordinate with Client weekly to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant’s staff and sub-consultants. Organize and layout work for Consultant Team. Orient City-provided Inspector to Consultant inspection procedures and documentation.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing Consultant Team services provided that month. Prepare and submit reporting required by funding source(s), if any. Consultant will submit invoices for payment of any month by the 5th day of the following month. After the 5th it is most likely the invoice will be assigned to the 2nd month following services provided.

4. Communication on consultant contractual issues will be with the Client. Communication on day-to-day construction activities and issues will be directly between the Consultant and the Owner. The Client will be an active member of the Project team and consulted on design issues, and will be provided with information affecting Project progress.

Deliverables

- Monthly invoices and progress reports

B. Design-phase Constructibility Review

1. **Site Visit.** Accompany Designer on a plans-in-hand site visit to acquaint Consultant with the Project and site.
2. Review of Contract Documents
 - i. Review of 100% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, prior to going to Ad, for consistency between the plans, project specifications, and cost estimate. and conformance with standard WSDOT and Local Agency practices.

Deliverables

- Memo describing conclusions and findings from review of pre-bid Contract Documents.

C. Pre-construction Services

1. Review Contract Documents to familiarize Consultant team with Project requirements.
2. During Bidding period:
 - a. Lead Pre-Bid meeting(s).
 - b. Assist in analyzing bidder questions, as needed.
 - c. Assist Designer in researching and preparing Addenda, as needed.
3. Assist Owner in checking and analyzing bids and bidders.
4. Organize and lead pre-construction conference:
 - a. It is understood that the Owner will prepare and distribute notices.
 - b. Contact Owner and Client for any special requirements
 - c. Prepare agenda.
 - d. Conduct the meeting.
 - e. Prepare and distribute meeting notes to attendees and affected agencies.
5. Provide one set of pre-construction photographs and video of pre-existing conditions of Project site.

Deliverables

- Pre-construction Conference Notice, Agenda, and Notes
- Pre-construction photos, digital files on electronic storage medium
- Videotape or video file on electronic storage medium

D. Construction Phase Services – Contract Administration

1. Liaison with the Owner, Client, construction contractor, Designer, appropriate agencies, property owners, PUD, BNSF and utility companies as necessary to facilitate construction progress.
2. Provide the Client with brief monthly construction progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:

- a. Review construction contractor's schedules weekly for compliance with Contract Documents.
- b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise Owner and Client of schedule changes.
4. Progress Meetings. Lead weekly progress meetings with the construction contractor, including Client pre-briefing. Prepare weekly meeting agenda and meeting notes, and distribute copies to attendees. Track outstanding issues on a weekly basis. Some meetings may be rescheduled or cancelled due to holidays or other reasons. Consultant will notify effected parties at least one week in advance, when possible.
5. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. The Consultant Project Engineer will accept material in accordance with Chapter 9 of the WSDOT Construction Manual.
7. Record of Materials. The Consultant shall perform and document all Material Approval and Acceptance. Review all materials sent for construction for compliance with the specifications, and sign the necessary transmittals. Provide Record of Materials indicating anticipated material approvals, the bid Item and specification reference, material compliance documentation including manufacturers/ fabricator's Certificates of Compliance, applicable Qualified Products List (QPL) codes, other fabrication inspection documentation, visual inspections, rebar order cut sheets and materials testing requirements. Maintain records of material compliance documentation received and advise of any known deficiencies.
 - a. The Consultant will maintain and make use of the most current WSDOT QPL. Client recommends using the WSDOT Transmittal of Manufacturer's Certificate of Compliance – Form 350-572 (or similar but equivalent form).
 - b. As part of the Records of Materials the Consultant will confirm and document conformance to federal and State "Buy America" provisions, per the project General Special Provisions. This provision relates to all products that contain steel or iron and are to be permanently incorporated into the project.
 - c. The Consultant will confirm that the steel fabrication inspection program is set-up and confirm the inspector has the required AISC training per 6-03.3 in the Standard Spec. If the WSDOT Material lab is performing the inspection, the Consultant will confirm they are properly notified and scheduled for the necessary inspections.
8. Prepare weekly statement of working days and distribute to the Owner, Client, and Contractor.
9. Manage RFI (Request for Information) process. Track and review/evaluate, or cause to be reviewed/ evaluated by other appropriate party, RFIs. Manage responses to RFIs.
10. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders. It is understood that the owner will prepare the actual change order document.
11. Monthly Pay Requests. Prepare monthly bid item quantity requests for payment and/or review payment requests submitted by the construction contractor. Review with Owner, Client and construction contractor, and recommend approval, as appropriate.
12. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
13. Prevailing Wage Monitoring:

- a. Monitor Payroll Compliance. Review Statements of Intent to Pay Prevailing Wage against the Contract Document requirements. Collect, record, and check weekly certified payrolls and conduct on-site wage interviews, both at a frequency documented in the CM Plan. The City will perform monitoring of weekly Certified Payrolls, review and tracking of the Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid documents. Consultant field observer will conduct wage rate interviews and address contractor individuals that are not being paid appropriate minimum prevailing wage.
14. Assist the Owner and Client in the investigation of malfunctions or failures during construction.
15. Public Information. Provide information for Owner's Public Works Information & Education Officer to prepare media communications and public notices on Project status. Provide information for Owner and Client's inclusion into a Project website and/or newsletters, if requested.
16. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of updated drawings tracking plan changes, location of discovered anomalies and other items, as encountered by the CM team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
17. Document Control. Establish and maintain document filing and tracking systems, following WSDOT and Local Agency Guidelines (LAG) and meeting funding agency requirements. Collect, organize, and prepare the documentation on the Project.
 - a. One hard copy of files will be kept in the Project field office.

Electronic documentation will be stored in a Project Website, using SharePoint software, managed and hosted by the Consultant. The Client and Owner will be provided with up to two licenses each for their and the construction contractor's use of the SharePoint website during the Project. Consultant will provide one training session each for Owner, Client and construction contractor users of the SharePoint system.
18. Subcontractor Monitoring. Owner will review and approve Contractor submitted Request to Sublet Work forms. Once approved by the Owner, (Keith Alewine) will forward copies to Consultant Resident Engineer, Client and Contractor. The monitoring of monthly Contractor amounts paid to D/WBE subcontractor reports will be performed by Consultant personnel in the field office. If work quality issues arise with work being performed by a DBE subcontractor, or if the projected percentage of work being completed by a DBE subcontractor will not be met, Consultant shall notify the Owner' Project Manager. The annual EEO report due for the month of July (PR-1391 and PR-1392) will be handled by City staff.
19. If there is a Training requirement on the Project the Consultant will collect from the Contractor the Training Plan and submit the plan to WSDOT Local Programs office for review and general acceptance/comment before official approval by Owner. Consultant will interview trainees on site to make sure they are receiving training consistent with the approved Training Plan.
20. Work Performed by the Force Account In accordance with Section 1-09.6 The tracking of Contractor's labor, equipment and materials, when work is being performed by Force Account, will be performed by Consultant's field observer. Consultant's field office staff will review and approve the Contractor provided Project Labor and Project Equipment Lists. Consultant's field office staff will perform the computation of individual force account sheets for all work being performed under all force account bid items.
21. WSDOT/FHWA Project Reviews. The Consultant will make themselves available for WSDOT project reviews and FHWA performance audit. *Note: The FHWA performance audit could be at a time frame several months passed project Final Acceptance.*

22. Project Closeout. Prepare Letters of Substantial (including punch list), Physical, and Final Completion for Owner approval and signature. Prepare final pay estimate and Final Contract Voucher Certification for Owner approval and processing.
23. Final Records. Compile and convey final Project records, transferring to the Owner for archiving at final acceptance of the Project. Records will consist of hard copy originals and electronic records on electronic storage medium.

Deliverables

- Monthly Construction Progress Reports
- Schedule Review Comments
- Meeting Agendas and Notes
- Submittal Log
- Record of Materials
- RFI Log
- Change Order(s)
- Progress Pay Requests and Final Contract Voucher Certification
- Letters of Completion
- Final records – hard copy and electronic
- DBE subcontractor monthly monitoring documentation
- Record Drawings
- Documentation for work performed by Force Account in accordance with Section 1-09.6
- FHWA Audit Review

E. Construction Phase Services – Field - (*Owner and Consultant Staff*)

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Owner, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Immediately or as soon as possible, advise the Owner and Client of any non-conforming work observed during site visits.
3. Consultant field observer to prepare Inspector Daily Reports (IDR's), recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information, including any non-conforming work issues or concerns.
4. Interpret Contract Documents, in coordination with Designer.
5. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor. Summarize during the weekly meetings.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public in accordance with the Owners directives and preferences. Normal communications with general public concerns can be handled by field staff members. For those issues that may arise from a business owner or citizen that could be elevated to the City's Public Works Director or Mayor's Office, or could result in a potential claim issue against the City, then those types of complaints need to be brought to Owner's Construction Manager's or liaison's attention.

7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare field note records and documents to help assure the Project is administered in accordance with funding agency requirements and Contractor payments
9. Attend and actively participate in regular on-site meetings.
10. Take digital photographs during the course of construction in particular to document construction progress and other construction events for purposes of communicating to the Client and Owner about progress, problems, challenges, or non-conformance. Photographs to be labeled and organized as detailed in the CM Plan, and stored logically by date or other means on the SharePoint
11. Punch List. Upon substantial completion of work, coordinate with the Owner, Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Conduct or cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- Inspector Daily Reports with Project photos – submitted on a weekly basis
- Punch List(s)
- Test reports

F. Assumptions

1. Client Contract type is: Washington State DOT Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement (2014).
 - a. Budget: Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for an approximate 16.5 month period, beginning November 2016 through March 2018. This is intended to span the originally planned construction duration of 321 contractor working days, plus time allotted for Project setup and closeout. Contract Plan and Specification conformance review is budgeted to occur in August or September of 2016. Overtime has not been figured into the budget. Overtime must be pre-approved by the Owner prior to work. The approval process will include a budget submitted by the Client.
 - b. The Consultant commits the following Project Staff members for the duration of the bridge construction: Depending on the actual work load, which could result in fewer hours or delays, for purpose of negotiations at this time, the Consultant commits the RE to full time (40 hr per week), OE to 2/3 time, and the FO as on-call. The general duties of the RE, OE, PA, and FO are briefly described below:
 - i. Resident Engineer (RE): Manages all day-to-day construction management activities and serves as the primary representative to the Construction Contractors, Client, and Owner.
 - ii. Office Engineer (OE) The Office Engineer assists the Resident Engineer (RE) in managing day-to-day construction management activities including assessing and advising response to contractor submittals, change control, project coordination, and managing project staff.
 - iii. Inspector (Field Observer FO): Conducts independent third party analysis of the technical conduct of construction, advising the Resident Engineer on matters significant to the successful outcome of the project. This includes daily examination

and analysis of construction work to facilitate compliance with the contract documents and specs, and day-to-day contact with contractors, testing labs, Clients and Owner.

- c. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover such instances as the following, Client and Consultant will negotiate a supplement to this Agreement:
 - i. By Owner's written request, the Consultant is requested to perform additional duties because the contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. If construction slowdown or delays occur and the contractor is not working, then in consultation with the Owner and the Client, Consultant will adjust their level of effort to accommodate an appropriate level of staffing for the necessary duration, as mutually agreed in writing. Any added scope tasks.
 - iv. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent premium for labor will be applied to all night shift hours worked by Consultant's employees. The Owner must pre-approve all night shift work including any negotiated premium prior to the work occurring.
 - d. The budget allocations shown on Exhibit B, are itemized to aid in Project tracking purposes only. The budget may be transferred between tasks or labor classifications, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
 - e. For budgeting purposes, an averaged loaded labor rate for each job classification was used based on averaged direct salary cost (DSC) times a labor multiplier (LM). LM based on averaged overhead rate (audited WSDOT ICR rate) over the Project period. Consultant's DSC rates adjust annually on January 1. Overhead rate adjusts as allowed per Prime Agreement.
 - f. The actual billed amounts for each labor classification will be based on the employee's actual DSC x actual LM and shall not exceed the loaded rate shown for each labor classification.
 - g. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project SharePoint site. Any customization to meet specialized Client requirements will be Extra Work. Consultant standard forms, logs, and process which are used must meet the requirements of WSDOT and FHWA.
2. Items and Services Owner and Client will provide. Items and services will be incorporated into the Contractor's Contract specifications to be provided by the Contractor:
- a. Meeting arrangements and facilities for pre-bid and pre-construction meetings.
 - b. Field office, including:
 - i. workstations (desk, chair, and storage) for three staff
 - ii. dedicated server for the Project, with backup, firewall
 - iii. conference table and chairs
 - iv. landline telephone for each full-time assigned staff [or IP phone system]
 - v. combination printer/copier/scanner machine with these capabilities: 11x17 size, color
 - vi. hi-speed data connection (minimum 2-GB upload speed)
 - vii. miscellaneous office supplies

- viii. utilities and sanitary facilities
 - c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey as required by the Project contract documents and staking that is not already assigned to the construction contractor.
3. Scope:
- a. The SharePoint tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Review of design documents will serve as a check on the conformance with industry standards and consistency of the contract documents between each other such as the plans, quantities, measurement and payment items and specification identification. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, gauges, or fabrication processes; and will not include quantity takeoffs.
 - c. Consultant will provide observation services for the days/hours that it's Field Observer(s) is/are on-site. The Field Observer(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - d. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Owner, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Owner's expectations.
 - e. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation, and reference to the "Inspector" role is synonymous with "Field Observer," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Owner if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
 - f. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Owner and Client immediately for resolution.

- g. The Designer will perform Shop Drawing Reviews for all work in the design plans. The Consultant will forward shop drawings to the Designer / Client. The Client / Designer will distribute the shop drawing to the appropriate member of the design team, and following the review will return the reviewed plans to the Consultant on an agreed schedule. Landscape was designed by the Owner so certain components may require the Owner's review. The Client will distribute these sheets to the Owner as required.
- h. The Designer will review and respond to RFI's, review material certifications, test results and other requests as initiated or caused by the Consultant. The Consultant will send the documents to the Designer for review. In the event that the Consultant performs these reviews it will be for conformance with the design concept and compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- i. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- j. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities, and are not a guarantee of final quantities.
- k. Reviewing and commenting on contractor's schedules is for the purpose of estimating number of days to complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- l. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- m. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- n. Client and Consultant agree to release the receiving party of any liability arising from the readability or compatibility of any transmitted electronic data following 30 days of receipt of the electronic data.
- o. Consultant will not be liable for any damage or theft to the field office premises or utilities provided by Owner, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client or the Owner, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

PHASE 2: WEST MARINE VIEW DRIVE UTILITIES

This phase of construction is based on a 6-month long duration, and consists of the following tasks. Very few hours are projected for these tasks. Work is on an on-call basis.

1. PROJECT MANAGEMENT & ADMINISTRATION

This task will include the following effort, correlating with the Phase 1 Project Management & Administration task under a 6-month period.

1.10 – Coordination, Contract Management & Invoicing (assume 2 hours/month)

1.20 – Meetings (assume 2 total)

1.30 – General Client Communications (assume 1 hour/week)

1.40 – General Team Communications and Management (assume 1 hour/week)

2. TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT

KPFF will provide survey services throughout the duration of construction. These services will be provided to the City on an on-call / as-needed basis, as authorized by the City.

3. GEOTECHNICAL ENGINEERING SUPPORT

HWA will provide the following geotechnical services on an as-needed basis authorized by the City during the construction phase. A total of 55.5 hours have been allocated to Geotechnical Engineering Support.

3.10 – Geotechnical Construction Engineering

This effort may include one pre-construction meeting, possible submittal review, general consultation on an as-needed basis, and dewatering rate review.

3.20 – Geotechnical Observation and Associated Field Engineering

This effort may include a few hours of general consultation.

3.30 – Project Management

In order to fulfill this task, HWA will also require effort for QA, budget tracking, communications, scheduling, and billing.

4. STRUCTURAL ENGINEERING SUPPORT

There is no Structural Engineering Support needed for this phase of construction.

5. CIVIL ENGINEERING SUPPORT

KPFF Civil will provide the following Civil services as needed during the construction phase. A total of 159 hours have been allocated to Civil Engineering Support.

5.10 – Construction Support Ph 2 – Port of Everett

This effort will include (but only required on an as-needed basis) meeting attendance and coordination with the Port of Everett, responses to RFIs, ASIs and submittals, and general communication (emails, phone calls, general consultation). The City will provide work on the punch list visit and report preparation, and preparation of as-built for Civil Engineering Design Elements, though KPFF may provide support as needed.

5.20 – Construction Support Ph 2 – City of Everett

This effort will include meeting attendance and coordination with the City of Everett, response to RFIs, ASIs and submittals, and general communication (emails, phone calls, general consultation). The City will provide work on the punch list visit and report preparation, and preparation of as-built for Civil Engineering Design Elements, though KPFF may provide support as needed.

6. COMBINED SEWER & STORMWATER SUPPORT

HDR will provide the following Sewer & Stormwater services as needed during the construction phase. A total of 28 hours have been allocated for HDR services.

6.10 – Project Invoicing & Controls

6.20 – Site Visits

6.30 – RFIs (4 total)

6.40 – Submittal Reviews

7. ARCHITECTURE & BRIDGE AESTHETICS SUPPORT

There is no Architectural Support needed for this phase of construction.

8. ELECTRICAL ENGINEERING SUPPORT

There is no Electrical Engineering Support needed for this phase of construction.

9. LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT

There is no Landscape Architecture & Irrigation Support needed for this phase of construction.

10. ENVIRONMENTAL SERVICES

Environmental and Permitting support services will be provided on an on-call basis.

11. ELEVATOR DESIGN SUPPORT

There is no Elevator Design Support needed for this phase of construction.

12. MECHANICAL SUPPORT

There is no Mechanical Support needed for this phase of construction.

13. CONSTRUCTION MANAGEMENT SERVICES

There are no Construction Management Services needed for this phase of construction.

EXHIBIT E-1
KPFF Consulting Engineers
CONSULTANT FEE DETERMINATION
SUMMARY OF COST

GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS

PHASES 1 & 2

Classification	Total Hours	X	Rate	=	Cost
Principal	25	X	\$64.43	=	\$1,610.75
Project Manager	732	X	\$67.00	=	\$49,014.23
Senior Engineer / Tech. Specialist	437	X	\$64.43	=	\$28,172.02
Task Lead (Civil)	59	X	\$49.29	=	\$2,908.11
Project Engineer	1481	X	\$35.40	=	\$52,418.55
CADD Technician	198	X	\$39.23	=	\$7,767.54
Project Coordinator	251	X	\$25.50	=	\$6,391.15
Admin	0	X	\$20.00	=	\$0.00
Land Surveyor	57	X	\$40.00	=	\$2,280.00
			DSC Subtotal		\$150,562.35
Overhead (OH) Cost					
OH Rate x DSC of	127.17%	X	\$150,562.35	=	\$191,470.14
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$150,562.35	=	\$45,168.70
			Total KPFF Labor Cost		\$387,201.19
Reimbursables					
Mileage	(2500 Miles x \$0.545/mile)				\$1,362.50
Subcontract	Ott Consultants (on-call)				\$3,000.00
<i>Subtotal</i>					\$4,362.50
Subconsultant Costs (See Exhibit G)					\$999,227.66
GRAND TOTAL:					\$1,390,791.35



COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 1 (assume 16 months)

November 28, 2016		KPF Consulting Engineers									KPFF
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS		Principal	Project Manager	Senior Engineer / Tech. Specialist	Task Lead (Civil)	Project Engineer	CADD Technician	Project Coordinator	Admin	Land Surveyor	MULTIPLIER:
Item	SCOPE OF WORK	\$64.43	\$67.00	\$64.43	\$49.29	\$35.40	\$39.23	\$25.50	\$20.00	\$40.00	2.5717
1	PROJECT MANAGEMENT & ADMINISTRATION										
1.10	Coordination, Contract Management & Invoicing (Assume 6 hr /mo)	8	82					82			\$20,737
1.20	Meetings (Assume 1 per 2 months)		54					16			\$10,423
1.30	General Client Communications (assume 22 min/day)	4	129					65			\$27,133
1.40	General Team communications and management (assume 18 min/day)	4	106					46			\$21,842
	Labor Subtotal:	16	371	0	0	0	0	208	0	0	\$80,135
	Reimbursables:										\$0
2	TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT										
2.10	Survey Construction Support Services									45	\$4,629
	Labor Subtotal:	0	0	0	0	0	0	0	0	45	\$4,629
	Reimbursables:										\$0
3	GEOTECHNICAL ENGINEERING SUPPORT										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
4	STRUCTURAL ENGINEERING SUPPORT										
4.10	RFI Review (assume 150 @ 1.5 hr ea)		38	75		225					\$39,372
4.20	Shop Drawing Review (Assume original 350 dwgs @ .75 hr ea + duplicates @ 25% + re-submittals @ 25%)		66	131		394					\$68,901
4.30	Site Visits (Assume 1.5 per month @ 14 mo)		63	63		126					\$32,765
4.40	Develop Final As-Built Plans (Assume 80/120 sheets @ 2 hr cad and 2 hr eng / sh)		20	40		160	160				\$40,782
4.50	Respond / Participation in Technical Questions & Answers (Assume 8 hr / mo)		64	64		128					\$33,285
4.60	Drilled Shaft Submittal reviews (Rebar, pre-con mtg, CSL, construct sequence)		8	8		42					\$6,528
4.70	Rebar Shop dwg review: tower, e&w abutment, foundations, deck slab, stairs		8	8		42					\$6,528
4.80	Construction Sequence Structural Review		16	24		41					\$10,466
4.90	Engineering Reviews Required per Specs (on-call basis)		16	24		41					\$10,466
	Labor Subtotal:	0	298	437	0	1199	160	0	0	0	\$249,092
	Reimbursables:										\$0
5	CIVIL ENGINEERING SUPPORT										
5.10	Construction Meetings										
5.11	Preconstruction Meeting (1)				2	4					\$618
5.12	Field Observation Visits (4) w/ observation reports				10	20	2	2			\$3,421
5.13	Update Civil Design based on field visits	2			4	12	10	1			\$3,005
5.20	Office Time Support for the following effort										
5.21	Engineer Shop Drawing Review	2			8	26	4	2			\$4,247
5.22	Review & Approval of RFIs and Materials Submittals				8	40	12	2			\$5,997
5.23	Technical Engineering Support	2			8	40	10	2			\$6,127
	Labor Subtotal:	6	0	0	40	142	38	9	0	0	\$23,416
	Reimbursables:										\$0
6	COMBINED SEWER & STORMWATER SUPPORT										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
7	ARCHITECTURE & BRIDGE AESTHETICS SUPPORT										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
8	ELECTRICAL ENGINEERING SUPPORT										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
9	LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
10	ENVIRONMENTAL SERVICES										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
11	ELEVATOR DESIGN SUPPORT										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
12	MECHANICAL SUPPORT										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
13	CONSTRUCTION MANAGEMENT SERVICES										
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:										\$0
	Labor Sum:	22	669	437	40	1341	198	217	0	45	\$357,272
	Reimbursable Sum:										\$0
											\$357,272

KPFF

COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 2 (assume 6 months)

November 28, 2016		KPF Consulting Engineers									KPFF
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT &		Principal	Project Manager	Senior Engineer / Tech. Specialist	Task Lead (Civil)	Project Engineer	CADD Technician	Project Coordinator	Admin	Land Surveyor	MULTIPLIER:
Item	SCOPE OF WORK	\$64.43	\$67.00	\$64.43	\$49.29	\$35.40	\$39.23	\$25.50	\$20.00	\$40.00	2.5717
1 PROJECT MANAGEMENT & ADMINISTRATION											
1.10	Coordination, Contract Management & Invoicing (Assume 2 hr /mo)	3	6					12			\$2,318
1.20	Meetings (Assume 2 total)		10					2			\$1,854
1.30	General Client Communications (assume 1 hour / week)		23					10			\$4,685
1.40	General Team communications and management (assume 1 hour / week)		23					10			\$4,685
Labor Subtotal:		3	63	0	0	0	0	34	0	0	\$13,541
Reimbursables:											\$0
2 TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT											
2.10	Survey Construction Support Services									12	\$1,234
Labor Subtotal:		0	0	0	0	0	0	0	0	12	\$1,234
Reimbursables:											\$0
3 GEOTECHNICAL ENGINEERING SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
4 STRUCTURAL ENGINEERING SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
5 CIVIL ENGINEERING SUPPORT											
5.10	Construction Support Ph 2 - Port of Everett										
5.11	Meeting Attendance (assume 1)				1	5					\$582
5.12	Response to RFI, ASI & Submittals				4	36					\$3,784
5.13	Punch List Visit & Report Preparation (city will do)				1	2					\$309
5.14	Preparation of As-built for Civil Engr Design Elements (city will do)				1	3					\$400
5.15	Emails, phone calls, general consultation				2	8					\$982
5.20	Construction Support Ph 2 - City of Everett										
5.21	Meeting Attendance (assume 2)					10					\$910
5.22	Response to RFI, ASI & Submittals				6	40					\$4,402
5.23	Punch List Attendance (city will do)					3					\$273
5.24	Preparation of As-built for Civil Engr Design Elements (city will do)					3					\$273
5.25	Emails, phone calls, general consultation				4	30					\$3,238
Labor Subtotal:		0	0	0	19	140	0	0	0	0	\$15,154
Reimbursables:											\$0
6 COMBINED SEWER & STORMWATER SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
7 ARCHITECTURE & BRIDGE AESTHETICS SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
8 ELECTRICAL ENGINEERING SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
9 LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
10 ENVIRONMENTAL SERVICES											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
11 ELEVATOR DESIGN SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
12 MECHANICAL SUPPORT											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
13 CONSTRUCTION MANAGEMENT SERVICES											
Labor Subtotal:		0	0	0	0	0	0	0	0	0	\$0
Reimbursables:											\$0
Labor Sum:		3	63	0	19	140	0	34	0	12	\$29,929
Reimbursable Sum:											\$0
										KPFF	\$29,929

EXHIBIT G-1
The Greenbusch Group, Inc.
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS

PHASE 1

Classification	Total Hours	X	Rate	=	Cost
Principal	4	X	\$74.25	=	\$297.00
Sr. Vertical Transportation Specialist	50	X	\$47.60	=	\$2,380.00
Vertical Transportation Specialist	75	X	\$27.10	=	\$2,032.50
CADD	15	X	\$34.00	=	\$510.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
			DSC Subtotal		\$5,219.50
Overhead (OH) Cost					
OH Rate x DSC of	99.44%	X	\$5,219.50	=	\$5,190.27
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$5,219.50	=	\$1,565.85
			Total Greenbusch Labor Cost		\$11,975.62
Reimbursables					
Mileage	(120 Miles x \$0.545/mile)				\$65.40
<i>Subtotal</i>					\$65.40
Subconsultant Total:					\$12,041.02

EXHIBIT G-1
HWA GeoSciences Inc.
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS

PHASES 1 & 2

Classification	Total Hours	X	Rate	=	Cost
Principal IX	13	X	\$82.93	=	\$1,078.09
Principal VIII	4	X	\$74.04	=	\$296.16
Geotech. Engineer VI	185	X	\$52.88	=	\$9,756.36
Hydrogeologist VI	32	X	\$40.00	=	\$1,280.00
Geotech. Engineer III	154	X	\$37.02	=	\$5,701.08
Geotech. Engineer I	128	X	\$32.69	=	\$4,184.32
Geologist V	36	X	\$32.69	=	\$1,176.84
Clerical	38	X	\$21.25	=	\$807.50
DSC Subtotal					\$24,280.35
Overhead (OH) Cost					
OH Rate x DSC of	188.40%	X	\$24,280.35	=	\$45,744.18
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$24,280.35	=	\$7,284.11
Total HWA Labor Cost					\$77,308.63
Reimbursables					
Mileage	(2,377 Miles x \$0.545/mile)				\$ 1,295.47
					<hr/>
					<hr/>
<i>Subtotal</i>					\$1,295.47
Subconsultant Total:					\$78,604.10



COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 1 (assume 16 months)

November 22, 2016		HWA GeoSciences Inc.							HWA	
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS		Principal IX	Principal VIII	Geotech. Engineer VI	Hydrogeologist VI	Geotech. Engineer III	Geotech. Engineer I	Geologist V	Clerical	MULTIPLIER:
Item	SCOPE OF WORK	\$82.93	\$74.04	\$52.88	\$40.00	\$37.02	\$32.69	\$32.69	\$21.25	3.1840
1	PROJECT MANAGEMENT & ADMINISTRATION									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
2	TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
3	GEOTECHNICAL ENGINEERING SUPPORT									
3.10	Geotechnical Construction Engineering									0
3.11	Preconstruction Meeting			6		0	0			\$1,010
3.12	Geotechnical Submittal Review			8		16	8			\$4,066
3.13	Geotechnical Construction Engineering (as needed)	10		20		20				\$8,365
3.14	Dewatering Rate Analysis		4	8						\$5,347
3.15	Geotechnical Railroad Coordination (as needed)			8	8					\$2,366
3.20	Geotechnical Observation and Associated Field Engineering									
3.21	Utility Excavation & Shoring - East Abutment (5 days)			5		10	20			\$4,102
3.22	Installation of Drilled Shafts - East Abutment (6 days)			6		12	24			\$4,923
3.23	Installation of Slope Protection System (10 days)			10		20	4	36		\$8,205
3.24	Sheetpile Installation - West Abutment (5 days)			15		10	20			\$5,786
3.25	Installation of Drilled Shafts - West Abutment (8 days)			8		12	32			\$6,092
3.26	Utility Excavation & Shoring - West Abutment (5 days)			8		10	20			\$4,607
3.27	Construction Meetings (assume 10 meetings)			40						\$6,735
3.30	Project Management									
3.31	QA, Budget Tracking, Communications, Scheduling, Billing			8		32			32	\$7,284
	Labor Subtotal:	10	4	150	32	142	128	36	32	\$68,887
	Reimbursables:									\$1,295
4	STRUCTURAL ENGINEERING SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
5	CIVIL ENGINEERING SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
6	COMBINED SEWER & STORMWATER SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
7	ARCHITECTURE & BRIDGE AESTHETICS SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
8	ELECTRICAL ENGINEERING SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
9	LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
10	ENVIRONMENTAL SERVICES									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
11	ELEVATOR DESIGN SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
12	MECHANICAL SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
13	CONSTRUCTION MANAGEMENT SERVICES									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
	Labor Sum:	10	4	150	32	142	128	36	32	\$68,887
	Reimbursable Sum:									\$1,295
									HWA SUBTOTAL:	\$70,183

COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 2 (assume 6 months)

November 28, 2016		HWA GeoSciences Inc.								HWA
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS		Principal IX	Principal VIII	Geotech. Engineer VI	Hydrogeologist VI	Geotech. Engineer III	Geotech. Engineer I	Geologist V	Clerical	MULTIPLIER:
Item	SCOPE OF WORK	\$82.93	\$74.04	\$52.88	\$40.00	\$37.02	\$32.69	\$32.69	\$21.25	3.1840
1	PROJECT MANAGEMENT & ADMINISTRATION									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
2	TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
3	GEOTECHNICAL ENGINEERING SUPPORT									
3.10	Geotechnical Construction Engineering									
3.11	Preconstruction Meeting (not required)			0		4				\$471
3.12	Geotechnical Submittal Review (on-call)			4		8	0			\$1,616
3.13	Geotechnical Construction Consultation (as needed)	3		16		0				\$3,466
3.14	Dewatering Rate Review (Phase 1 is sufficient)		0	4	0					\$673
3.20	Geotechnical Observation and Associated Field Engineering									
3.21	Utility Excavation & Shoring (City will handle)			4	0	0				\$673
3.22	Installation of Slope Protection System (10 days) (Not required)			0		0		0		\$0
3.23	Sheetpile Installation (Inspectors to handle)			0		0	0			\$0
3.24	Construction Meetings (assume 0 meetings)			4						\$673
3.25										
3.30	Project Management									
3.21	QA, Budget Tracking, Communications, Scheduling, Billing			2.5		0			6	\$827
	Labor Subtotal:	3	0	34.5	0	12	0	0	6	\$8,421
	Reimbursables:									
4	STRUCTURAL ENGINEERING SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
5	CIVIL ENGINEERING SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
6	COMBINED SEWER & STORMWATER SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
7	ARCHITECTURE & BRIDGE AESTHETICS SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
8	ELECTRICAL ENGINEERING SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
9	LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
10	ENVIRONMENTAL SERVICES									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
11	ELEVATOR DESIGN SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
12	MECHANICAL SUPPORT									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
13	CONSTRUCTION MANAGEMENT SERVICES									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
	Labor Sum:	3	0	34.5	0	12	0	0	6	\$8,421
	Reimbursable Sum:									\$0
								HWA	SUBTOTAL:	\$8,421

EXHIBIT G-1

KBA Construction Management & Observation

CONSULTANT FEE DETERMINATION

SUMMARY OF COST

GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS

PHASE 1

Classification	Total Hours	X	Rate	=	Cost
Principal	17	X	\$85.32	=	\$1,450.44
Project Manager	280	X	\$60.35	=	\$16,898.00
Resident Engineer	2832	X	\$60.85	=	\$172,327.20
Office Engineer	1896	X	\$43.70	=	\$82,855.20
Inspector	0	X	\$47.87	=	\$0.00
Project Admin.	0	X	\$92.76	=	\$0.00
Contract Admin.	42	X	\$52.03	=	\$2,185.26
		X		=	\$0.00
			DSC Subtotal		\$275,716.10
Overhead (OH) Cost					
OH Rate x DSC of	140.15%	X	\$275,716.10	=	\$386,416.11
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$275,716.10	=	\$82,714.83
			Total KBA Labor Cost		\$744,847.04
Reimbursables					
Vehicles			(\$5.75/hour + tax)		\$17,668.00
Supplies, Equipment					\$726.00
Subcontract			Materials Testing & Consulting, Inc.		\$85,500.00
					\$103,894.00
	<i>Subtotal</i>				\$103,894.00
Subconsultant Total:					\$848,741.04

EXHIBIT G-1

Landau Associates

CONSULTANT FEE DETERMINATION

SUMMARY OF COST

GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS

PHASES 1 & 2

Classification	Total Hours	X	Rate	=	Cost
Senior Associate	2	X	\$60.53	=	\$121.06
Associate	4	X	\$45.87	=	\$183.48
Senior	0	X	\$44.71	=	\$0.00
Staff/Senior Tech II	16	X	\$27.74	=	\$443.84
Project Coordinator	4	X	\$32.97	=	\$131.88
CAD/GIS Tech	0	X	\$33.08	=	\$0.00
Support Staff	2	X	\$23.43	=	\$46.86
		X		=	\$0.00
DSC Subtotal					\$927.12

Overhead (OH) Cost					
OH Rate x DSC of	204.07%	X	\$927.12	=	\$1,891.97

Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$927.12	=	\$278.14

Total Landau Labor Cost \$3,097.23

Reimbursables		
Mileage	(40 Miles x \$0.545/mile)	\$21.80
Subcontract	ALS Laboratories	\$2,318.00
Field Equipment	(Allowance)	\$122.00
<i>Subtotal</i>		<u>\$2,461.80</u>

Subconsultant Total:	\$5,559.03
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COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 2 (assume 6 months)

November 22, 2016		Landau Associates							Landau
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS		Senior Associate	Associate	Senior	Staff/Senior Tech II	Project Coordinator	CAD/GIS Tech	Support Staff	MULTIPLIER:
Item	SCOPE OF WORK	\$60.53	\$45.87	\$44.71	\$27.74	\$32.97	\$33.08	\$23.43	3.3407
1	PROJECT MANAGEMENT & ADMINISTRATION								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
2	TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
3	GEOTECHNICAL ENGINEERING SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
4	STRUCTURAL ENGINEERING SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
5	CIVIL ENGINEERING SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
6	COMBINED SEWER & STORMWATER SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
7	ARCHITECTURE & BRIDGE AESTHETICS SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
8	ELECTRICAL ENGINEERING SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
9	LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
10	ENVIRONMENTAL SERVICES								
10.10	Sampling of Stockpiled Soil from Area of Known Potential Contamination	1	2		8	2		1	\$1,549
	Labor Subtotal:	1	2	0	8	2	0	1	\$1,549
	Reimbursables:								
11	ELEVATOR DESIGN SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
12	MECHANICAL SUPPORT								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
13	CONSTRUCTION MANAGEMENT SERVICES								
	Labor Subtotal:	0	0	0	0	0	0	0	\$0
	Reimbursables:								
	Labor Sum:	1	2	0	8	2	0	1	\$1,549
	Reimbursable Sum:								\$0
								Landau	\$1,549

COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 1 (assume 16 months)

November 22, 2016		LMN Architects			LMN
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS		Partner	Project Designer	Specs	MULTIPLIER:
Item	SCOPE OF WORK	\$77.88	\$34.86	\$45.91	3.1500
1	PROJECT MANAGEMENT & ADMINISTRATION				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
2	TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
3	GEOTECHNICAL ENGINEERING SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
4	STRUCTURAL ENGINEERING SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
5	CIVIL ENGINEERING SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
6	COMBINED SEWER & STORMWATER SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
7	ARCHITECTURE & BRIDGE AESTHETICS SUPPORT				
7.10	Architctural Construction Support Services	10	120	8	\$16,787
					\$0
					\$0
	Labor Subtotal:	10	120	8	\$16,787
	Reimbursables:				\$164
8	ELECTRICAL ENGINEERING SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
9	LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
10	ENVIRONMENTAL SERVICES				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
11	ELEVATOR DESIGN SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
12	MECHANICAL SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
13	CONSTRUCTION MANAGEMENT SERVICES				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
	Labor Sum:	10	120	8	\$16,787
	Reimbursable Sum:				\$164
					\$16,951

COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 1 (assume 16 months)

November 22, 2016		Stantec Consulting Services Inc.			Stantec
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS		Project Manager	Designer	Production	MULTIPLIER:
Item	SCOPE OF WORK	\$170.00	\$142.00	\$98.00	1.3000
1	PROJECT MANAGEMENT & ADMINISTRATION				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
2	TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
3	GEOTECHNICAL ENGINEERING SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
4	STRUCTURAL ENGINEERING SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
5	CIVIL ENGINEERING SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
6	COMBINED SEWER & STORMWATER SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
7	ARCHITECTURE & BRIDGE AESTHETICS SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
8	ELECTRICAL ENGINEERING SUPPORT				
8.10	Bidding Support				
8.11	Answer Bidding Questions	2			\$442
8.12	Prepare One Addendum	4	2	2	\$1,508
8.20	Constructability Review				
8.21	Attend Pre-Con	4			\$884
8.22	Review Submittals	4	4		\$1,622
8.23	Answer Contractor Questions\RFI	6	6		\$2,434
8.24	Prepare\Review Contract Change Orders	6	6		\$2,434
8.30	Electrical Construction Support Services				
8.31	Construction Observation Visits (6)	12	6		\$3,760
8.32	Lighting Focusing Review and Observation	6			\$1,326
8.33	Punch List	5			\$1,105
8.34	Project Closeout & Record Drawings	2	2	2	\$1,066
	Labor Subtotal:	51	26	4	\$16,580
	Reimbursables:				\$65
9	LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
10	ENVIRONMENTAL SERVICES				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
11	ELEVATOR DESIGN SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
12	MECHANICAL SUPPORT				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
13	CONSTRUCTION MANAGEMENT SERVICES				
	Labor Subtotal:	0	0	0	\$0
	Reimbursables:				
	Labor Sum:	51	26	4	\$16,580
	Reimbursable Sum:				\$65
					\$16,646

EXHIBIT G-1

Tres West Engineers, Inc.

CONSULTANT FEE DETERMINATION

SUMMARY OF COST

GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS

PHASE 1

Classification	Total Hours	X	Rate	=	Cost
Principal	48	X	\$52.00	=	\$2,496.00
Project Manager	40	X	\$39.66	=	\$1,586.40
Designer	40	X	\$30.00	=	\$1,200.00
Administration	24	X	\$27.00	=	\$648.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
			DSC Subtotal		\$5,930.40
Overhead (OH) Cost					
OH Rate x DSC of	121.75%	X	\$5,930.40	=	\$7,220.26
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$5,930.40	=	\$1,779.12
			Total Tres West Engineers Labor Cost		\$14,929.78
Reimbursables					
Mileage	(300 Miles x \$0.545/mile)				\$163.50
<i>Subtotal</i>					\$163.50
Subconsultant Total:					\$15,093.28



EXHIBIT G-1
HDR
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS

PHASE 2

Classification	Total Hours	X	Rate	=	Cost
Principal	0	X	\$92.00	=	\$0.00
Project Manager	12	X	\$89.59	=	\$1,075.08
Engineer	12	X	\$42.00	=	\$504.00
Controller	4	X	\$46.76	=	\$187.04
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
			DSC Subtotal		\$1,766.12
Overhead (OH) Cost					
OH Rate x DSC of	175.35%	X	\$1,766.12	=	\$3,096.89
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$1,766.12	=	\$529.84
			Total HDR Labor Cost		\$5,392.85
Reimbursables					
Mileage	(367 Miles x \$0.545/mile)				\$200.00
<i>Subtotal</i>					\$200.00
Subconsultant Total:					\$5,592.85



COST ESTIMATE: GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT CSS

PHASE 2 (assume 6 months)

November 22, 2016		HDR				HDR
GRAND AVENUE PARK BRIDGE - CONSTRUCTION MANAGEMENT & CSS		Principal	Project Manager	Engineer	Controller	MULTIPLIER:
Item	SCOPE OF WORK	\$92.00	\$89.59	\$42.00	\$46.76	3.0535
1	PROJECT MANAGEMENT & ADMINISTRATION					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
2	TOPOGRAPHIC & BOUNDARY SURVEY SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
3	GEOTECHNICAL ENGINEERING SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
4	STRUCTURAL ENGINEERING SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
5	CIVIL ENGINEERING SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
6	COMBINED SEWER & STORMWATER SUPPORT					
6.10	Project Invoicing & Controls		2		4	\$1,118
6.20	Site Visits		6	0		\$1,641
6.30	RFIs - 4 total		2	4		\$1,060
6.40	Submittal Reviews		2	8		\$1,573
	Labor Subtotal:	0	12	12	4	\$5,393
	Reimbursables:					\$200
7	ARCHITECTURE & BRIDGE AESTHETICS SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
8	ELECTRICAL ENGINEERING SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
9	LANDSCAPE ARCHITECTURE & IRRIGATION SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
10	ENVIRONMENTAL SERVICES					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
11	ELEVATOR DESIGN SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
12	MECHANICAL SUPPORT					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
13	CONSTRUCTION MANAGEMENT SERVICES					
	Labor Subtotal:	0	0	0	0	\$0
	Reimbursables:					
	Labor Sum:	0	12	12	4	\$5,393
	Reimbursable Sum:					\$200
						\$5,593

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance regarding storm water and storm drainage and amending Ordinance No. 3168-10 and 2182-96, as amended (Chapter 14.28 EMC)

<u>12/7/16</u>	Briefing
_____	Proposed Action
_____	Consent
_____	Action
<u>12/7/16</u>	First Reading
<u>12/14/16</u>	Second Reading
<u>12/21/16</u>	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL # CB1611-54
 Originating Department Public Works
 Contact Person Heather Griffin
 Phone Number (425) 257-7206
 FOR AGENDA OF December 7, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Adoption of Ordinance No. 3168-10	Ordinance	Public Works, Legal

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

DETAILED SUMMARY STATEMENT:

The Washington State Department of Ecology and the Phase II National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit require that the City adopt amendments to minimum standards for control of stormwater flow and quality during development, redevelopment and post-development within the City effective December 31, 2016. The NPDES permit also requires the City to make Low Impact Development the preferred and commonly-used approach to site development.

The attached proposed Ordinance would meet these requirements. It also would adopt the most current version of the Washington State Department of Ecology Stormwater Management Manual for Western Washington as the City's Stormwater Management Manual.

RECOMMENDATION:

Adopt an Ordinance regarding storm water and storm drainage and amending Ordinance No. 3168-10 and 2182-96, as amended (Chapter 14.28 EMC).

ORDINANCE NO. _____

AN ORDINANCE regarding storm water and storm drainage and amending Ordinance 3168-10 and 2182-96 as amended (Chapter 14.28 EMC).

WHEREAS, an expanding population and increased development of land, coupled with inadequate drainage controls, has led to drainage and runoff problems; and

WHEREAS, these drainage and runoff problems contribute to increased sedimentation in the ponds, creeks, and streams, thereby degrading water quality; and

WHEREAS, these drainage and runoff problems also contribute to water quality degradation through excessive discharge of nutrients, metals, oil and grease, toxic materials, and other detrimental substances; and

WHEREAS, inadequate surface and subsurface drainage planning and practices lead to erosion and property damage, and risk to life; and

WHEREAS, excess water runoff on streets and highways poses a safety hazard to both lives and property; and

WHEREAS, the City Council finds that future problems could be avoided if developers, both private and public, provide for adequate drainage of their property; and

WHEREAS, the City was issued a Phase II National Pollutant Discharge Elimination System (NPDES) Stormwater Permit (Permit) on January 16, 2015, and the requirements therein include adoption of prescribed minimum standards for control of stormwater flow and quality during development, redevelopment, and post-development; and

WHEREAS, the Permit requires the City to make Low Impact Development (LID) the preferred and commonly-used approach to site development;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

SECTION 1: PURPOSES.

Section 1 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 1 and Ord. 2196-97 § 1 and currently codified at EMC 14.28.010), which reads as follows:

The City Council finds that this Ordinance is necessary in order to promote sound development guidelines and construction procedures which respect and preserve the City's water resources; to minimize water quality degradation and control the sedimentation of creeks, streams, ponds, lakes and other water bodies; to protect property owners adjacent to developing and developed land from increased runoff rates which could cause erosion of abutting property; to protect downstream owners; to preserve and enhance the suitability of waters for contact recreation and fishing; to preserve and enhance the aesthetic quality of the waters; to maintain and protect valuable groundwater resources; to minimize adverse effects of alterations in groundwater quantities, locations, and flow patterns; to provide for the safety of City roads and right of way; to decrease drainage related damage to public and private property; and to comply with requirements in the Phase II National Pollutant Discharge Elimination System Stormwater Permit as issued by the Washington State Department of Ecology.

is hereby amended to read as follows:

The City Council finds that this Ordinance is necessary in order to promote sound development guidelines and construction procedures which respect and preserve the City's water resources; to minimize water quality degradation and control the sedimentation of creeks, streams, ponds, lakes and other water bodies; to protect property owners adjacent to developing and developed land from increased runoff rates which could cause erosion of abutting property; to protect downstream owners; to preserve and enhance the suitability of waters for contact recreation and fishing; to preserve and enhance the aesthetic quality of the waters; to maintain and protect valuable groundwater resources; to minimize adverse effects of alterations in groundwater quantities, locations, and flow patterns; to provide for the safety of City roads and right of way; to decrease drainage related damage to public and private property; to minimize

impervious surfaces, native vegetation loss, and stormwater runoff and make Low Impact Development (LID) the preferred and commonly used approach to new and redevelopment; and to comply with requirements in the Phase II National Pollutant Discharge Elimination System Stormwater Permit as issued by the Washington State Department of Ecology.

SECTION 2: DEFINITIONS.

Section 2 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 2 and Ord. 2196-97 § 2 and currently codified at EMC 14.28.020), which reads as follows:

- (1) “Basin Plan” refers to a detailed analysis for each drainage basin which compares the capabilities and needs for runoff accommodation due to various combinations of development, land use, structural and non-structural management alternates. The plan recommends the form, location and extent of quantity and quality control measures which optimally would meet the legal constraints, water quality standards, and community standards, as well as identifying the institutional and funding requirement for plan implementation.
- (2) “Best Management Practice (BMP) – Shall mean the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington state.
- (3) “City Engineer” shall mean the City Engineer and/or his designee.
- (4) “Critical Area” shall refer to areas that are highly susceptible to erosion or flooding such as steep or bare slopes, potential slides, flood plains, stream banks, drainage channels, silt bars, wetlands, bogs, marshes, and poorly drained areas.
- (5) “Detention Facilities” shall mean facilities designed to hold runoff while gradually releasing it at predetermined maximum rates.

- (6) “Developer” shall mean the owning individual(s) or corporation(s) or their representative applying for the permits or approvals described in Section 3(1) of this ordinance.
- (7) “Drainage Area” shall mean the watershed contributing water runoff to and including the subject property.
- (8) “Effective Impervious Surface” means those impervious surfaces that are connected via sheet flow or discrete conveyance to a drainage system.
- (9) “Environmentally Sensitive Areas” (as defined in the City Zoning Code)- means any of those areas of the City which are subject to natural hazards or those landform features which carry, hold, or purify water and/or support unique, fragile or valuable natural resources including fish, wildlife, and other organisms and their habitat. Sensitive areas include the following features: geologically hazardous areas; wetlands; streams; flood hazard areas; fish and wildlife conservation areas; and ground water discharge areas (EMC 37.040).
- (10) “Impervious Surface” – means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development and causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, or other surfaces which similarly prevent the natural infiltration of stormwater.
- (11) “Native Vegetation” shall mean vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site.
- (12) “New Development” – means the following activities: land disturbing activities, including Class IV general forest practices that are conversions from timber land to other uses structural development, including construction, installation or expansion of a building or

other structure; creation of impervious surfaces; and subdivision and short subdivision, and binding site plans as defined and applied in Chapter 58.17 RCW.

- (13) “Natural Location” of drainage system shall refer to the location of those channels, swales, and other conveyance systems as defined by the topographic contours existing for the subject property, from City of Everett aerial topographic maps dated 4-8-69 and 4-25-71. In cases where the above maps are inconclusive, “natural location”, shall refer to the existing features unless it can be shown from documented maps or photographs that the features have existed less than ten (10) years. In cases of disagreement, the decision of the City Engineer as to “natural location” shall be final.
- (14) “Planned Residential Development” shall mean a land development project comprehensively planned as an entire via a single site plan which permits flexibility in building siting, (lot size, setback lines, etc.), mixture of housing types, useable open space and preservation of sufficient natural feature.
- (15) “Pollutant-generating Impervious Surface (PGIS)” shall mean those impervious surfaces considered to be a significant source of pollutants in stormwater runoff. Such surfaces include those which are subject to: vehicular use; industrial activities; or storage of erodible or leachable materials, wastes, or chemicals, and which receive direct rainfall or the run-on or blow-in of rainfall. Erodible or leachable materials, wastes, or chemicals are those substances which, when exposed to rainfall, measurably alter the physical or chemical characteristics of the rainfall runoff. Examples include erodible soils that are stockpiled, uncovered process wastes, manure, fertilizers, oily substances, ashes, kiln dust, and garbage dumpster leakage. Metal roofs are also considered to be PGIS unless they are coated with an inert, non-leachable material (e.g., baked-on enamel coating).

A surface, whether paved or not, shall be considered subject to vehicular use if it is regularly used by motor vehicles. The following are considered regularly-used surfaces: roads, unvegetated road shoulders, bike lanes within the traveled lane of a roadway,

driveways, parking lots, unfenced fire lanes, vehicular equipment storage yards, and airport runways.

The following are not considered regularly-used surfaces: paved bicycle pathways separated from and not subject to drainage from roads for motor vehicles, fenced fire lanes, and infrequently used maintenance access roads.

- (16) "Pollutant-generating Pervious Surface" shall mean any non-impervious surface subject to use of pesticides and fertilizers or loss of soil. Typical PGPSs include lawns, landscape areas, golf courses, parks, cemeteries, and sports fields.
- (17) "Project Site" shall mean that portion of a property, properties, or right-of-way subject to land disturbing activities, new impervious surface, or replaced impervious surface.
- (18) "Receiving Bodies of Water" shall mean all water courses including creeks, streams, lakes, and other bodies of water into which waters are directed, either naturally, in manmade ditches, or in closed conduit systems.
- (19) "Redevelopment" shall mean a site that is already substantially developed (i.e., has 35% or more of existing impervious surface coverage), the creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of impervious surface that is not part of a routine maintenance activity; and land disturbing activities.
- (20) "Retention Facilities" shall mean facilities designed to hold water for a considerable length of time and then consume it by evaporation, plant transpiration, or infiltration into the soil.
- (21) "Runoff Control Facilities" shall mean any facility installed or constructed in conjunction with a drainage plan for the purpose of treatment or abatement of urban storm water runoff, excluding retention or detention facilities.

- (22) “Site” shall mean the area defined by the legal boundaries of a parcel or parcels of land that is (are) _ subject to new development or redevelopment. For road projects, the length of the project and the right-of-way boundaries define the site.
- (23) “Stormwater Management Manual” shall mean the manual of technical and administrative procedures established by the City Engineer which delineates methods to be used, the level of analysis required, and other details for implementation of the provisions of this ordinance.
- (24) “Stormwater Site Plan” shall mean the comprehensive report containing all of the technical information and analysis necessary for the City to evaluate a proposed new development or redevelopment for compliance stormwater requirements.
- (25) “Subject Property” shall mean the tract of land which is the subject of the permit and/or approval action, as defined by the full legal description of all parcels involved in the proposed development.
- (26) “Threshold Discharge Area” shall mean an onsite area draining to a single natural discharge location or multiple natural discharge locations that combine within one-quarter mile downstream (as determined by the shortest flowpath).

is hereby amended to read as follows:

- (1) “Basin Plan” refers to a detailed analysis for each drainage basin which compares the capabilities and needs for runoff accommodation due to various combinations of development, land use, structural and non-structural management alternates. The plan recommends the form, location and extent of quantity and quality control measures which optimally would meet the legal constraints, water quality standards, and community standards, as well as identifying the institutional and funding requirement for plan implementation.

(2) “Best Management Practice (BMP) – Shall mean the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington state.

(3) “City Engineer” shall mean the City Engineer and/or his designee.

(4) “Commercial Agriculture” shall mean those activities conducted on lands defined in RCW 84.34.020(2) and activities involved in the production of crops or livestock or commercial trade. An activity ceases to be considered commercial agriculture when the area on which it is conducted is proposed for conversion to a nonagricultural use or has lain idle for more than five years, unless the idle land is registered in a federal or state soils conservation program, or unless the activity is maintenance or irrigation ditches, laterals, canals, or drainage ditches related to an existing and ongoing agricultural activity.

(5) “Converted vegetation (areas)” shall mean the surfaces on a project site where native vegetation, pasture, scrub/shrub, or unmaintained non-native vegetation (e.g., Himalayan blackberry, Scotch Broom) are converted to lawn or landscaped areas, or where native vegetation is converted to pasture.

(46) “Critical Area” shall refer to areas that are highly susceptible to erosion or flooding such as steep or bare slopes, potential slides, flood plains, stream banks, drainage channels, silt bars, wetlands, bogs, marshes, and poorly drained areas.

(57) “Detention Facilities” shall mean facilities designed to hold runoff while gradually releasing it at predetermined maximum rates.

(86) “Developer” shall mean the owning individual(s) or corporation(s) or their representative applying for the permits or approvals described in Section 3(1) of this ordinance.

(97) “Drainage Area” shall mean the watershed or geologic and hydrologic subunits thereof that contribute stormwater runoff to and including the subject property.

(810) “Effective Impervious Surface” means those impervious surfaces that are connected via sheet flow or discrete conveyance to a drainage system.

(911) “Environmentally Sensitive Areas” (as defined in the City Zoning Code)- means any of those areas of the City which are subject to natural hazards or those landform features which carry, hold, or purify water and/or support unique, fragile or valuable natural resources including fish, wildlife, and other organisms and their habitat. Sensitive areas include the following features: geologically hazardous areas; wetlands; streams; flood hazard areas; fish and wildlife conservation areas; and ground water discharge areas (EMC 37.040).

(12) “Hard Surface” shall mean an impervious surface, permeable pavement, or a vegetated roof.

(1013) “Impervious Surface” – means a non-vegetated ~~hard~~ surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development and causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development.

Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, or other surfaces which similarly prevent the natural infiltration of stormwater.

(14) “Land Disturbing Activity” shall mean any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling, and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land-disturbing activity.

Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

(15) “Low Impact Development (LID)” shall mean a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

(16) “LID Best Management Practices” shall mean distributed stormwater management practices, integrated into a project design, that emphasizes pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, and water re-use.

(17) “LID Principles” shall mean land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

(18) “Maintenance” includes repair and maintenance activities conducted on currently serviceable structures, facilities, and equipment that involves no expansion or use beyond that previously existing and results in no significant adverse hydrologic impact. It includes those usual activities taken to prevent decline, lapse, or cessation in the use of structures and systems. Those usual activities may include replacement of dysfunctional facilities, including cases where environmental permits require replacing an existing structure with a different type structure, as long as the functioning characteristics of the original structure are not changed. One example is the replacement of a collapsed, fish blocking, round culvert with a new box culvert under the same span, or width of roadway. In regard to stormwater facilities, maintenance includes assessment to ensure ongoing proper operation, removal of built up pollutants (i.e. sediments), replacement of failed or failing treatment

media, and other actions taken to correct defects as identified in the maintenance standards of the City's stormwater management manual.

~~(H19)~~ “Native Vegetation” shall mean vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site.

~~(H20)~~ “Natural Location” of drainage system shall refer to the location of those channels, swales, and other conveyance systems as defined by the topographic contours existing for the subject property, from City of Everett aerial topographic maps dated 4-8-69 and 4-25-71. In cases where the above maps are inconclusive, “natural location”, shall refer to the existing features unless it can be shown from documented maps or photographs that the features have existed less than ten (10) years. In cases of disagreement, the decision of the City Engineer as to “natural location” shall be final.

~~(H21)~~ “New Development” – means the following activities: land disturbing activities, including Class IV general forest practices that are conversions from timber land to other uses structural development, including construction, installation or expansion of a building or other structure; creation of ~~impervious~~hard surfaces; and subdivision, ~~and~~ short subdivision, and binding site plans as defined and applied in Chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development.

(22) “Permeable Pavement” shall mean pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

(23) “Pervious Surface” shall mean any surface material that allows stormwater to infiltrate into the ground.

(24) “Pollution-generating hard surface (PGHS)” shall mean those hard surfaces considered to be a significant source of pollutants in stormwater runoff. See the listing of surfaces under pollution-generating impervious surface.

(1425) “Planned Residential Development” shall mean a land development project comprehensively planned as an entire via a single site plan which permits flexibility in building siting, (lot size, setback lines, etc.), mixture of housing types, useable open space and preservation of sufficient natural feature.

(1526) “Pollutant-generating Impervious Surface (PGIS)” shall mean those impervious surfaces considered to be a significant source of pollutants in stormwater runoff. Such surfaces include those which are subject to: vehicular use; industrial activities (as defined in the City’s stormwater management manual); ~~or~~ storage of erodible or leachable materials, wastes, or chemicals, and which receive direct rainfall or the run-on or blow-in of rainfall; metal roofs unless they are coated with an inert, non-leachable material (e.g., baked on enamel coating); or roofs that are subject to venting significant amounts of dusts, mists, or fumes from manufacturing, commercial, or other indoor activities. ~~Erodible or leachable materials, wastes, or chemicals are those substances which, when exposed to rainfall, measurably alter the physical or chemical characteristics of the rainfall runoff. Examples include erodible soils that are stockpiled, uncovered process wastes, manure, fertilizers, oily substances, ashes, kiln dust, and garbage dumpster leakage. Metal roofs are also considered to be PGIS unless they are coated with an inert, non-leachable material (e.g., baked on enamel coating).~~

~~A surface, whether paved or not, shall be considered subject to vehicular use if it is regularly used by motor vehicles. The following are considered regularly used surfaces: roads, unvegetated road shoulders, bike lanes within the traveled lane of a roadway, driveways, parking lots, unfenced fire lanes, vehicular equipment storage yards, and airport runways.~~

~~The following are not considered regularly used surfaces: paved bicycle pathways separated from and not subject to drainage from roads for motor vehicles, fenced fire lanes, and infrequently used maintenance access roads.~~

(27) “Pollutant-generating Pervious Surface” (PGPS) shall mean any non-impervious surface subject to vehicular use, industrial activities (as further defined in the City’s stormwater management manual); or storage of erodible or leachable materials, wastes, or chemicals, and that receive direct rainfall or run-on or blow-in of rainfall, use of pesticides and fertilizers, or loss of soil. Typical PGPS include permeable pavement subject to vehicular use, lawns, and landscaped areas including: golf courses, parks, cemeteries, and sports fields (natural and artificial turf).

~~(16) “Pollutant-generating Pervious Surface” shall mean any non-impervious surface subject to use of pesticides and fertilizers or loss of soil. Typical PGPSs include lawns, landscape areas, golf courses, parks, cemeteries, and sports fields.~~

(28) “Pre-developed condition” shall mean the native vegetation and soils that existed at a site prior to the influence of Euro-American settlement. The pre-developed condition shall be assumed to be a forested land cover.

~~(1729) “Project Site” shall mean that portion of a property, properties, or right-of-way subject to land disturbing activities, new impervious surface, or replaced impervious surface.~~

~~(18) “Receiving Bodies of Water” shall mean all water courses including creeks, streams, lakes, and other bodies of water into which waters are directed, either naturally, in manmade ditches, or in closed-conduit systems.~~

(30) “Receiving waterbody or Receiving waters” shall mean bodies of water or surface water systems to which surface runoff is discharged via a point source of stormwater or via sheet flow. Ground water to which surface runoff is directed by infiltration.

~~(1931) “Redevelopment” shall mean on a site that is already substantially developed (i.e., has 35% or more of existing hardimpervious surface coverage), the creation or addition of hardimpervious surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a~~

building or other structure; replacement of hardimpervious surface that is not part of a routine maintenance activity; and land disturbing activities.

(32) “Replaced hard surface” shall mean, for structures, the removal and replacement of hard surfaces down to the foundation. For other hard surfaces, the removal down to bare soil or base course and replacement.

(33) “Replaced impervious surface” shall mean for structures, the removal and replacement of impervious surfaces down to the foundation. For other impervious surfaces, the removal down to bare soil or base course and development.

(2034) “Retention Facilities” shall mean facilities designed to hold water for a considerable length of time and then consume it by evaporation, plant transpiration, or infiltration into the soil.

(2135) “Runoff Control Facilities” shall mean any facility installed or constructed in conjunction with a drainage plan for the purpose of treatment or abatement of urban storm water runoff, excluding retention or detention facilities.

(2236) “Site” shall mean the area defined by the legal boundaries of a parcel or parcels of land that is (are) subject to new development or redevelopment. For road projects, the length of the project and the right-of-way boundaries define the site.

(2337) “Stormwater Management Manual” shall mean the most current Washington State Department of Ecology Stormwater Management Manual for Western Washington, along with any technical and administrative procedures established by the City Engineer which provide details for implementation of the provisions of this chapter. ~~manual of technical and administrative procedures established by the City Engineer which delineates methods to be used, the level of analysis required, and other details for implementation of the provisions of this ordinance.~~

(2438) “Stormwater Site Plan” shall mean the comprehensive report containing all of the technical information and analysis necessary for the City to evaluate a proposed new development or redevelopment for compliance with stormwater requirements.

(2539) “Subject Property” shall mean the tract or tracts of land which is the subject of the permit and/or approval action, as defined by the full legal description of all parcels involved in the proposed development.

(2640) “Threshold Discharge Area” shall mean an onsite area draining to a single natural discharge location or multiple natural discharge locations that combine within one-quarter mile downstream (as determined by the shortest flowpath).

(41) “Vehicular Use” shall mean regular use of an impervious or pervious surface by motor vehicles. The following are subject to regular vehicular use: roads, un-vegetated road shoulders, bike lanes within the traveled land of a roadway, driveways, parking lots, unrestricted access fire lanes, vehicular equipment storage yards, and airport runways.

The following are not considered subject to regular vehicular use: paved bicycle pathways separated from and not subject to drainage from roads for motor vehicles, restricted access fire lanes, and infrequently used maintenance access roads.

(42) “Wetlands” shall those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but no limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the conversion of wetlands.

SECTION 3: NEW DEVELOPMENT AND REDEVELOPMENT - APPLICABILITY

Section 3 of Ordinance 3168-10 (currently codified at EMC 14.28.030 through EMC 14.28.080), which reads as follows:

(1) NEW DEVELOPMENT AND REDEVELOPMENT- APPLICABILITY

- A. All new development and redevelopment shall comply with Minimum Requirements #2.
- B. The following new development and redevelopment shall comply with Minimum Requirements #1 through #5 for the new and replaced impervious surfaces and the land disturbed:
 - (a) Creates or adds 2,000 square feet or greater of new, replaced, or total of new plus replaced impervious surface area, or
 - (b) Has land disturbing activity of 7,000 square feet or greater.
- C. The following new development and redevelopment shall also comply with Minimum Requirement #6 for the new and replaced pollutant generating impervious surfaces:
 - (a) Creates or adds 5,000 square feet or greater of new, replaced, or total of new plus replaced impervious surface area.
- D. The following new development and redevelopment shall also comply with Minimum Requirements #7 through #9 for the new impervious surfaces and the converted pervious surfaces:
 - (a) Creates or adds 5,000 square feet or more of new impervious surfaces, or
 - (b) Converts $\frac{3}{4}$ acres, or more, of native vegetation to lawn or landscaped areas, or
 - (c) Converts 2.5 acres, or more, of native vegetation to pasture.

(2) ADDITIONAL REQUIREMENTS FOR REDEVELOPMENT SITES

A. For redevelopment projects that disturb an acre or more of land, or that are part of a larger common plan of development or sale that disturbs an acre or more of land, the following additional requirements apply:

(a) Road related redevelopment projects shall meet all the Minimum Requirements for the replaced and new impervious surfaces (including pavement, shoulders, curbs, and sidewalks) if the new impervious surfaces total 5,000 square feet or more and total 50% or more of the existing impervious surface within the project limits. The project limits shall be defined as the length of the project and the width of the right-of-way.

(b) Other types of redevelopment projects shall comply with all the Minimum Requirements for the replaced and new and impervious surfaces if the total of the new plus replaced impervious surface is 5,000 square feet or more and the valuation of the proposed improvements – including interior improvements – exceeds 50% of the assessed value of the existing site improvements.

(3) EXEMPTIONS

A. **Forest practices:** Forest practices regulated under Title 222 WAC, except for Class IV General Forest practices that are conversions from timber land to other uses, are exempt from the provisions of the minimum requirements.

B. **Commercial agriculture:** Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timber land to agriculture, and the construction of impervious surfaces are not exempt.

C. **Oil and Gas Field Activities or Operations:** Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain Best Management Practices to minimize erosion and control

sediment during and after construction activities to help ensure protection of surface water quality during storm events.

D. Road Maintenance:

1. The following road maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regarding drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.
2. The following road maintenance practices are considered redevelopment, and therefore are not categorically exempt. The extent to which the minimum technical requirements apply is explained for each circumstance.
 - (a) Removing and replacing a paved surface to base course or lower, or repairing the roadway base: If impervious surfaces are not expanded, Minimum Requirements #1-#5 apply. However, in most cases, only Minimum Requirement #2, Construction Stormwater Pollution Prevention, will be applicable. Where appropriate, project proponents are encouraged to look for opportunities to use permeable and porous pavements.
 - (b) Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders: These are considered new impervious surfaces and are subject to the minimum requirements that are triggered when the thresholds identified for redevelopment projects are met.
 - (c) Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment (“chip seal”) to asphalt or concrete: these are considered new impervious surfaces and are subject to the minimum requirements that are

triggered when the thresholds identified for redevelopment projects are met.

- E. **Underground utility projects:** Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to Minimum Requirement #2, Construction Stormwater Pollution Prevention.

(4) MINIMUM TECHNICAL REQUIREMENTS

- A. Minimum Requirement #1: Stormwater Site Plan Preparation

A Stormwater Site Plan (SSP) shall be prepared for City review and approval. Stormwater Site Plans shall be prepared in accordance with the City's Stormwater Management Manual.

- B. Minimum Requirement #2: Construction Stormwater Pollution Prevention

All new development and redevelopment projects are responsible for preventing erosion and discharge of sediment and other pollutants into receiving waters. Construction Stormwater Pollution Prevention shall be provided in accordance with the City's Stormwater Management Manual.

- C. Minimum Requirement #3: Source Control of Pollution

All known, available and reasonable source control BMPs shall be applied to the project site. Source control BMPs shall be selected, designed, and maintained according to Volume IV of the City's Stormwater Management Manual.

- D. Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls

Natural drainage patterns shall be maintained, and discharges from the project site shall occur at the natural location, to the maximum extent practicable. The manner by which runoff is discharged from the project site must not cause a significant adverse impact to downstream receiving waters and/or down-gradient properties.

- E. Minimum Requirement #5: On-Site Stormwater Management

On-site stormwater management BMPs shall be provided to infiltrate, retain, and disperse stormwater runoff on site to the maximum extent feasible without causing flooding or erosion impacts. On-site stormwater management shall be provided in accordance with the City of Everett's Stormwater Management Manual.

F. Minimum Requirement #6: Runoff Treatment

The following projects require design and construction of stormwater treatment facilities in accordance with the City's Stormwater Management Manual:

- (a) Projects in which the total of effective, new and/or replaced pollution-generating impervious surface (PGIS) is 5,000 square feet or more in a threshold discharge area of the project, or
- (b) Projects in which the total of new pollution-generating pervious surfaces (PGPS) is three-fourths of an acre or more in a threshold discharge area, and from which there is a surface discharge in a natural or man-made conveyance system from the site.

That portion of any development project in which the above PGIS or PGPS thresholds are not exceeded in a threshold discharge area shall have onsite stormwater management BMPs in accordance with Minimum Requirement #5.

G. Minimum Requirement #7: Flow Control

The following projects that discharge stormwater directly or indirectly through a conveyance system into a fresh water require construction of flow control facilities and/or land use management BMPs in accordance with the City of Everett's Stormwater Management Manual.

- (a) Projects in which the total of effective impervious surfaces is 5,000 square feet or more in a threshold discharge area
- (b) Projects that convert three-fourths of an acre or more of native vegetation to lawn or landscape, or convert 2.5 acres or more of native vegetation to pasture in a threshold discharge area,

and from which there is a surface discharge in a natural or man-made conveyance system from the site.

- (c) Projects that through a combination of effective impervious surfaces and converted pervious surfaces cause a 0.1 cubic feet per second increase in the 100-year flow frequency from a threshold discharge area.

That portion of any project in which the above thresholds are not exceeded in a threshold discharge area shall have onsite stormwater management BMPs in accordance with Minimum Requirement #5.

H. Minimum Requirement #8: Wetlands Protection

Projects that discharge stormwater into a wetland, either directly or indirectly through a conveyance system, shall do so in accordance with the City of Everett Stormwater Management Manual.

I. Minimum Requirement #9: Operation and Maintenance

A Maintenance Plan is required for all stormwater facilities and BMPs designed and constructed in accordance with this ordinance. The Maintenance Plan shall be developed in accordance with the City of Everett Stormwater Management Manual.

(5) ADJUSTMENTS

Adjustments to the Minimum Requirements may be granted by the City provided the applicant prepares and the City approves a written finding of fact that addresses the following:

- A. The adjustment provided substantially equivalent environmental protection.
- B. Based on sound Engineering practices, the objectives of safety, function, environmental protection and facility maintenance, are met.

(6) EXEMPTIONS

- A. Exceptions/variances (exceptions) to the Minimum Requirements may be granted following legal public notice of an application for an exception or variance, legal public notice of the City's decision on the application, and written findings of fact that documents the City's determination to grant an exception.
- B. The City may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. For the City to determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the project applicant must consider and document with written findings of fact the following:
 - (a) The current (pre-project) use of the site, and
 - (b) How the application of the minimum requirements(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the Minimum Requirements; and
 - (c) The possible remaining uses of the site if the exception were not granted; and
 - (d) The uses of the site would have been allowed prior to the adoption of the Minimum Requirements; and
 - (e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the Minimum Requirements; and
 - (f) The feasibility for the owner to alter the project to apply the Minimum Requirements.
- C. In addition any exception must meet the following criteria:
 - (a) The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and

- (b) The exception is the least possible exception that could be granted to comply with the intent of the Minimum Requirements.

is hereby amended to read as follows:

(1) NEW DEVELOPMENT ~~AND REDEVELOPMENT~~- APPLICABILITY

- A. All new development ~~and redevelopment~~ shall be required to comply with Minimum Requirements #2.
- B. The following new development ~~and redevelopment~~ shall comply with Minimum Requirements #1 through #5 for the new and replaced hard impervious surfaces and the land disturbed:
- (a) ~~Creates or adds~~ Results in 2,000 square feet, or greater, ~~of new, replaced, or total~~ of new plus replaced impervious hard surface area, or
- (b) Has land disturbing activity of 7,000 square feet or greater.
- C. The following new development ~~and redevelopment~~ shall ~~also~~ comply with Minimum Requirement ~~#1-96~~ for the new and replaced pollutant generating hard impervious surfaces and converted vegetation areas:
- (a) ~~Results in~~ Creates or adds 5,000 square feet, or greater, ~~of new, replaced, or total~~ of new plus replaced impervious surface area, or:
- (b) Converts 3/4 acres, or more, of vegetation to lawn or landscaped areas, or
- (a)(c) Converts 2.5 acres, or more, of native vegetation to pasture.

(2) REDEVELOPMENT – APPLICABILITY

- A. All redevelopment shall be required to comply with Minimum Requirement #2.
- B. The following redevelopment shall comply with Minimum Requirement #1 through #5 for the new and replaced hard surfaces and the land disturbed:

(a) Results in 2,000 square feet, or more, of new plus replaced hard surface area, or

(b) Has land disturbing activity of 7,000 square feet or greater.

~~D.C.~~ The following ~~new development and~~ redevelopment shall ~~also~~ comply with Minimum Requirements ~~#7~~1 through #9 for the new hardimpervious surfaces and the converted vegetation areas pervious surfaces:

(a) ~~Creates or Adds~~ 5,000 square feet or more of new hardimpervious surfaces, or

(b) Converts $\frac{3}{4}$ acres, or more, of ~~native~~ vegetation to lawn or landscaped areas, or

(c) Converts 2.5 acres, or more, of native vegetation to pasture.

~~(2)~~(3) ADDITIONAL REQUIREMENTS FOR REDEVELOPMENT PROJECT SITES

~~A. For redevelopment projects that disturb an acre or more of land, or that are part of a larger common plan of development or sale that disturbs an acre or more of land, the following additional requirements apply:~~

~~B.A. For rRoad-related redevelopment projects, runoff from shall meet all the Minimum Requirements for~~ the replaced and new hardimpervious surfaces (including pavement, shoulders, curbs, and sidewalks) and the converted vegetated areas shall meet all Minimum Requirements if the new hardimpervious surfaces total 5,000 square feet or more and total 50% or more of the existing hardimpervious surfaces within the project limits. The project limits shall be defined as the length of the project and the width of the right-of-way.

~~C.B.~~ Other types of redevelopment projects shall comply with all the Minimum Requirements #1 through #9 for the ~~replaced and~~ new and replaced hardimpervious surfaces and the converted vegetated areas if the total of the new plus replaced hardimpervious surface is 5,000 square feet or more and the valuation of the proposed improvements – including interior improvements – exceeds 50% of the assessed value of the existing site improvements.

(3)(4) EXEMPTIONS

- A. **Forest practices:** Forest practices regulated under Title 222 WAC, except for Class IV General Forest practices that are conversions from timber land to other uses, are exempt from the provisions of the minimum requirements.
- B. **Commercial agriculture:** Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timber land to agriculture, and the construction of impervious surfaces are not exempt.
- C. **Oil and Gas Field Activities or Operations:** Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain Best Management Practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.
- D. **PavementRoad Maintenance:**
 - 1. The following pavement~~road~~ maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regarding drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, pavement preservation activities that do not expand the road prism, and vegetation maintenance.
 - 2. The following pavement~~road~~ maintenance practices ~~are considered redevelopment, and therefore~~ are not categorically exempt. The extent to which the minimum technical requirements apply is explained for each circumstance.
 - (a) Removing and replacing a paved surface to base course or lower, or repairing the pavement~~roadway~~ base: If impervious surfaces are not expanded, Minimum Requirements #1-#5

apply. ~~However, in most cases, only Minimum Requirement #2, Construction Stormwater Pollution Prevention, will be applicable. Where appropriate, project proponents are encouraged to look for opportunities to use permeable and porous pavements.~~

- (b) Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders: These are considered new impervious surfaces and are subject to the minimum requirements that are triggered when the thresholds identified for new or redevelopment projects are met.
- (c) Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment (“chip seal”) to asphalt or concrete: ~~T~~these are considered new impervious surfaces and are subject to the minimum requirements that are triggered when the thresholds identified for new or redevelopment projects are met.

E. Underground utility projects: Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to Minimum Requirement #2, Construction Stormwater Pollution Prevention.

E.F. Combined Sewer System: Project sites, or portions of project sites, that potentially contribute stormwater to the City’s latest designated Combined Sewer System shall not be subject to the Minimum Requirements. The Combined Sewer System routes stormwater for treatment at the publicly owned treatment works. Requirements for detention and flow control are determined by evaluating the capacity of the Combined Sewer System.

(4)(5) MINIMUM TECHNICAL REQUIREMENTS

A. Minimum Requirement #1: Stormwater Site Plan Preparation

A Stormwater Site Plan (SSP) shall be prepared for City review and approval. Stormwater Site Plans shall use site-appropriate development principles to retain native vegetation and minimize impervious surfaces to the extent feasible. Stormwater Site Plans shall be prepared in accordance with the City's Stormwater Management Manual.

B. Minimum Requirement #2: Construction Stormwater Pollution Prevention

All new development and redevelopment projects are responsible for preventing erosion and discharge of sediment and other pollutants into receiving waters. Construction Stormwater Pollution Prevention shall be provided in accordance with the City's Stormwater Management Manual.

C. Minimum Requirement #3: Source Control of Pollution

All known, available and reasonable source control BMPs shall be applied to the project site. Source control BMPs shall be selected, designed, and maintained according to Volume IV of the City's Stormwater Management Manual.

D. Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls

Natural drainage patterns shall be maintained, and discharges from the project site shall occur at the natural location, to the maximum extent practicable. The manner by which runoff is discharged from the project site must not cause a significant adverse impact to downstream receiving waters and/or down-gradient properties. All outfalls require energy dissipation in accordance with the City's Stormwater Management Manual.

E. Minimum Requirement #5: On-Site Stormwater Management

On-site stormwater management BMPs shall be provided to infiltrate, retain, and disperse stormwater runoff on site to the ~~maximum~~-extent feasible without causing flooding or erosion impacts. On-site stormwater management shall be provided—selected, designed, constructed, and maintained in accordance with the City ~~of Everett~~'s Stormwater Management Manual.

F. Minimum Requirement #6: Runoff Treatment

The following projects require BMP selection, design, and construction, and maintenance of stormwater treatment facilities in accordance with the City's Stormwater Management Manual:

- (a) Projects in which the total of ~~effective, new and/or replaced~~ pollution-generating hard impervious surface (PGHIS) is 5,000 square feet or more in a threshold discharge area of the project, or
- (b) Projects in which the total of ~~new~~ pollution-generating pervious surfaces (PGPS) - not including permeable pavement - is three-fourths (3/4) of an acre or more in a threshold discharge area, and from which there will be ~~there is~~ a surface discharge in a natural or man-made conveyance system from the site.

~~That portion of any development project in which the above PGIS or PGPS thresholds are not exceeded in a threshold discharge area shall have onsite stormwater management BMPs in accordance with Minimum Requirement #5.~~

G. Minimum Requirement #7: Flow Control

The following projects that discharge stormwater directly or indirectly through a conveyance system into a fresh water ~~require body~~ require selection, design, construction, and maintenance of flow control facilities and/or land use management BMPs of flow control BMPs in accordance with the City of ~~Everett~~'s Stormwater Management Manual.

- (a) Projects in which the total of effective impervious surfaces is 5,000 square feet or more in a threshold discharge area, or
- (b) Projects that convert three-fourths of an acre or more of ~~native~~ vegetation to lawn or landscape, or convert 2.5 acres or more of native vegetation to pasture in a threshold discharge area, and from which there is a surface discharge in a natural or man-made conveyance system from the site, or

- ~~(c) Projects that through a combination of effective impervious surfaces and converted pervious surfaces cause a 0.1 cubic feet per second increase in the 100-year flow frequency from a threshold discharge area. Projects that through a combination of hard surfaces and converted vegetation areas cause a 0.15 cubic feet per second (cfs) increase or greater in the 100-year-flow frequency from a threshold discharge area as estimated using the Western Washington Hydrology Model or other approved model and 15-minute time steps.~~
- ~~(d) That portion of any project in which the above thresholds are not exceeded in a threshold discharge area shall have onsite stormwater management BMPs in accordance with Minimum Requirement #5.~~

If the discharge is to a stream that leads to a wetland, or a wetland that has an outflow to a stream, both this minimum requirement (Minimum Requirement #7) and Minimum Requirement #8 shall apply.

H. Minimum Requirement #8: Wetlands Protection

Projects that discharge stormwater into a wetland, either directly or indirectly through a conveyance system, shall do so in accordance with the City's ~~of Everett~~ Stormwater Management Manual.

The thresholds identified in Minimum Requirement #6 – Runoff Treatment, and Minimum Requirement #7 – Flow Control shall also be applied to determine the applicability of this requirement to discharges to wetlands.

I. Minimum Requirement #9: Operation and Maintenance

A Maintenance ~~and Operations Manual~~ Plan is required for all stormwater facilities and BMPs designed and constructed in accordance with this ordinance. The Maintenance ~~and Operations Manual~~ Plan shall be developed in accordance with the City's ~~of Everett~~ Stormwater Management Manual.

~~(5)~~(6) ADJUSTMENTS

Adjustments to the Minimum Requirements may be granted by the City provided the applicant prepares and the City approves a written finding of fact that addresses the following:

- A. The adjustment provided substantially equivalent environmental protection.
- B. Based on sound Engineering practices, the objectives of safety, function, environmental protection and facility maintenance, are met.

~~(6)~~(7) EXEMPTIONSEXCEPTIONS/VARIANCES

- A. Exceptions/variances (exceptions) to the Minimum Requirements may be granted following legal public notice of an application for an exception or variance, legal public notice of the City's decision on the application, and written findings of fact that documents the City's determination to grant an exception.
- B. The City may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. For the City to determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the project applicant must consider and document with written findings of fact the following:
 - (a) The current (pre-project) use of the site, and
 - (b) How the application of the minimum requirements(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the Minimum Requirements; and
 - (c) The possible remaining uses of the site if the exception were not granted; and
 - (d) The uses of the site would have been allowed prior to the adoption of the Minimum Requirements; and

- (e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the Minimum Requirements; and
- (f) The feasibility for the owner to alter the project to apply the Minimum Requirements.

C. In addition any exception must meet the following criteria:

- (a) The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
- (b) The exception is the least possible exception that could be granted to comply with the intent of the Minimum Requirements.

SECTION 4: DEVELOPMENT IN CRITICAL AREAS.

Section 4 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 4 and Ord. 2196-97 § 4 and currently codified at EMC 14.28.390) remains in effect and is not amended by this ordinance.

SECTION 5: CITY ENGINEER REVIEW AND APPROVAL OF REQUIRED PLANS.

Section 5 of Ordinance 2182-96 (previously amended by Ord. 2196-97 § 5 and currently codified at EMC 14.28.400) remains in effect and is not amended by this ordinance

SECTION 6: ESTABLISHMENT OF REGIONAL FACILITIES.

Section 6 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 6 and Ord. 2196-97 § 6 and currently codified at EMC 14.28.410) remains in effect and is not amended by this ordinance.

SECTION 7: BONDS AND LIABILITY INSURANCE REQUIRED.

Section 7 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 7 and Ord. 2196-97 § 7 and currently codified at EMC 14.28.420), which reads as follows:

- A. The City Engineer is authorized to require developers constructing retention/detention and/or other drainage treatment/abatement facilities serving areas larger than one acre to post surety bond(s) or other form of guarantee acceptable to the City.
- B. Where such developers have previously posted, or are required to post, other such bonds on the facility itself or on other construction related to the facility, such person may, with the permission of the City Engineer and to the extent allowable by law, combine all such bonds into a single bond, provided that at no time shall the amount thus bonded be less than the total amount which would have been required in the form of separate bonds, and provided further that such a bond shall on its face clearly delineate those separate bonds which it is intended to replace.
- C. Performance Bond. Prior to commencing construction, the developer constructing the facility shall post a performance bond in an amount of one hundred twenty percent of the cost of construction per the approved drainage plans. After determination by the City Engineer that all facilities are constructed in compliance with the approved plans, the performance bond shall be released. Alternatively, an equivalent cash deposit to an escrow account administered by a local bank designated by the City may be acceptable.
- D. Maintenance Warranty Bonds. After satisfactory completion of the facilities and release of the performance bond by the City, the developer constructing the facility shall commence a two-(2) year period of satisfactory maintenance of the facility. A warranty bond to be used at the discretion of the City Engineer to correct deficiencies in said maintenance affecting public health, safety and welfare must be posted and maintained throughout the two year maintenance period. The amount of the warranty bond shall be ten percent of the estimated construction cost of the drainage facilities. In addition, the warranty bond shall cover the cost of design defects and/or failures in workmanship of the facilities throughout the two year maintenance period. Alternatively, an equivalent

cash deposit to an escrow account administered by a local bank designated by the City may be acceptable.

- E. Liability Insurance. The developer constructing the facility shall maintain a liability insurance policy in the amount of five hundred thousand dollars per individual, one million dollars per occurrence, and five hundred thousand dollars property damage, which shall name the City as an additional insured and which shall protect the City from any liability up to those amounts for any accident, negligence, failure of the facility, or any other liability whatsoever, relating to the construction or maintenance of the facility. Said liability policy shall be maintained for the duration of the facility by the owner of the facility, provided that in the case of facilities assumed by the City for maintenance pursuant to Section 8 of this ordinance, said liability policy shall be terminated when City Council accepts the facility and City maintenance responsibility commences.

is hereby amended to read as follows:

- A. The City Engineer is authorized to require developers constructing retention/detention and/or other drainage treatment/abatement facilities ~~servicing areas larger than one acre~~ to post surety bond(s) or other form of guarantee acceptable to the City.
- B. Where such developers have previously posted, or are required to post, other such bonds on the facility itself or on other construction related to the facility, such person may, with the permission of the City Engineer and to the extent allowable by law, combine all such bonds into a single bond, provided that at no time shall the amount thus bonded be less than the total amount which would have been required in the form of separate bonds, and provided further that such a bond shall on its face clearly delineate those separate bonds which it is intended to replace.
- C. Performance Bond. Prior to commencing construction, the developer constructing the facility shall post a performance bond in an amount of one hundred twenty percent of the cost of construction per the approved drainage plans. After determination by the City Engineer that all facilities are constructed in compliance with the approved plans, the performance bond shall be released. Alternatively, an equivalent cash deposit to an escrow account administered by a local bank designated by the City may be acceptable.

- D. Maintenance Warranty Bonds. After satisfactory completion of the facilities and release of the performance bond by the City, the developer constructing the facility shall commence a two-(2) year period of satisfactory maintenance of the facility. A warranty bond to be used at the discretion of the City Engineer to correct deficiencies in said maintenance affecting public health, safety and welfare must be posted and maintained throughout the two year maintenance period. The amount of the warranty bond shall be ten percent of the estimated construction cost of the drainage facilities. In addition, the warranty bond shall cover the cost of design defects and/or failures in workmanship of the facilities throughout the two year maintenance period. Alternatively, an equivalent cash deposit to an escrow account administered by a local bank designated by the City may be acceptable.
- E. Liability Insurance. The developer constructing the facility shall maintain a liability insurance policy in the amount of five hundred thousand dollars per individual, one million dollars per occurrence, and five hundred thousand dollars property damage, which shall name the City as an additional insured and which shall protect the City from any liability up to those amounts for any accident, negligence, failure of the facility, or any other liability whatsoever, relating to the construction or maintenance of the facility. Said liability policy shall be maintained for the duration of the facility by the owner of the facility, provided that in the case of facilities assumed by the City for maintenance pursuant to Section 8 of this ordinance, said liability policy shall be terminated when City Council accepts the facility and City maintenance responsibility commences.

SECTION 8: CITY ASSUMPTION OF OPERATION AND MAINTENANCE.

Section 8 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 8 and Ord. 2196-97 § 8 and currently codified at EMC 14.28.430) remains in effect and is not amended by this ordinance.

SECTION 9: RETROACTIVITY RELATING TO CITY MAINTENANCE.

Section 9 of Ordinance 2182-96 (previously amended by Ord. 2196-97 and currently codified at EMC 14.28.440) remains in effect and is not amended by this ordinance.

SECTION 10: APPLICABILITY TO GOVERNMENTAL ENTITIES.

Section 10 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 10 and Ord. 2196-97 § 10 and currently codified at EMC 14.28.450) remains in effect and is not amended by this ordinance.

SECTION 11: ENFORCEMENT.

Section 11 of Ordinance 2182-96 (previously amended by Ord. 3168-10 § 11 and Ord. 2196-97 § 11 and currently codified at EMC 14.28.460) remains in effect and is not amended by this ordinance.

SECTION 12: SEVERABILITY.

Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation. The City Council of the City of Everett hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 13: THIRD PARTY LIABILITY.

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 or 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 nor any term used in this ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees, for whom the implementation and enforcement of this ordinance shall be discretionary and not mandatory. 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.

SECTION 14: SAVINGS.

The enactment of this ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or before the City or in any way modify any obligation, right or liability, civil or criminal, which may exist by virtue of any of the ordinances herein amended.

SECTION 15: CODIFICATION

The City and 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 16: EFFECTIVE DATE

This Ordinance shall become effective December 31, 2016.

Ray Stephanson, Mayor

Attest:

City Clerk

Passed:

Valid:

Published:

Effective:

RESOLUTION NO. _____



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

That the payroll of the employees of the City of Everett as of November 26, 2016, and checks issued December 02, 2016, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	10,565.76	\$5,558.05
003	Legal	\$58,397.99	19,939.91
004	Administration	52,831.84	14,316.50
005	Municipal Court	46,458.38	18,861.36
007	Personnel	46,871.22	17,403.76
010	Finance	53,862.53	20,899.09
015	Information Technology	51,900.28	19,534.96
021	Planning & Community Dev	43,065.27	14,187.35
022	Neighborhoods & Community Svcs	5,370.08	2,320.94
024	Public Works	150,930.88	57,901.62
026	Animal Shelter	33,645.78	11,928.06
027	Senior Center	13,881.60	5,225.71
031	Police	813,020.80	246,125.28
032	Fire	569,833.06	165,935.67
038	Facilities/Maintenance	69,054.07	30,323.01
101	Parks & Recreation	178,372.32	68,928.34
110	Library	117,489.73	41,025.66
112	Community Theatre	6,644.49	2,821.11
120	Street	62,459.46	26,583.38
153	Emergency Medical Services	167,540.04	46,727.53
197	CHIP	9,034.00	3,915.87
198	Community Dev Block	6,474.95	2,253.72
401	Utilities	637,813.09	257,651.71
425	Transit	372,407.74	154,466.16
440	Golf	26,249.88	9,493.15
501	Equip Rental	65,927.97	27,260.15
507	Telecommunications	9,823.89	4,021.25
		<u>\$3,679,927.10</u>	<u>\$1,295,609.30</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2016.

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Certificate of Completion	_____	Briefing	COUNCIL BILL #	_____
Form and Final Contract	_____	Proposed Action	Originating Department	Parks
Voucher for completion of	_____	Consent	Contact Person	Lori Cummings
Senator Henry M. Jackson	_____	Action	Phone Number	425-257-8353
Park Renovation	_____	First Reading	FOR AGENDA OF	December 14, 2016
	_____	Second Reading		
	_____	Third Reading		
	_____	Public Hearing		
	_____	Budget Advisory		

Initialed by:
 Department Head _____
 CAA _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3302 18 th Street	8/6/14 Authorize Call for Bids 10/1/14 Bid Award	Certificate of Completion Final Contract Voucher	Administration, Parks

Amount Budgeted	\$1,906,801.12	
Expenditure Required	\$1,906,801.12	Account Number(s): Fund 354 Programs 043
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The project to renovate Senator Henry M. Jackson Park is complete. The Contractor, Faber Construction Corporation of Lynden, WA has submitted the Final Contract Voucher and Certificate of Completion. Council authorization for the Mayor to sign these documents is required to close the project and release the retainage. Amounts paid to Faber Construction Corporation:

Original Contract	\$ 1,428,000.00
Change Orders	\$ 478,801.12
Total Contract Amount	\$ 1,906,801.12
WA State Sales Tax (9.2%)	\$ 175,425.70
Contract + Sales Tax	\$ 2,082,226.82
Paid to Date	\$ 1,986,886.78
Retainage Withheld	\$ 95,340.04 <RETAINAGE BOND>

RECOMMENDATION (Exact action requested of Council):

Accept the Senator Henry M. Jackson Park Renovation as complete and authorize the Mayor to sign the Certificate of Completion and Final Contract Voucher with Faber Construction.

CONTRACTOR: Faber Construction
ADDRESS: 131 East Grover St.
CITY: Lynden STATE: WA DATE: 7/11/2016
PROJECT TITLE: **Senator Henry M. Jackson Park Renovation** PROJECT NO. **PW #2014-43**
DATE WORK COMPLETED: 7/6/2016 FINAL CONTRACT AMOUNT: \$ 1,906,801.12

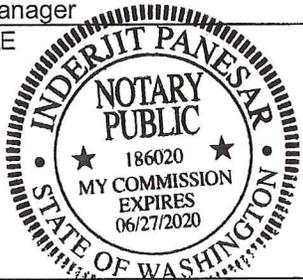
CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached statement 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 statement is a true and correct statement showing all the moneys due me from the City of Everett under this contract; that I have carefully examined said final statement 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 statement.

X [Signature]
CONTRACTOR

X Project Manager
TITLE

Subscribed and sworn to before
me this 1st day of DECEMBER, 2016
X Inderjit Panesar Notary Public
in and for the State of Washington, residing
at 6208 NICKLES STREET, FERNDALE WA 98248



PARKS AND RECREATION DEPARTMENT CERTIFICATION

APPROVED Date: _____

I Certify the attached final statement to be true and correct to the best of my knowledge.

X [Signature]
Project Manager
Mark Harrison

X [Signature]
Director of Parks and Recreation
Lori Cummings

ADMINISTRATION USE ONLY

Date of Acceptance _____ By: X _____
MAYOR Ray Stephanson

Approved as to Form

X _____
City Attorney

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.
Revised 11-03

ORDINANCE NO. _____



AN ORDINANCE approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3512-16.

WHEREAS, the City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2016 Budget; and

WHEREAS, the applications of funds have been identified;

NOW, THEREFORE, the City of Everett does ordain that Ordinance No. 3512-16 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference, which amendments shall be made to the 2016 Budget with a total increased appropriation amount of \$4,236,797.

	<u>Beginning Fund Balance and 2016 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2016 Previously Amended Budget	\$ 508,966,427	\$ 354,908,630	\$ 154,057,797
Budget Amendment #4	1,643,570	4,236,797	(2,593,227)
2016 Amended Budget	\$ 510,609,997	\$ 359,145,427	\$ 151,464,570

MAYOR

ATTEST:

CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 4

General Government Amendments

		Increase/(Decrease)			
<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>	
GGA-34	Police	Traffic Safety Commission Grant	14,900	14,900	-
GGA-35	Police	FY16 STOP Violence Grant	32,170	32,170	-
GGA-36	Fire	Assistance to Firefighters Grant	45,700	76,600	(30,900)
GGA-37	Fire	Overtime increase	50,800	50,800	-
GGA-38	Municipal Court	Pro-tem judges		15,000	(15,000)
GGA-39	Animal Services	Retirement payout		5,600	(5,600)
GGA-39	Senior Center	Retirement payout		13,500	(13,500)
GGA-39	Library	Retirement payout		6,700	(6,700)
GGA-40	Fire	M&O increase		100,000	(100,000)
Total General Government Amendments		143,570	315,270	(171,700)	

Non-General Government Amendments

		Increase/(Decrease)			
<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>	
NGA-17	Motor Vehicle Division	Vehicle purchases		229,000	(229,000)
NGA-18	Self Insurance Fund	Dental benefits	1,500,000	1,500,000	-
NGA-19	CIP 4	Capital projects		192,527	(192,527)
NGA-20	Transit	Property purchase		2,000,000	(2,000,000)
Total Non-General Government Amendments		1,500,000	3,921,527	(2,421,527)	

Total General and Non-General Government Amendments		1,643,570	4,236,797	(2,593,227)	
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**2016
Budget Adjustments
Tally Sheet**

Department		Code	Rev	Exp	FB
GGA-34	Police	Amendment - Traffic Safety Grant	031A	14,900	
GGA-34	General Fund	Amendment - Traffic Safety Grant	002A		
			14,900		

The Washington State Traffic Safety Commission is providing funds to Snohomish County law enforcement agencies to conduct high visibility enforcement traffic safety emphasis patrols in support of Target Zero Team priorities.

For the October 1, 2016 through September 30, 2017, period, the allocation for the Everett Police Department's participation is \$2,800 for impaired driving enforcement, \$1,300 for distracted driving enforcement, \$1,800 for seat belt enforcement, \$5,000 for DUI enforcement, \$2,000 in flex funding for any of the aforementioned, and \$2,000 for motorcycle safety enforcement.

Council authorized the Mayor to sign the 2016-2017 Interagency Agreement at the September 28, 2016, Council meeting

Increase grant revenue	002	3332060131			14,900
Increase overtime budget	031	5220000120		14,900	

Department		Code	Rev	Exp	FB
GGA-35	Police	Amendment - STOP Violence Grant	031A	32,170	
GGA-35	General Fund	Amendment - STOP Violence Grant	002A		
			32,170		

The Everett Police Department has been awarded funds from the STOP Violence Against Women Formula Grant program since 1997. The fiscal year 2016 agreement with the State Department of Commerce relates to use of grant program funding to improve the criminal justice and community response to violence against women in Snohomish County. The grant funds will be used to advance county-wide law enforcement training.

Council approved this grant contract at the October 5, 2016, Council meeting.

Increase grant revenue	002	3331657001			32,170
Increase professional services budget	031	5920000520		32,170	

Department		Code	Rev	Exp	FB
GGA-36	Fire	Amendment - Assistance to Firefighters Grant	032A	76,600	
GGA-36	General Fund	Amendment - Assistance to Firefighters Grant	002A		(30,900)
			45,700		

The Fire Department was awarded a Department of Homeland Security, Assistance to Firefighters Grant earlier this year in the amount of \$700,000 to purchase SCBA bottles and packs. After completing the purchases, there was \$45,700 in grant funds leftover. The Department has been awarded the opportunity to use these funds towards the purchase of an air filling station for the SCBA bottles. The cost of the filling station is \$76,600, a City match of \$30,900 is required.

Increase grant revenue	002	3319700032			45,700
Increase equipment budget	032	5202621350		76,600	
Decrease ending fund balance	009	5980000490			30,900

**2016
Budget Adjustments
Tally Sheet**

Department		Code	Rev	Exp	FB
GGA-37	Fire	032A		50,800	
GGA-37	General Fund	002A	50,800		

A budget amendment is requested to increase the Fire Department's overtime appropriation to acknowledge services provided to outside agencies . The City will be reimbursed by the various agencies assisted, including Snohomish County Special Operations department, City of Seattle, Washington State Patrol-State Mobilization, and the Military Department. Services provided include responding to wildland fires, providing storm assistance, and training.

Increase grant revenue	002	3339700182			2,349
Increase grant revenue	002	3339705600			3,250
Increase grant revenue	002	3339710181			8,636
Increase intergovernmental revenue	002	3422000000			36,565
Increase Fire overtime budget	032	5200000120		50,800	

Department		Code	Rev	Exp	FB
GGA-38	Municipal Court	005A		15,000	
GGA-38	General Fund	009A			(15,000)

With the retirement of Judge Odell the court is using pro-tem judges for partial bench coverage. This amendment will increase the professional services budget to cover this expense.

Increase professional services budget	005	5010000410		15,000	
Decrease ending fund balance	009	5980000490			15,000

Department		Code	Rev	Exp	FB
GGA-39	Animal Services	026A		5,600	
GGA-39	Senior Center	027A		13,500	
GGA-39	Library	110A		6,700	
GGA-39	General Fund	009A			(25,800)

This amendment increases the Animal Services, Senior Center, and Library budget for unbudgeted retirement payouts (vacation and sick leave).

Increase labor - Animal Services	026	5010000110		5,600	
Increase labor - Senior Center	027	5500000110		13,500	
Increase labor - Library	110	5300000110		6,700	
Decrease ending fund balance	009	5980000490			25,800

ATTACHMENT A

**2016
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-40	Fire	Amendment - Increase M&O budget	032A		100,000	
GGA-40	General Fund	Amendment - Increase M&O budget	009A			(100,000)

The Fire Department requests an increase to its M&O budget of \$100,000. The funds will cover expenses associated with recruiting, North Bend training ,and outfitting of new firefighters. The department has had a higher than normal turnover rate in 2016.

Increase travel/training	032	5450000445	46,700	
Increase professional services	032	5200000410	18,200	
Increase uniform budget	032	5450001260	35,100	
Decrease ending fund balance	009	5980000490		100,000

**2016
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-17	MVD	Amendment - Vehicle & Equip. Purchases	126A		229,000	(229,000)

This amendment increases the vehicle and equipment expenditure budget in Fund 126, MVD, for Parks department vehicle replacements, including a heavy-duty pick up truck, a small dump truck, and a chipper.

Increase vehicle expenditures - Parks	126	5200101640	229,000	
Decrease ending fund balance	126	5980000490		229,000

	Department		Code	Rev	Exp	FB
NGA-18	Self-Insurance Fund	Amendment - Dental Benefits	508A	1,500,000	1,500,000	-

The City converted its dental benefits from a fully insured program, to a self-insured program in 2016. As a result, actual dental claims are now paid from the Self-Insured Health Benefits Fund 508. Departmental budgets were allocated funding for dental benefits under the original budget, but the claims were not budgeted in Fund 508 pending actual experience. This budget amendment will provide the budget authority in Fund 508 necessary to fund the dental claims.

Increase dental claim expenditures	508	5170100240	1,500,000	
Increase employer contributions	508	3695000100		1,500,000

	Department		Code	Rev	Exp	FB
NGA-19	CIP 4	Amendment - CIP 4 Projects	162A		192,527	(192,527)

This amendment increases the CIP 4 expenditure budget for the Downtown Everett Hotel Project as approved by Ordinance 3516-16.

Increase CIP 4 transfers out	162	5625210550	192,527	
Decrease ending fund balance	162	5620999490		192,527

	Department		Code	Rev	Exp	FB
NGA-20	Transit	Amendment - Property Purchase	425A		2,000,000	(2,000,000)

This amendment increases Transit's capital outlay for the purchase of property located at 3600 Smith Avenue as approved by Council at the June 29, 2016, Council meeting. The acquisition price was \$4.0 million plus closing costs. Transit's original 2016 budget had capital outlay funding of just over \$2.0 million; therefore, an additional \$2.0 million is needed to fund this purchase.

Increase capital outlay budget	425	5135010000610	2,000,000	
Decrease ending fund balance	425	5999000000490		2,000,000

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance adopting the budget for the City of Everett for the year 2017.

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 11/30/16 First Reading

 12/07/16 Second Reading
 12/14/16 Third Reading
 _____ Public Hearing
 _____ Budget Advisory

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

CB1611-49
 Administration
 Debra Bryant
 257 - 8608
 11/30, 12/07,
 12/14

Initialed by:
 Department Head
 CAA
 Council President

db
sm

Location Preceding Action Attachments Department(s) Approval

Amount Budgeted	-0-	
Expenditure Required	\$535,662,437	Account Number(s):
Budget Remaining	-0-	
Additional Required	\$535,662,437	

DETAILED SUMMARY STATEMENT:

As directed by City Council on November 9, 2016, the attached proposed ordinance establishes the City of Everett's 2017 Operating Budget. The proposed ordinance affects all funds that are budgeted annually.

The combined aggregate budget totals are:

- Estimated Beginning Fund Balances and Revenues \$535,662,437
- Appropriations and Transfers \$331,545,450
- Ending Fund Balances \$204,116,987

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance adopting the budget for the City of Everett for the year 2017 in the amount of \$535,662,437.



ORDINANCE NO. _____

AN ORDINANCE adopting the budget for the City of Everett for the year 2017.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

SECTION 1:

That pursuant to Chapter 95 of the Laws of the 1969 Extraordinary Session, the budget for the year 2017 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$535,662,437 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such Funds combined are as follows, to-wit:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	134,094,758	108,055,831	26,038,927
101	Parks & Recreation	9,362,533	9,362,533	-
110	Library	5,308,786	5,308,786	-
112	Municipal Arts	943,234	943,234	-
114	Conference Center	925,842	925,842	-
119	Street Improvements	3,998,702	3,998,702	-
120	Streets	3,109,902	3,109,902	-
126	Motor Vehicle/Equip Replacemer	8,053,096	2,490,328	5,562,768
138	Hotel Motel Tax Fund	937,158	600,000	337,158
145	Cumulative Res/Real Prop. Acqu	1,946,546	1,946,546	-
146	Property Management	2,983,232	2,118,909	864,323
148	Cumulative Reserve /Parks	2,203,619	628,914	1,574,705
149	Senior Center Reserve	548,301	76,696	471,605
151	Fund for Animals	475,173	90,000	385,173
152	Cumulative Reserve /Library	302,938	108,345	194,593
153	Emergency Medical Services	8,546,656	8,496,205	50,451
154	Real Estate Excise Tax Fund	3,684,597	525,157	3,159,440
156	Criminal Justice Fund	11,216,865	5,986,949	5,229,916
157	Traffic Mitigation	3,884,252	3,884,252	-
159	Transportation Benefit District	1,763,748	1,300,000	463,748
160	Rainy Day Fund	4,373,945	-	4,373,945
162	Capital Reserve	23,758,737	3,531,496	20,227,241

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
197	CHIP Loan Program	15,834,660	1,766,140	14,068,520
198	Comm Develop. Block Grants	1,473,646	900,325	573,321
210	Bond Redemption Fund	3,069,991	3,069,991	-
243	LID Guaranty Fund	22,551	20,000	2,551
299	LID Redemption	13,985	13,985	-
401	Water/Sewer Utility	126,208,363	88,579,021	37,629,342
402	Solid Waste Utility	2,552,648	2,551,295	1,353
425	Transit	44,006,521	28,099,585	15,906,936
430	Everpark Garage	3,047,017	378,580	2,668,437
440	Golf	4,490,398	4,490,398	-
450	Sno River Reg Wtr Auth	18,000	18,000	-
451	Everett Tulalip Joint Water Line	15,000	15,000	-
501	Motor Vehicle Division	8,125,414	6,907,354	1,218,060
503	Self-Insurance Fund	16,448,196	7,885,664	8,562,532
505	Computer Reserve Fund	3,979,421	2,738,023	1,241,398
507	Telecommunications Fund	1,791,117	1,488,336	302,781
508	Health Benefits Reserve	22,325,995	15,624,417	6,701,578
637	Police Pension Fund	18,683,442	1,392,607	17,290,835
638	Fire Pension Fund	31,133,452	2,118,102	29,015,350
TOTAL CITY BUDGET		535,662,437	331,545,450	204,116,987

SECTION 2:

That the above appropriations and transfers will be utilized by the various departments of the City of Everett as allocated in the 2017 budget.

SECTION 3:

Severability. If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being held unconstitutional or invalid.

SECTION 4:

The City Clerk is 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.

MAYOR

ATTEST:

CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance Relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended

<u>11/30/16</u>	Briefing
_____	Proposed Action
_____	Consent
_____	Action
<u>11/30/16</u>	First Reading
<u>12/7/16</u>	Second Reading
<u>12/14/16</u>	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL # CB1611-50
 Originating Department Finance
 Contact Person Susy Haugen
 Phone Number 257-8612
 FOR AGENDA OF 11/30/16

Initialed by:
 Department Head _____
 CAA _____
 Council President _____

dh
sm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Ordinance	<u>Department(s) Approval</u> Legal, Finance
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Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

It has been a long-standing practice to route general business license applications to the Planning Department for review for compliance with zoning and land use requirements prior to issuance. The proposed amendment formalizes that procedure.

RECOMMENDATION (Exact action requested of Council): Adopt the Ordinance Relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended.

ORDINANCE NO. _____

An Ordinance Relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended.

WHEREAS, the City's Tax Administration Code, Chapter 3.19 EMC, requires modifications periodically to clarify or update the tax administration process; and

WHEREAS, general business license applications are reviewed by the Department of Planning and Community Develop prior to issuance for conformance to the City's Land Use and Zoning Code.

WHEREAS, it is in the best interest of general business license applicants and the City to formalize the process in the Tax Administration Ordinance;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Subsection A of Section 1 of Ordinance No. 3385-14 (EMC 3.19.030), which reads as follows:

3.19.030 Registration/license certificates.

A. Licensing. Except for those persons under contract with the city, which contracts are exempt under Section [3.19.040\(D\)](#), any person, so engaging in a business activity within the city whether taxable or not, shall apply for and obtain from the city clerk, upon payment of the fee provided in this section, a business license. Such applicant shall complete an application form for such business license upon such forms as provided by the office of the city clerk and shall accompany such application with the required fee. Such business license shall be personal and nontransferable. If a taxpayer transacts business at two or more locations within the city, the taxpayer must obtain additional business licenses for each additional location and pay the required additional location fee annually.

is hereby amended to read as follows:

3.19.030 Registration/license certificates.

A. Licensing. Except for those persons under contract with the city, which contracts are exempt under Section [3.19.040\(D\)](#), any person, so engaging in a business activity within the city whether taxable or not, shall apply for and obtain from the city clerk, upon payment of the fee provided in this section, a business license. Such applicant shall complete an application form for such business license upon such forms as provided by the office of the city clerk and shall accompany such application with the required fee. Such business license shall be personal and nontransferable. If a taxpayer transacts business at two or more locations within the city, the taxpayer must obtain additional business licenses for each additional location and pay the required additional location fee annually. Prior to license issuance, all business license applications will be reviewed by the City's department of Planning and Community Development for compliance with the City's Land Use and Zoning Code. Business license issuance does not indicate that the business complies with all federal, state, and local regulations.

Section 2. 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 3. 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 4. 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 5. 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:

Sharon Fuller, City Clerk

Passed: _____

Valid: _____

Published: _____

Effective Date: _____



ORDINANCE NO. _____

An Ordinance Relating to Admissions Tax, amending Ordinance No. 2977 (Chapter 3.20.140 EMC), as amended.

WHEREAS, the City's Admissions Tax Code, Chapter 3.20 EMC, requires modifications periodically to clarify or update the tax administration process; and

WHEREAS, payment of the tax imposed by Chapter 3.20 EMC, is due and payable in bimonthly installments on or before the fifteenth day of the month next succeeding the end of the quarterly period in which the tax is accrued.

WHEREAS, it is in the best interest of tax payers and the City to align the tax due date with the Business & Occupation tax due dates;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 7 of Ordinance No. 2977(EMC 3.20.140), which reads as follows:

3.20.140 Collection of tax—Duties of collector—Returns required.

Any person receiving any payment for admission on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the clerk as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or having collected the same, fails to remit the same to the clerk in the manner prescribed by this chapter, whether such failure be the result of his own act or the result of acts or conditions beyond his control, shall nevertheless be personally liable to the city for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter. The tax imposed hereunder shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the clerk in bimonthly installments and remittances therefor on or before the fifteenth day of the month next succeeding the end of the bimonthly period in which the tax is collected or approved; provided, that the first return and remittance under this chapter shall be made

on or before the fifteenth day of July, 1943, and shall cover the period from and including May 1, 1943, to and including June 30, 1943. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the clerk, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the clerk unless the check is honored and is in the full and correct amount. The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the clerk may require, showing the amount of the tax upon admissions for which he is liable for the preceding bimonthly period, and shall sign and transmit the same to the clerk with a remittance for said amount; provided, that the clerk may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the clerk shall be the judge, the clerk may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions or at such other times as the clerk shall determine; and failure to comply with any requirement of the clerk as to report and remittance of the tax as required shall be a violation of this chapter. The books, records and accounts of any person collecting a tax herein levied shall, as to admission charges and tax collections, be at all reasonable times subject to examination and audit by the clerk.

Is hereby amended to read as follows:

3.20.140 Collection of tax—Duties of collector—Returns required.

Any person receiving any payment for admission on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the clerk as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or having collected the same, fails to remit the same to the clerk in the manner prescribed by this chapter, whether such failure be the result of his own act or the result of acts or conditions beyond his control, shall nevertheless be personally liable to the city for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter. The tax imposed hereunder shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the clerk in quarterly installments and remittances therefor shall be made on or before the last day of the month following the end of the quarterly period in which

the tax is collected or approved. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the clerk, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the clerk unless the check is honored and is in the full and correct amount. The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the clerk may require, showing the amount of the tax upon admissions for which he is liable for the preceding bimonthly period, and shall sign and transmit the same to the clerk with a remittance for said amount; provided, that the clerk may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the clerk shall be the judge, the clerk may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions or at such other times as the clerk shall determine; and failure to comply with any requirement of the clerk as to report and remittance of the tax as required shall be a violation of this chapter. The books, records and accounts of any person collecting a tax herein levied shall, as to admission charges and tax collections, be at all reasonable times subject to examination and audit by the clerk.

Section 2. 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 3. 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 4. 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 5. 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:

Sharon Fuller, City Clerk

Passed: _____

Valid: _____

Published: _____

Effective Date: _____



ORDINANCE NO. _____

An Ordinance Relating to Gambling Tax, amending Ordinance No. 1023-84 (Chapter 3.36.070 EMC), as amended.

WHEREAS, the City's Gambling Tax Code, Chapter 3.36 EMC, requires modifications periodically to clarify or update the tax administration process; and

WHEREAS, payment of the tax imposed by Chapter 3.36 EMC, is due and payable in quarterly installments on or before the fifteenth day of the month next succeeding the end of the quarterly period in which the tax is accrued.

WHEREAS, it is in the best interest of tax payers and the City to align the tax due date with the Business & Occupation tax due dates;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 7 of Ordinance No. 1023-84(EMC 3.36.070), which reads as follows:

3.36.070 Tax payments.

A. Quarterly Payments. Payment of tax imposed by this chapter shall be due and payable in quarterly installments, and remittance therefor shall be made on or before the fifteenth day of the month next succeeding the end of the quarterly period in which the tax accrued. The remittance shall be made by bond draft, certified check, cashier's check, money order or in cash and shall be accompanied by a return on a form to be provided and prescribed by the city treasurer. The taxpayer shall be required to swear or affirm that the information given on the tax return is full and true and that the taxpayer knows the same to be so.

B. Annual Return. Whenever the total tax for which any person is liable under this chapter does not exceed the sum of ten dollars for any quarterly period, an annual return may be made upon written request and subject to the approval of the city treasurer.

C. Partial Periods. Whenever a taxpayer commences to engage in business during any quarterly period, his first return and tax shall be based upon and cover the portion of the quarterly period during which he is engaged in business.

Is hereby amended to read as follows:

3.36.070 Tax payments.

A. Quarterly Payments. Payment of tax imposed by this chapter shall be due and payable in quarterly installments, and remittance therefor shall be made on or before the last day of the month following the end of the quarterly period in which the tax accrued. The remittance shall be made by bond draft, certified check, cashier's check, money order or in cash and shall be accompanied by a return on a form to be provided and prescribed by the city treasurer. The taxpayer shall be required to swear or affirm that the information given on the tax return is full and true and that the taxpayer knows the same to be so.

B. Annual Return. Whenever the total tax for which any person is liable under this chapter does not exceed the sum of ten dollars for any quarterly period, an annual return may be made upon written request and subject to the approval of the city treasurer.

C. Partial Periods. Whenever a taxpayer commences to engage in business during any quarterly period, his first return and tax shall be based upon and cover the portion of the quarterly period during which he is engaged in business.

Section 2. 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 3. 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 4. 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 5. 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:

Sharon Fuller, City Clerk

Passed: _____

Valid: _____

Published: _____

Effective Date: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Ordinance establishing the basic salary schedule for employees of the City of Everett for 2017

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 11/30/16 First Reading
 12/07/16 Second Reading
 12/14/16 Third Reading
 _____ Public Hearing

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

CB1611-53
 Labor Relations/
 Human Resources
 Sharon DeHaan
 425-257-8685
 November 30, 2016
 December 7, 2016
 December 14, 2016

Initialed by:
 Department Head
 CAA
 Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> 2017 Salary Ordinance	<u>Department(s) Approval</u> Labor Relations/ Human Resources, Administration
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Amount Budgeted		
Expenditure Required		Account Number(s):
Budget Remaining		
Additional Required		

DETAILED SUMMARY STATEMENT:

This Ordinance establishes 2017 salary ranges and classifications for employees. There is a 4.0% salary increase for Appointive employees, and wage increases for bargaining unit employees in accordance with their respective labor agreements.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2017.



ORDINANCE NO. _____-16

AN ORDINANCE establishing the basic salary schedule for employees of the City of Everett for 2017, repealing Ordinance 3471-15.

THE CITY OF EVERETT DOES ORDAIN:

Section 1: It is the purpose of this ordinance to fix the classification and salary for each employee in the City of Everett and to establish part-time employment and day laborer rates and nothing herein shall be construed to prevent the various department heads, with the consent of the Mayor, from employing such additional employees from time to time as may be necessary in the proper discharge of the duties of such office or from discharging such temporary or part-time employees when the necessity therefore has ceased to exist.

Section 2: The salary schedule for all employees shall be as contained herein.

Section 3: This salary schedule identifies existing classifications within the City of Everett. Due to organizational review and natural attrition, some classifications will be vacant throughout the year.

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
<u>A. ADMINISTRATION</u>									
Chief Administrative Assistant	6001	06-022	11338	-	12751	-	14769		
Communications Director	6009	06-015	7951	-	8936	-	10343		
Cultural Arts Manager	6014	06-014	7405	-	8321	-	9630		
Director of Public Health & Safety	6016	06-016	8554	-	9613	-	11125		
Economic Development Director	6013	06-019	10329	-	11618	-	13456		
Executive Administrator	6012	06-017	9382	-	10551	-	12219		
Executive Assistant - City Council	6017	06-009	5299	-	5954	-	6888		
Executive Assistant - Mayor's Office	6003	06-009	5299	-	5954	-	6888		
Executive Director	6004	06-021	11051	-	12613	-	14393		
Government Affairs Director	6005	06-015	7951	-	8936	-	10343		
Municipal Assistant*	6008	06-102	3402	-	3825	-	4426		
Neighborhoods & Community Engagement Coordinator	6002	06-012	6445	-	7243	-	8380		
Special Projects Manager	6010	06-015	7951	-	8936	-	10343		
<u>B. BUDGET AND FINANCE</u>									
Accountant I	1200	01-018	5267	5528	5803	6095	6405		
Accounting Manager	6051	06-012	6445	-	7243	-	8380		
Budget Manager	6053	06-012	6445	-	7243	-	8380		
City Clerk	6054	06-012	6445	-	7243	-	8380		
Deputy City Clerk	6056	06-009	5299	-	5954	-	6888		
Finance Manager/Treasurer	6063	06-016	8554	-	9613	-	11125		
Purchasing Manager	6060	06-012	6445	-	7243	-	8380		
Warehouseworker	1430	01-010	3566	3744	3926	4123	4327		
<u>C. COMMUNITY DEVELOPMENT</u>									
Assistant Planner	1540	01-016	4780	5017	5267	5528	5803		
Associate Planner	1550	01-018	5267	5528	5803	6095	6405		
Environmental Planner	1590	01-020	5755	6042	6337	6649	6929		
Housing & Community Development Program Manager	6152	06-012	6445	-	7243	-	8380		
Housing Improvement Inspector	6155	06-010	5643	-	6345	-	7341		
Long Range Planning Manager	6157	06-015	7951	-	8936	-	10343		
Manager of Land Use Planning	6156	06-015	7951	-	8936	-	10343		
Planner	1670	01-020	5755	6042	6337	6649	6929		
Planning & Community Development Director	6158	06-019	10329	-	11618	-	13456		
<u>D. FACILITIES/PROPERTY MANAGEMENT</u>									
Asst. Real Property Manager	6202	06-011	6027	-	6771	-	7838		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Building Caretaker	1910	01-011	3744	3926	4123	4327	4547		
Custodian	1950	01-008	3235	3393	3566	3744	3926		
Facilities Maintenance Supervisor	6204	06-011	6027	-	6771	-	7838		
Facilities Manager	6205	06-012	6445	-	7243	-	8380		
Painter	2000	01-015	4547	4780	5017	5267	5528		
Project Manager - Architect	6206	06-012	6445	-	7243	-	8380		
Real Property Manager	6207	06-015	7951	-	8936	-	10343		
<u>E. FIRE</u>									
Assistant Fire Chief	6251	06-018	9696	-	10903	-	12629		
Assistant Fire Marshal	2110	04-023	9510	-	-	-	-		
Deputy Fire Chief	6252	06-016	8554	-	9613	-	11125		
Emergency Mgt Public Educ Coord	6015	06-010	5643	-	6345	-	7341		
Fire Apparatus/Equipment Mechanic	2145	01-018	5267	5528	5803	6095	6405		
Fire Battalion Chief	2150	04-023	9510	-	-	-	-		
Fire Captain ²	2160	04-021	8491	-	-	-	-		
Fire Chief	6253	06-020	10755	-	12263	-	14010		
Fire Division Chief	2251	04-024	9986	-	-	-	-		
Fire Inspector	2180	04-021	8491	-	-	-	-		
Fire Marshal	6254	06-018	9696	-	10903	-	12629		
Firefighter	2200	04-017	4760	5267	5774	6281	6793		
Firefighter/Driver	2210	04-018	7472	-	-	-	-		
Firefighter/EMTA	2220	04-018	7472	-	-	-	-		
Firefighter/Paramedic ³	2230	04-020	7812	-	-	-	-		
Medical Services Officer	2250	04-022	8695	-	-	-	-		
<u>F. INFORMATIONAL TECHNOLOGY</u>									
Application Support Specialist	1382	01-018	5267	5528	5803	6095	6405		
Client Services Technician	1290	01-014	4327	4547	4780	5017	5267		
Information Technology Director	6062	06-019	10329	-	11618	-	13456		
Information Technology Manager	6055	06-016	8554	-	9613	-	11125		
Information Technology Project Manager	6064	06-012	6445	-	7243	-	8380		
Network Application Specialist	1380	01-018	5267	5528	5803	6095	6405		
Network Support Specialist	1381	01-018	5267	5528	5803	6095	6405		
Network Systems Analyst	1410	01-021	6042	6337	6649	6929	7277		
PC Technician	1390	01-016	4780	5017	5267	5528	5803		
Telecommunications Assistant	2015	01-010	3566	3744	3926	4123	4327		
Telecommunications Manager	6208	06-010	5643	-	6345	-	7341		
<u>G. INTERDEPARTMENTAL</u>									
Accounting Asst/Customer Svc Representative	2300	01-011	3744	3926	4123	4327	4547		
Accounting Technician	2310	01-012	3926	4123	4327	4547	4780		
Administrative Assistant*	6301	06-107	4424	-	4970	-	5752		
Administrative Coordinator	6302	06-008	4978	-	5595	-	6477		
Administrative Secretary*	6303	06-104	3758	-	4222	-	4885		
Assistant Buyer	1222	01-012	3926	4123	4327	4547	4780		
Associate Engineer - NPE	6304	06-010	5643	-	6345	-	7341		
Associate Engineer - PE	6305	06-012	6445	-	7243	-	8380		
Buyer	1260	01-016	4780	5017	5267	5528	5803		
Community Support Specialist/Social Worker	6312	06-010	5643	-	6345	-	7341		
Development Construction Supervisor	6311	06-011	6027	-	6771	-	7838		
Electrician ⁴	1960	01-017	5017	5267	5528	5803	6095		
Engineering Technician	4260	01-016	4780	5017	5267	5528	5803		
Engineering Technician Trainee	4270	01-014	4327	4547	4780	5017	5267		
Facilities Maintenance Worker	1980	01-012	3926	4123	4327	4547	4780		
Financial Analyst	6306	06-009	5299	-	5954	-	6888		
GIS/Programmer Analyst	4275	01-018	5267	5528	5803	6095	6405		
Maintenance Mechanic	2370	01-017	5017	5267	5528	5803	6095		
Office Assistant	2390	01-008	3235	3393	3566	3744	3926		
Office Specialist	2400	01-012	3926	4123	4327	4547	4780		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Office Technician	2420	01-010	3566	3744	3926	4123	4327		
Principal Engineer	6307	06-015	7951	-	8936	-	10343		
Project Coordinator	6308	06-010	5643	-	6345	-	7341		
Public Service Aide	2425	01-002	2413	2533	2662	2793	2932		
Ranger II	3090	01-014	4327	4547	4780	5017	5267		
Receptionist*	6309	06-101	3013	-	3386	-	3919		
Senior Engineer	6310	06-014	7405	-	8321	-	9630		
Small Tool & Equipment Repair Technician	2445	01-015	4547	4780	5017	5267	5528		
Supervisor I	2450	01-017	5017	5267	5528	5803	6095		
Supervisor II	2460	01-020	5755	6042	6337	6649	6929		
Switchboard Operator	2470	01-010	3566	3744	3926	4123	4327		
Transportation Maintenance Technician	3860	01-015	4547	4780	5017	5267	5528		
Visual Information Specialist	2480	01-014	4327	4547	4780	5017	5267		
<u>H. LABOR RELATIONS/HUMAN RESOURCES</u>									
Assistant Safety Official	6551	06-010	5643	-	6345	-	7341		
City Safety Official	6552	06-012	6445	-	7243	-	8380		
Employee Benefits Coordinator	6553	06-009	5299	-	5954	-	6888		
Human Resources Analyst	6557	06-009	5299	-	5954	-	6888		
Human Resources Assistant*	6556	06-102	3402	-	3825	-	4426		
Human Resources Coordinator*	6554	06-107	4424	-	4970	-	5752		
Human Resources Manager	6558	06-015	7951	-	8936	-	10343		
Labor & Employee Relations Coordinator	6560	06-011	6027	-	6771	-	7838		
Labor Relations & Human Resources Director	6555	06-019	10329	-	11618	-	13456		
Labor Relations Program Manager	6561	06-012	6445	-	7243	-	8380		
Workers Compensation Coordinator	6559	06-010	5643	-	6345	-	7341		
<u>I. LEGAL</u>									
Assistant City Attorney I	6351	06-009	5299	-	5954	-	6888		
Assistant City Attorney (PT)	6358	06-102	3402	-	3825	-	4426		
Assistant City Attorney II	6352	06-013	6904	-	7758	-	8977		
Assistant City Attorney III	6353	06-015	7951	-	8936	-	10343		
City Attorney	6354	06-021	11051	-	12613	-	14393		
Deputy City Attorney	6355	06-017	9382	-	10551	-	12219		
Legal Administrator	6356	06-012	6445	-	7243	-	8380		
Legal Intern*	6357	06-102	3402	-	3825	-	4426		
<u>J. LIBRARY</u>									
Assistant Library Director/Librarian IV	6401	06-013	6904	-	7758	-	8977		
Children's/Outreach Services Manager/Lib III	6402	06-012	6445	-	7243	-	8380		
Librarian I	2600	01-018	5267	5528	5803	6095	6405		
Librarian II	2610	01-020	5755	6042	6337	6649	6929		
Library Assistant	2650	01-008	3235	3393	3566	3744	3926		
Library Associate	2660	01-012	3926	4123	4327	4547	4780		
Library Associate Sr	2670	01-017	5017	5267	5528	5803	6095		
Library Associate/Technical Services	2680	01-014	4327	4547	4780	5017	5267		
Library Branch Manager/Librarian III	6403	06-012	6445	-	7243	-	8380		
Library Director	6404	06-019	10329	-	11618	-	13456		
Library Office Specialist	2720	01-012	3926	4123	4327	4547	4780		
Library PC Technician	2762	01-016	4780	5017	5267	5528	5803		
Library Specialist	6406	06-010	5643	-	6345	-	7341		
Library Technical Services Manager/Librarian III	6407	06-012	6445	-	7243	-	8380		
Library Technician	2740	01-010	3566	3744	3926	4123	4327		
Library Technician Senior	2750	01-011	3744	3926	4123	4327	4547		
Library Technician Trainee	2760	01-008	3235	3393	3566	3744	3926		
Senior Library Page	0516	01-008	3235	3393	3566	3744	3926		
<u>K. MUNICIPAL COURT</u>									
Assistant Municipal Court Administrator	6451	06-009	5299	-	5954	-	6888		
Detention Monitoring Assistant*	6455	06-107	4424	-	4970	-	5752		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Judicial Assistant	2811	01-012	3926	4123	4327	4547	4780		
Municipal Court Administrator	6452	06-014	7405	-	8321	-	9630		
Municipal Court Security Officer*	6453	06-102	3402	-	3825	-	4426		
Probation Counselor	6454	06-010	5643	-	6345	-	7341		
<u>L. PARKS AND RECREATION</u>									
Animal Control Officer	1510	01-014	4327	4547	4780	5017	5267		
Animal Services Manager	6201	06-012	6445	-	7243	-	8380		
Animal Shelter Attendant	1530	01-007	3075	3235	3393	3566	3744		
Arborist	3000	01-015	4547	4780	5017	5267	5528		
Assistant Animal Services Manager	6754	06-010	5643	-	6345	-	7341		
Assistant Parks & Recreation Director	6502	06-016	8554	-	9613	-	11125		
Golf and Grounds Equipment Technician	3025	01-015	4547	4780	5017	5267	5528		
Golf and Park Program Manager	6511	06-012	6445	-	7243	-	8380		
Golf Course Supervisor	3035	01-017	5017	5267	5528	5803	6095		
Groundskeeper	3020	01-015	4547	4780	5017	5267	5528		
Horticulturist	3040	01-017	5017	5267	5528	5803	6095		
Landscaper	3050	01-015	4547	4780	5017	5267	5528		
Park Ranger I	3080	01-012	3926	4123	4327	4547	4780		
Park Ranger Supervisor	3095	01-017	5017	5267	5528	5803	6095		
Park Structural Maint Supervisor	3100	01-020	5755	6042	6337	6649	6929		
Park/Golf Laborer	3120	01-010	3566	3744	3926	4123	4327		
Parks & Recreation Director	6504	06-019	10329	-	11618	-	13456		
Parks and Recreation Program Coordinator	6507	06-010	5643	-	6345	-	7341		
Parks Business Program Manager	6510	06-012	6445	-	7243	-	8380		
Parks Planning and Capital Development Manager	6512	06-013	6904	-	7758	-	8977		
Recreation Leader	3160	01-009	3393	3566	3744	3926	4123		
Recreation Supervisor ⁴	3190	01-015	4547	4780	5017	5267	5528		
Senior Center Coordinator	1700	01-015	4547	4780	5017	5267	5528		
Senior Center Manager	6753	06-011	6027	-	6771	-	7838		
Shelter Operations Coordinator	6755	06-009	5299	-	5954	-	6888		
Urban Forester	3210	01-017	5017	5267	5528	5803	6095		
Veterinarian	6750	06-011	6027	-	6771	-	7838		
Veterinary Clinic Coordinator	6756	06-007	4688	-	5268	-	6096		
Veterinary Technician	1525	01-009	3393	3566	3744	3926	4123		
<u>M. POLICE</u>									
Code Compliance Supervisor	6612	06-011	6027	-	6771	-	7838		
Code Enforcement Officer	6102	06-009	5299	-	5954	-	6888		
Deputy Police Chief	6601	06-018	9696	-	10903	-	12629		
Forensic Imaging Analyst	6611	06-009	5299	-	5954	-	6888		
Parking Enforcement Officer ⁴	3420	01-009	3393	3566	3744	3926	4123		
Police Captain	3430	03-014	-	11844	-	-	-		
Police Chief	6602	06-020	10755	-	12263	-	14010		
Police Crime Analyst	6610	06-009	5299	-	5954	-	6888		
Police Inspector	6604	06-016	8554	-	9613	-	11125		
Police Lieutenant	3450	03-013	-	11020	-	-	-		
Police Officer	3460	03-021	-	6059	7251	-	-		
Police Officer (BLEA)	3475	03-021	5533	6059	7251	-	-		
Police Officer Entry-Level	3470	03-021	5533	-	-	-	-		
Police Records Unit Shift Supervisor	3505	01-015	4547	4780	5017	5267	5528		
Police Sergeant	3510	03-012	9067	-	-	-	-		
Police Specialist ⁴	3520	01-012	3926	4123	4327	4547	4780		
Police Property Room Manager	6609	06-011	6027	-	6771	-	7838		
Police Property Room Specialist	3531	01-012	3926	4123	4327	4547	4780		
Records Information Specialist	3530	01-012	3926	4123	4327	4547	4780		
Records Unit Manager	6607	06-009	5299	-	5954	-	6888		
Support Services Manager	6608	06-011	6027	-	6771	-	7838		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
<u>N. PUBLIC WORKS/ENGINEERING/PUBLIC SERVICES</u>									
Building Inspector	4150	05-023	5905	6418	6942	7220	7511		
Building Official	6701	06-016	8554	-	9613	-	11125		
Chief Inspector	4170	05-024	6418	6942	7575	7885	8209		
City Engineer	6702	06-016	8554	-	9613	-	11125		
City Traffic Engineer	6703	06-015	7951	-	8936	-	10343		
Computer Aided Design (CAD) Manager	6709	06-011	6027	-	6771	-	7838		
Construction Inspector	4210	01-019	5528	5803	6095	6405	6722		
Development Technician	4220	01-019	5528	5803	6095	6405	6722		
Electrical Inspector	4230	05-023	5905	6418	6942	7220	7511		
Engineering Services Manager	6708	06-015	7951	-	8936	-	10343		
Permit/Development Counter Technician	4320	01-014	4327	4547	4780	5017	5267		
Permit Services Manager	6706	06-014	7405	-	8321	-	9630		
Plumbing/Mechanical Inspector	4340	05-023	5905	6418	6942	7220	7511		
Senior Signal Technician	4410	01-020	5755	6042	6337	6649	6929		
Street Light Maintenance Worker	2010	01-013	4123	4327	4547	4780	5017		
Traffic Electronic Tech. Trainee	4425	01-017	5017	5267	5528	5803	6095		
Traffic Electronic Technician	4420	01-019	5528	5803	6095	6405	6722		
Traffic Operations Supervisor	4441	01-021	6042	6337	6649	6929	7277		
Traffic Signal Electrician	4430	01-019	5528	5803	6095	6405	6722		
Traffic Signal Technician	4435	01-018	5267	5528	5803	6095	6405		
Traffic Technician	4440	01-019	5528	5803	6095	6405	6722		
<u>O. PUBLIC WORKS/UTILITIES</u>									
Assistant Construction Manager	6674	06-013	6904	-	7758	-	8977		
Assistant Inventory Control/Dispatch Technician	3600	01-014	4327	4547	4780	5017	5267		
Cement Finisher	3610	01-015	4547	4780	5017	5267	5528		
Chief Wastewater Treatment Plant Operator	6651	06-014	7405	-	8321	-	9630		
Chief Water Treatment Plant Operator	6669	06-014	7405	-	8321	-	9630		
Construction Manager	6664	06-014	7405	-	8321	-	9630		
Engineering Superintendent	6665	06-016	8554	-	9613	-	11125		
Environmental Permit Coordinator	4385	01-020	5755	6042	6337	6649	6929		
Equipment Operator	3700	01-014	4327	4547	4780	5017	5267		
Heavy Equipment Operator	3720	01-015	4547	4780	5017	5267	5528		
Industrial Waste Inspector	3730	01-019	5528	5803	6095	6405	6722		
Inventory Control Technician	3740	01-017	5017	5267	5528	5803	6095		
Lead Utility Serviceworker	3750	01-017	5017	5267	5528	5803	6095		
Maintenance Superintendent	6662	06-016	8554	-	9613	-	11125		
Maintenance/Operations Supervisor	6663	06-013	6904	-	7758	-	8977		
Operations Superintendent	6654	06-016	8554	-	9613	-	11125		
Plant/Pump Maintenance Mechanic ¹	3820	01-016	4780	5017	5267	5528	5803		
Pre-Treatment Manager	6655	06-012	6445	-	7243	-	8380		
Public Information/Education Specialist	3809	01-016	4780	5017	5267	5528	5803		
Public Works Director	6667	06-020	10755	-	12263	-	14010		
Public Works Finance Manager	6658	06-014	7405	-	8321	-	9630		
Public Works Information & Education Officer	6656	06-012	6445	-	7243	-	8380		
Public Works Supervisor - Sewer/Drainage/Utilities	4082	01-019	5528	5803	6095	6405	6722		
Public Works Supervisor - Streets	4085	01-019	5528	5803	6095	6405	6722		
Public Works Supervisor - TSG/Utilities	4084	01-019	5528	5803	6095	6405	6722		
Public Works Supervisor - Water/Utilities	4083	01-019	5528	5803	6095	6405	6722		
Records Systems Specialist	4400	01-014	4327	4547	4780	5017	5267		
SCADA/Telemetry Technician	3875	01-019	5528	5803	6095	6405	6722		
Senior Environmental Specialist	6668	06-014	7405	-	8321	-	9630		
Senior Wastewater Operator	6670	06-012	6445	-	7243	-	8380		
Senior Water Operator	6657	06-012	6445	-	7243	-	8380		
Surface Water Manager	6675	06-015	7951	-	8936	-	10343		
Treatment Plant Operator-in-Training	4070	01-010	3566	3744	3926	4123	4327		
Utilities GIS Program Manager	6659	06-011	6027	-	6771	-	7838		
Utilities Maintenance Technician I	3878	01-018	5267	5528	5803	6095	6405		
Utilities Maintenance Technician II	3879	01-019	5528	5803	6095	6405	6722		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Utilities Maintenance Technician III	3880	01-020	5755	6042	6337	6649	6929		
Utilities Records Manager	6660	06-010	5643	-	6345	-	7341		
Utility Laborer	3900	01-010	3566	3744	3926	4123	4327		
Utility Mapping Supervisor	3890	01-019	5528	5803	6095	6405	6722		
Utility Service Worker	3920	01-015	4547	4780	5017	5267	5528		
Utility Services Supervisor	6661	06-012	6445	-	7243	-	8380		
Wastewater Plant Maintenance Supervisor	6672	06-012	6445	-	7243	-	8380		
Water Filtration Plant Maintenance Supervisor	6676	06-012	6445	-	7243	-	8380		
Water Pollution Control Operator I	3940	01-015	4547	4780	5017	5267	5528		
Water Pollution Control Operator II	3950	01-017	5017	5267	5528	5803	6095		
Water Pollution Control Operator III	3960	01-019	5528	5803	6095	6405	6722		
Water Quality Analyst	3980	01-019	5528	5803	6095	6405	6722		
Water Quality Control Operator	3990	01-017	5017	5267	5528	5803	6095		
Water Quality Process Analyst	6671	06-012	6445	-	7243	-	8380		
Water Quality Technician	4010	01-016	4780	5017	5267	5528	5803		
Water Service Technician ¹	4020	01-016	4780	5017	5267	5528	5803		
Water Treatment Plant Operator I	4040	01-015	4547	4780	5017	5267	5528		
Water Treatment Plant Operator II	4050	01-017	5017	5267	5528	5803	6095		
Water Treatment Plant Operator III	4060	01-019	5528	5803	6095	6405	6722		
Welder	4080	01-018	5267	5528	5803	6095	6405		
<u>P. TRANSPORTATION/TRANSIT</u>									
Bus Maintenance Person	4500	02-014	20.80	21.77	22.78	23.82	24.94		
Bus Operator	4510	02-110	23.12	24.10	25.10	26.15	27.24	28.37	29.56
Bus Operator ⁵	4510	02-010	-	-	-	-	29.56		
Bus Operator Trainee	4520	02-011	19.90	-	-	-	-		
Communications Technician	3640	01-019	5528	5803	6095	6405	6722		
Equipment Mechanic ⁴	3690	01-017	5017	5267	5528	5803	6095		
Equipment Serviceworker	3710	01-014	4327	4547	4780	5017	5267		
Maint & Operations Supervisor - Transportation	6801	06-010	5643	-	6345	-	7341		
Operations Supervisor - Fixed Route	6806	06-010	5643	-	6345	-	7341		
Operations Supervisor - Para Transit	6804	06-010	5643	-	6345	-	7341		
Paratransit Operator	4530	02-113	17.08	18.92	20.94	22.97	25.53		
Paratransit Operator ⁵	4530	02-013	-	-	-	-	29.56		
Paratransit Operator Trainee	4540	02-009	15.32	-	-	-	-		
Paratransit Schedule Technician	4545	01-010	3566	3744	3926	4123	4327		
Transit Inspector	4550	02-012	33.99	-	-	-	-		
Transit Operations Program Manager	6802	06-011	6027	-	6771	-	7838		
Transit Training/Safety Coordinator	6812	06-010	5643	-	6345	-	7341		
Transportation Center Security Officer	2016	01-008	3235	3393	3566	3744	3926		
Transportation & Transit Services Director	6807	06-019	10329	-	11618	-	13456		
Transportation Program Manager	6808	06-011	6027	-	6771	-	7838		
Transportation Services Manager	6803	06-015	7951	-	8936	-	10343		
Vehicle Maintenance Manager	6810	06-015	7951	-	8936	-	10343		

- Section 4: To provide a method of orderly transition from old salary schedules to a new salary schedule, the following shall apply:
- A. Any employee whose base salary under a previous schedule is greater than the base salary provided in the schedule contained in this ordinance shall continue to receive the previous base pay; salaries not covered by collective bargaining will be set per the compensation ordinance.
- Section 5: Day Laborers
- A. Day laborers employed by the City will be rated by their qualifications, experience, nature of duties and background, and compensated at a minimum of no less than the current minimum wage.
 - B. The Mayor and/or his designee together with each Department Head employing day laborers shall establish the rate of pay based on the qualifications, experience, duties and background of each day laborer (other than Parks Department nine month seasonals).
 - C. The Library Board, together with the Library Director, shall establish the rate of pay of Library Day Laborer employees based on the qualifications, experience, duties and background of each Library day laborer employee.
- Section 6:
- A. There is hereby adopted as part of this salary schedule, longevity pay for those employees who are covered under AFSCME Local 113, Everett Firefighters Local 46, Everett Police Management Association, Everett Police Officers Association, Amalgamated Transit Union Local 883 and the Snohomish County Construction Crafts, per their respective collective bargaining agreements.
 - B. Longevity pay shall not be paid to appointive employees, temporary employees or day laborers (other than Parks Department nine month seasonals) and elected officials.
- Section 7: There is hereby adopted as part of this salary ordinance an educational incentive plan for commissioned police officers represented by the Everett Police Officers Association. Such officers, upon becoming eligible, may choose to participate in either the longevity plan or the educational incentive plan; however, in no case shall any officer be eligible to participate concurrently in both plans. The educational incentive plan payment schedule is set forth in the collective bargaining agreement.
- Section 8: There is hereby adopted as part of this salary ordinance an educational incentive plan for employees represented by Everett Firefighter Local 46. Such employees, upon becoming eligible shall receive the educational incentive payment as set forth in the collective bargaining agreement.
- Section 9: Bus Operators/Paratransit Operators who are requested by their supervisors to act as Bus Operator/Paratransit Operator Trainers shall be paid \$1.50 per hour premium pay in addition to their regular hourly rate.
- Section 10: Employees represented by AFSCME, Local 113, and Snohomish County Construction Crafts receiving promotions will advance to the same step in the higher classification pay range or shall be assured of a minimum increase equal to one step in the employee's previous classification, whichever is less.
- Section 11: Employees represented by Everett Firefighters Local 46 shall have 3% added to base salary while meeting HAZMAT and Rescue Technician standards and serving as a member of either team.
- Section 12: Upon demotion, an employee shall be paid either at the step in the lower pay range which is the amount equal to the amount s/he had been at in the higher classification or at the highest step of the lower classification if all of the steps in the lower range are below the step the employee has been at in the higher classification.
- Section 13: All employees, except Library pages and those who are members of the Amalgamated Transit Union, Local 883, who are paid on an hourly basis as hereinafter or herein set forth shall be considered day laborers as defined by the City Charter governing civil service.
- Section 14: The addition of new classification(s) within salary ranges may be made by Council resolution during the life of this ordinance.
- Section 15: Any and all ordinances in conflict herewith of the City of Everett and all amendments thereto be and the same, are hereby repealed.
- Section 16: The effective date of this ordinance shall be January 1, 2017.

Footnotes:

- 1 Plant/Pump Maintenance Mechanic and Water Service Technician: Positions assigned to cross-connection responsibilities and possessing a state certification = 5% above salary
- 2 Fire Captain - 3% added to base salary while assigned as Station Captain
- 3 Firefighter/Paramedic classification - 3% added to base salary while assigned as Lead Paramedic
- 4 Employees represented by AFSCME Local 113 who were hired prior to 8/1/96 in the following classifications shall continue to be compensated at the range listed below:

<u>RANGE</u> <u>NO.</u>	<u>JOB</u> <u>TITLE</u>
01-011	Parking Enforcement Officer
01-014	Police Specialist
01-017	Recreation Supervisor
01-018	Equipment Mechanic
01-020	Electrician

- 5 Transit Operators hired in the classification prior to 1/1/99

*Non-exempt in accordance with Fair Labor Standards Act

Ray Stephanson, Mayor

Sharon Fuller, City Clerk

Date Passed:

Date Valid:

Date Published:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 2 to the
CivicPlus Advantage Contract
to add Active Directory
Domain Services

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

COUNCIL BILL # _____
Originating Department Administration
Contact Person Meghan Pembroke
Phone Number 425-257-8687
FOR AGENDA OF December 14, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____



<u>Location</u>	<u>Preceding Action</u> Original Agreement	<u>Attachments</u> CivicPlus Agreement Amendment	<u>Department(s) Approval</u> Administration, Information Technology
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Amount Budgeted	\$3138	
Expenditure Required	\$3138	\$3138 – GL 505-5130000410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The CivicPlus Advantage Contract was approved by City Council on August 13, 2014. Amendment No. 2 provides Active Directory Domain Services to be enabled between CivicPlus and City of Everett's new CivicPlus Intranet website. This is to eliminate the need to log in with a City of Everett Network ID and Password when accessing the Intranet from a City issued device.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the CivicPlus Advantage Contract to add Active Directory Domain Services in the amount of \$3,138 including Washington State sales tax.

THIS AGREEMENT AMENDMENT is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Everett, Washington ("Client") (jointly, "Parties") and shall be effective as of the date of signing indicated at the end of this amendment.

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement platforms that include web sites, web interfaces and portals and a proprietary government content management system and associated modules; in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for website development and hosting services as set forth in the original Service & License Agreement signed on August 27, 2014 ("Agreement");

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this amendment.

NOW, THEREFORE, Client and CivicPlus agree as follows:

Scope of Services

1. ADFS setup & hosting is hereby added to Client's account for use, to be invoiced at signing and subject to the Terms & Conditions of the Agreement, applicable taxes apply.

Additional Service	One-time setup cost	Annual Fee Increase <i>Subject to 5% annual increase</i>
ADFS Setup & hosting (include 10 hours' setup)	\$1,500.00	\$1,500
Total First Year Fees		\$3,000

Acceptance

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

Client



CivicPlus

Date

12-1-16

Date

Sign and e-mail or Fax this Amendment
Email: Contracts@CivicPlus.com
Fax: 785-587-8951



CivicPlus Advantage Contract

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

Terms & Conditions

Client Deliverable

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

Additional Services

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



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

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

CivicPlus Advantage Billing & Payment Terms

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

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

Agreement Renewal

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



Service & License Agreement for Everett, WA

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

Support

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

Marketing

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

Intellectual Property, Ownership & Content Responsibility

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



Indemnification

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

Liabilities

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

Force Majeure

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

Taxes

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

Miscellaneous Provisions

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



Service & License Agreement for Everett, WA

Acceptance

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

Mughal Shah
Client

8/27/14
Date

Jana D. De
Legal

8/25/14
Date

Ray Stephenson
Mayor

8-27-2014

Sharon Fulle
Clerk

8-27-2014
Date

Debra McKee
CivicPlus

Aug. 1, 2014
Date

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

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

--Remainder of this page left intentionally blank--

Exhibit A - CivicPlus Project Deliverables

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

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

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

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

--Remainder of this page left intentionally blank--



Project Development

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



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



Exhibit B – Basic Redesign of Website

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

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



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

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



Website Redesign and Implementation of a Web Content Management System

The City of Everett, WA • July 30, 2014



+ CONNECTING PEOPLE

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



Introduction

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

The CivicPlus-Proven Development Approach

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

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

Hundreds of Cities & Counties Are Upgrading to CivicPlus Each Year

It's simple: CivicPlus knows municipal government.

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

CivicPlus for the city of Everett

The following proposal contents include:

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

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

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

What Is Community Engagement?

At its core, community engagement is expectation.

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

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

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

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

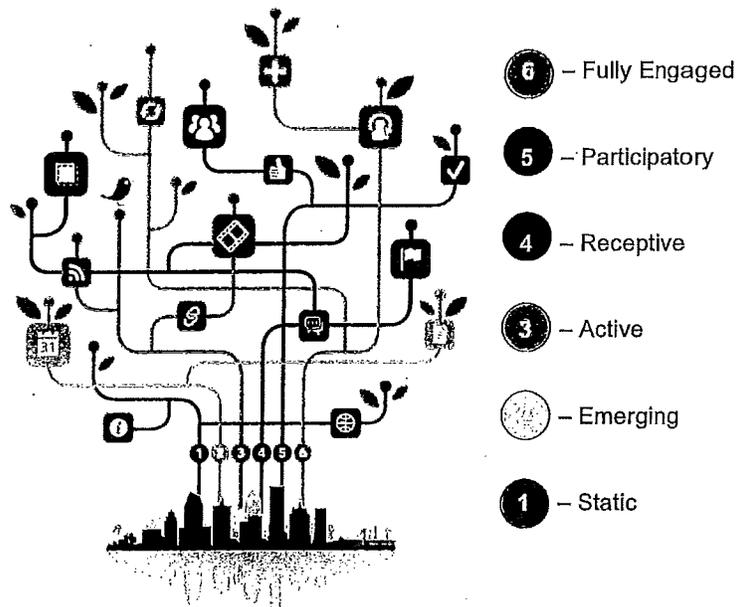
Local governments provide so much service, infrastructure and support to our communities, but too often those efforts go unnoticed and unappreciated. Community engagement is a two-way street – it's letting your citizens have a voice and letting them know why government matters.

Where You Rank on the Community Engagement Scale™

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

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

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



How CivicPlus Can Make Your Job Easier

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

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

History of CivicPlus

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

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

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

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

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

Company Information

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

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

-Thomas Russo, Newton Township, New Jersey

The CivicPlus Effect – Award-Winning Websites & Exceptional Results

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

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

Some of our Award-Winning Clients...

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

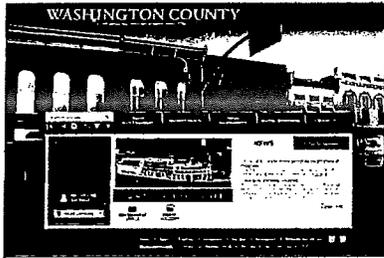
Recognition





High-Impact, Custom Designs Created Specifically for Your Community

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



Washington County, OH – www.washingtongov.org

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

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



Jeffersontown, KY – www.jeffersontownky.com

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

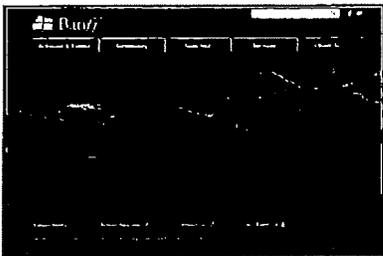
Also Look For: The use of the ePayment module and Code Red integration.



McKinney, TX - www.mckinneytexas.org

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

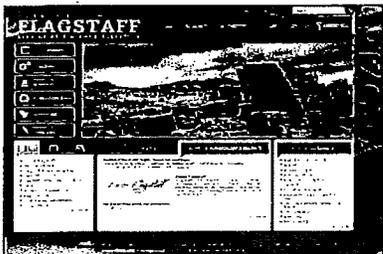
Also Look For: McKinney's Economic Development Corporation and Convention & Visitors Bureau subsites.



Banff, AB – www.banff.ca

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

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



Flagstaff, AZ – www.flagstaff.az.gov

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

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

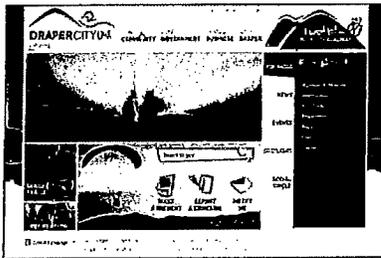
Designs Continued...



Kodiak, AK – www.kodiakak.us

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

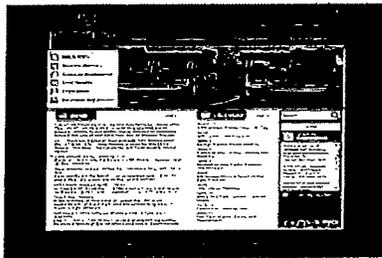
Also Look For: "Find It Quick" mega menu section making online services and answers to questions available with one click.



Draper, UT – www.draper.ut.us

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

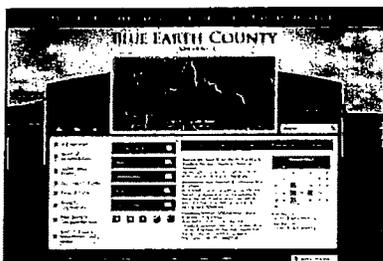
Also Look For: The extensive use of the Facilities module for parks and trails, as well as department header packages for the Draper Amphitheater and Police Department.



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

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

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



Blue Earth County, MN – www.blueearthcountymn.gov

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

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



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

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

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

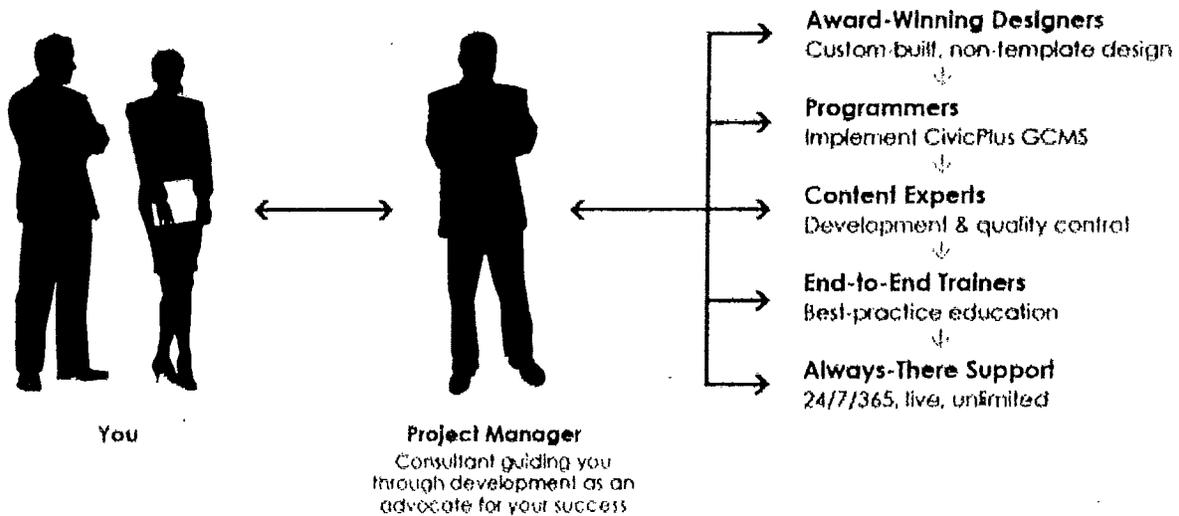


Let Our Experts Be Your Trusted Advisors

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

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

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



A Process Dedicated to Helping You Succeed

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

Your Role

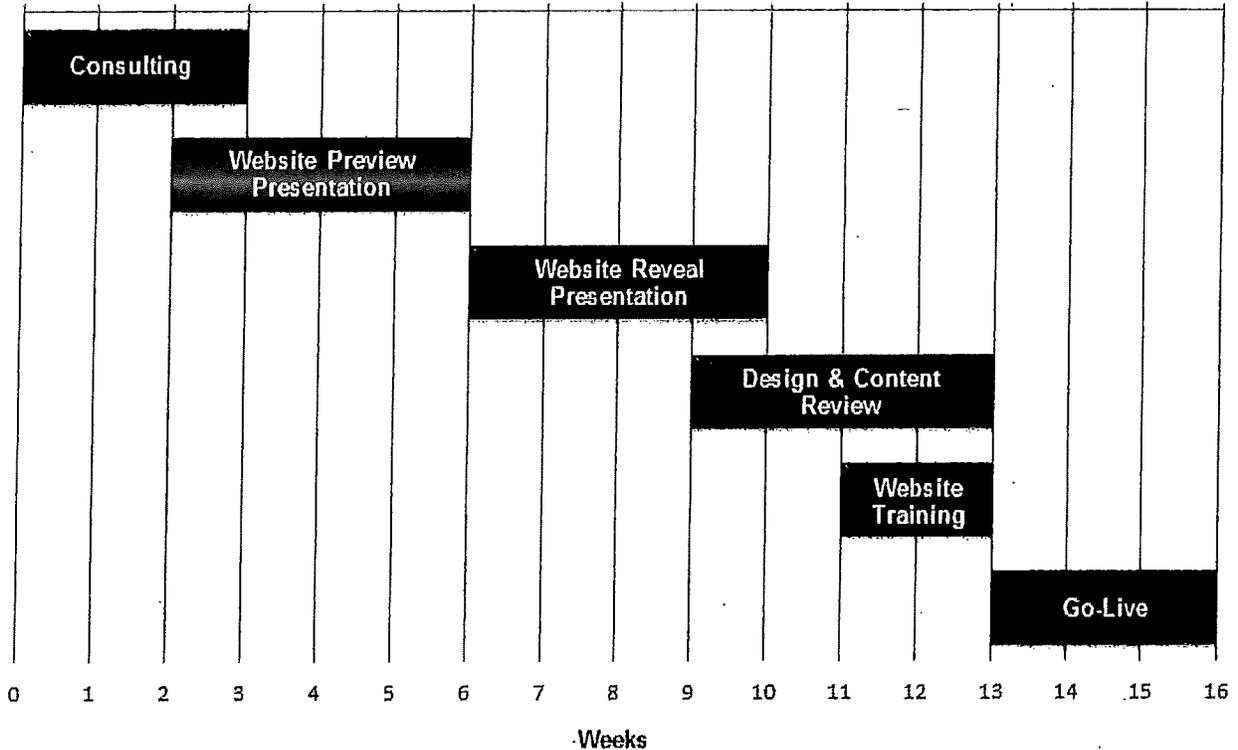
Your role during the project will be to answer questions, provide input, gain your staff's feedback to complete forms and provide necessary information so CivicPlus can develop recommendations for your design, navigation and content. Your project manager will explain the work required to achieve your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

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

-Karen McGrath, Castle Rock, Colorado

Our Project Development Approach

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



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

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



Responsive Design

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

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

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

Ongoing Training & Support Opportunities

We want your website to be an investment that holds its value over time rather than a big expense that you have to budget for every few years.

We apply this same thinking to our approach toward training and support, too. After the launch of your website you should be able to keep current staff as well as new-hires trained and supported as they update and maintain your site. CivicPlus offers ongoing training and support, as well as the incredible resource of more than 1,600 other municipalities that use the CivicPlus Government Content Management System (GCMS®). Stay up to date and always informed with unlimited access to the CivicPlus Connection.



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

By logging onto CivicPlus Connection, you can:

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

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



Resource Center

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

Community Engagement Consultants

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

Around-the-Clock Technical Support

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

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

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

Automatic CivicPlus Software & Module Updates

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

Mobile Website Detection & Browsing

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

Software Licensing

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



CivicPlus Project Development

All Quotes are Valid for 2014.

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

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

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

Optional Multi-Year Payment Plan – CivicPlus Advantage

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

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

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



The CivicPlus Recurring Redesign

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

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

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

The CivicPlus Redesign Option Includes:

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



Project Development

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



Optional Project Enhancement

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



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



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



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



Hosting & Security Features

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

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

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



Conclusion

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

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

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

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

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services _____ Consent
 Agreement with Forterra NW _____ Action
 to continue implementation of _____ First Reading
 a restoration plan for several _____ Second Reading
 publicly owned urban forested _____ Third Reading
 areas within the City _____ Public Hearing

COUNCIL BILL # _____
 Originating Department Parks
 Contact Person Jeff Price
 Phone Number 425-257-7314
 FOR AGENDA OF December 14, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President JM

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Parks System	Council approval of a Professional Services Agreement with Forterra NW on December 16, 2015	Professional Services Agreement	Administration, Legal, Parks

Amount Budgeted	\$63,000	
Expenditure Required	\$63,000	Fund 101
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The attached Professional Services Agreement (PSA) with Forterra NW will continue a partnership implementing the 20 year forest restoration plan. Over the past four years, the partnership has resulted in 25 acres of restored urban parkland, more than 3,000 native plants installed, and nearly 100 community volunteer work parties. The partnership has also resulted in more than 5,000 volunteer hours contributed, of which 1,200 of these hours have been contributed by local youth. For 2017, the City and Forterra will continue to focus forest restoration activities at seven publicly owned urban forested areas within Everett under the management of the Parks and Recreation Department. These include Forest Park, Thornton A. Sullivan Park, Howarth Park, Rotary Park, Hannabrook Park, the Madison-Morgan Park Parcel, and South Everett Forest Preserve.

The work to be accomplished by Forterra will, in part, continue to build awareness of the function of urban forests, increase the community's capacity to be effective stewards and teach best management restoration and maintenance practices to community stewards of urban forests. The overall intended outcome is to help preserve publicly owned urban forests in terms of their health, functionality and long-term ecological sustainability. The work will be accomplished in coordination with the Public Works and Planning Departments, as well as the Board of Park Commissioners, Tree Committee and community stewards.

Total compensation to Forterra for this one year PSA is in an amount not to exceed \$63,000.

RECOMMENDATION:

Authorize the Mayor to sign a Professional Services Agreement with Forterra NW to continue implementation of a restoration plan for several publicly owned urban forested areas within the City, in an amount not to exceed \$63,000.

**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 Forterra, whose address is 901 Fifth Avenue, Suite 2200, Seattle, Washington 98164, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to continue implementation of a habitat restoration program to improve the long term health of several publicly owned urban forested areas within the City under the management of the park and recreation department 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 December 31, 2017 .
4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of sixty three thousand Dollars (\$63,000).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Jeff Price, Business Program Manager
802 E. Mukilteo Blvd.
Everett, WA 98203

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply

to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant

Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. State of Washington Requirements. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. Compliance with Federal, State and Local Laws. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

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

If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

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

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

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

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

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

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

City of Everett
Attn.: Jeff Price,
Everett Parks and Recreation Director
802 E. Mukilteo Blvd.
Everett, WA 98203

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

Joanna Nelson de Flores
901 Fifth Avenue, Suite 2200
Seattle WA 98164

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.

Corporation	<u>Forterra NW</u> [Service Provider's Complete Legal Name] By:  Typed/Printed Name: <u>Adam Draper</u> Its: <u>State Attorney</u> Date: <u>11/19/12</u>
Partnership (general)	_____ [Service Provider's Complete Legal Name] a Washington general partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Partnership (limited)	_____ [Service Provider's Complete Legal Name] a Washington limited partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Sole Proprietorship	_____ Typed/Printed Name: _____ Sole Proprietor: Date: _____
Limited Liability Company	_____ [Service Provider's Complete Legal Name] a Washington limited liability company By: _____ Typed/Printed Name: _____ Managing Member Date: _____

EXHIBIT A
SCOPE OF WORK

see attached

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

ALTERNATE B [LUMP SUM]

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

ALTERNATE C [PROGRESS PAYMENTS]

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

Task	Amount Paid upon Completion of Task

ALTERNATE D [BASE REGISTRATION]

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

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		
Materials and supplies		

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), or Teachers' Retirement System (TRS)? 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), or Teachers' Retirement System (TRS)? 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), or Teachers' Retirement System (TRS)?
 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), or Teachers' Retirement System (TRS)? 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), or Teachers' Retirement System (TRS)? Yes No

Service Provider Name: Forterra NW
Service Provider Phone Number: 206-905-6913

Signature: Melissa Lard Printed Name: Melissa Lard Title: VP Finance

2017 EXHIBIT A SCOPE OF WORK

Task One: Forest Steward Training and Support

This program is the core of the community-based volunteer involvement. Forest Stewards are recruited, trained and then assume responsibility for specific areas. Comprehensive support and growth of the Forest Stewards helps ensure the success of the Green Everett Partnership.

Task One Deliverables

- 1) Coordinate and implement one Orientation open to the public to attract new potential volunteers, Forest Stewards, and Support Stewards. This includes event logistics, preparation, registration set up, correspond with potential stewards, presentation and training.
- 2) Serve as the main contact for current and new Forest Stewards. Respond to questions, address problems and provide general support to Forest Stewards. Collect and track event requests. Coordinate with event lead and City staff.
- 3) Coordinate and host one training or theme work party open to Forest Stewards and the public. Forterra will submit event descriptions for Parks Guide based on deadlines set by Parks.
- 4) Coordinate one annual Forest Steward and Staff appreciation event to celebrate achievements.
- 5) Organize a minimum of one site visit per year for each park with current and new Forest Stewards in coordination with Everett Parks (a minimum of 7 total visits). Take notes and follow up on action items.
- 6) Develop and staff a minimum of 15 events to support Forest Stewards at their regular work parties and other customized events for groups such as corporations and schools.

Task Two: Volunteer Recruitment and Retention

This aspect of the Green Everett Partnership allows the program to not only maintain a presence in the community, but increase and enhance the visibility and brand of the Partnership. A community based forest restoration program that is dependent on volunteers must have consistent outreach in many forms to access potential partners.

Task Two Deliverables

- 1) Host and promote one Green Everett Day event (anticipating attendance of approximately 100 volunteers).
- 2) Develop update monthly fliers and outreach materials. Work with Parks graphic designer to provide information and process requests for any posters for specific events or parks.

- 3) Promote The Green Everett Partnership at 4 outreach events (e.g. local college/high school career fairs, Sorticulture and farmer's market, etc.).
- 4) Attend at least two community meetings or neighborhood events to recruit Forest Stewards and volunteers, with a focus on community groups near priority parks.
- 5) Develop at least 2 new relationships with partner organizations, local businesses, or schools that results in active participation or promotion of the Green Everett Partnership (e.g. YMCA, Community Colleges, UW Restoration Ecology, other non-governmental organizations.)
- 6) Provide quarterly updates to Everett Parks Green Everett Partnership webpage content and coordinate event information to be posted on City of Everett Green Everett Partnership webpage.
- 7) Launch and maintain a Green Everett Partnership Facebook page
- 8) Advertise events quarterly by posting volunteer opportunities on Forterra's website, and with local outlets (e.g. United Way, Volunteer Match, Boeing, Everett newspapers).
- 9) Serve as the main contact (via e-mail and phone) for Green Everett Partnership public inquiries. Update and manage volunteer and supporters e-mail list.
- 10) Send upcoming events and happenings monthly to e-mail distribution list.
- 11) Provide content to Everett Parks for publications, presentations, local newspapers, radio and neighborhood blogs or newsletters as needed.

Task Three: Field Restoration and Tracking

In addition to recruiting a network of Forest Stewards and volunteers, supporting work parties and tracking forest restoration progress is critical to the success of the Green Everett Partnership.

Task Three Deliverables

- 1) Coordinate one Forterra Washington Conservation Corp crew day to support and advance the forest restoration goals.
- 2) Collect, process, and maintain work log data in a database for all volunteer events and restoration work by volunteers and crews.
- 3) Submit midyear and end of year reports with program statistics.
- 4) Ground truth work log data and create a map of acres in restoration in at least 3 parks.

Task Four: Administration and Resources

It is important for the Partnership to plan and measure the progress toward meeting both the annual and 20-year goals and apply adaptive management to restoration strategies and volunteer recruitment as needed.

Task Four Deliverables

- 1) Create a one-page annual report with final outcomes of prior year (2016) for the public.
- 2) One presentation to the Everett Parks Board in 2017
- 3) Meet for one hour each month to coordinate on deliverables and strategic planning for the Green Everett Partnership.
- 4) Administrate contract to stay on task and within budget. Submit monthly invoices and progress reports.

Task Five: Stewardship Plan

Task Five is to prepare a forest stewardship plan for Hannabrook Park that will serve as a guide for restoration activities.

Task Five Deliverables

1. Field Assessment
Perform field reconnaissance to ground truth FLAT assessment data and collect additional information to include vegetation inventory, soils and site conditions, and restoration status.
2. Map development and GIS support
Create map of project site that includes site and HMU boundaries, identifying special areas of concern, existing restoration efforts, etc.
3. Plan Research and Development
Devise and describe vegetation management strategies, site history, soils background and priorities. Write and edit plan in collaboration with Everett Parks and Recreation staff.

Task Six: Additional Support Leveraged by Forterra

Forterra has been successful in bringing additional resources to the Green Everett Partnership in the form of a grant. Although successful procurement of grants and donations cannot be fully forecasted, Forterra will work towards securing and contributing leveraged resources to the program. This includes use of Forterra interns and leveraging opportunities within the larger Green Cities network.

Task Six Deliverables

- 1) Cities Network Communication Platform: Access to Green Cities Network listserv hosted and maintained by Forterra with news and announcements relevant to Green Cities work such as, upcoming trainings, webinars, conferences, grants,

and new research.

Cover monthly hosting of OneHub file-sharing site, and update site with Network Directory and calendar of educational/training opportunities for staff and stewards.

Coordination on possible regional scale funding for Green Cities Network.

- 2) Opportunities to participate in Green Cities quarterly focus groups and Summit.
- 3) Green Cities Outreach and publicity: Regional press release highlighting work of all Green Cities. Coordinate outreach booth or presentation at regional events.

**EXHIBIT B
COMPENSATION**

- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are identified in Exhibit A. Such payment shall be full compensation for Work performed or services rendered, included, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the Work.

- B. The City shall pay the Service Provider up to sixty thousand dollars (\$60,000) for the scope of work, tasks one through five, identified in Exhibit A.

- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider's incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed three thousand dollars (\$3,000) for the scope of work identified in Exhibit A.

- D. Total compensation, including all services and expenses, shall not exceed a maximum of sixty three thousand dollars (\$63,000.00).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2016

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 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 (OR) Heffernan Insurance Brokers 5100 SW Macadam, Suite 440 Portland OR 97239	CONTACT NAME:
	PHONE (A/C, No, Ext): 503-226-1320 FAX (A/C, No): 503-226-1478 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : First National Insurance Company of	NAIC # 24724
INSURER B : American States Insurance Company	19704
INSURER C : Travelers Casualty and Surety Compa	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Forterra
901 Fifth Ave. #2200
Seattle WA 98164

FORTERR-01

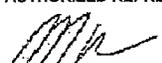
COVERAGES **CERTIFICATE NUMBER: 1022792192** **REVISION NUMBER:**

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"/> WA Stop Gap \$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		25CC36185140	7/1/2016	7/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$20,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		25CC36185140	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			01SU43052540	7/1/2016	7/1/2017	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							Prod./Comp. Ops. Agg.	\$10,000,000
							PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Professional Liability Retroactive 6/9/2006			105620248	6/9/2016	6/9/2017	Limit Each Claim	1,000,000
							Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured. City of Everett, its officers, employees and agents are included as additional insured (and primary) on General Liability and Automobile Liability policies per the attached endorsements, if required.

CERTIFICATE HOLDER City of Everett Attn: Jeff Price, Everett Parks and Recreation Director 802 E. Mukiteo Blvd. Everett, WA 98203	CANCELLATION 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Everett, its officers, employees and agents

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
 - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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Copyright, Insurance Services, 2001

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With Respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s):

City of Everett, its officers, employees and agents

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Reject all bids received on November 15, 2016 and Authorize to Re-Bid the construction of the Water Filtration Plant Operations Building Seismic Retrofit 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 Richard Hefti
 Phone Number 425-257-7215
 FOR AGENDA OF December 14,2016

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	Call for Bids, September 28, 2016	Bid Summary	Public Works

Amount Budgeted	\$1,000,000	Fund No. 336
Expenditure Required	\$2,000	Account Number(s): UP 3600
Budget Remaining	\$811,000	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Bids were opened on November 15, 2016 with 5 bids received.

Public Works recommends the City reject all bids and re-bid the project. This is because of confusion on the part of some of the bidders regarding bidder experience requirements, which would have resulted in rejection of one or more low bids. In addition, further review of the project has revealed that certain changes to the specifications may be necessary, especially related to maintaining water filter plant operations during construction, and these changes would be better incorporated into a new call for bids.

The Budget Remaining is determined by subtracting a previously approved consultant contract in the amount of \$185,000, a previously approved call for bids at \$2,000, and this call for re-bids at \$2,000.

RECOMMENDATION (Exact action requested of Council):

Reject all bids received on November 15, 2016 and Authorize to Re-Bid the construction of the Water Filtration Plant Operations Building Seismic Retrofit Project.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Authorize the Mayor to sign a Grant Rebate Agreement with Puget Sound Energy in the amount of \$24,420.00

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

COUNCIL BILL # _____
 Originating Department Facilities
 Contact Person Scott Pattison
 Phone Number 425-257-8846
 FOR AGENDA OF December 14, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

Location **Preceding Action** **Attachments** **Department(s) Approval**
 2710 Wetmore Avenue Grant Agreement Facilities, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s): 146-5-7-00000-650
Budget Remaining	-0-	Fund 146, Program 020
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In 2014 Facilities completed an energy conservation project; the work consisted of replacement of the onsite energy management system with a direct digital controls system allowing for better control of energy usage at the Performing Arts Theater. This work qualified for and received a grant from Puget Sound Energy in the amount of \$24,420.00.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign a Grant Rebate Agreement with Puget Sound Energy in the amount of \$24,420.00 including Washington State sales tax.



CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this ___ day of ___, 20___, by and between PUGET SOUND ENERGY ("PSE") and CITY OF EVERETT ("Participant").

RECITALS

- A. Under PSE's Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, "Tariffs"), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

- 1. PROJECT PREMISES/METER LOCATION ADDRESS: 2710 WETMORE AVENUE EVERETT, WA 98201 - CITY OF EVERETT PERFORMING ARTS CENTER (Please note: meter location/address may differ from the site mailing address). Participant will install or implement the conservation measures listed in paragraph 2 ("Conservation Measures") at the above located facilities (the "Premises"). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. Conservation Measures. Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the "Contractor") for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in Attachment C: Attachment to Conservation Grant, at the following costs:

Table with 5 columns: Conservation Measures, Measure Life, Total Cost, Eligible Grant. Row 1: HVAC controls only - GAS, 10, \$53,838.00, \$24,420.00. Row 2: TOTAL (includes sales tax), \$53,838.00, \$24,420.00.

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

- 3. Grant. Subject to PSE acceptance, PSE will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Conservation Grant (the "Grant") set forth on Attachment C, provided, however, that such Conservation Measures must be installed, and Grant paid within 24 months or less of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.



CONSERVATION GRANT AGREEMENT

4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

[http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.](http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation)
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



**CONSERVATION
GRANT AGREEMENT**

PUGET SOUND ENERGY

PARTICIPANT

By: _____

By: _____

Name: Corey Corbett

Print Name: _____

Title: Mgr., Business Energy Management

Title: _____

Federal Tax I.D. No.: _____