

# EVERETT CITY COUNCIL AGENDA

## 12:30 P.M., WEDNESDAY, JANUARY 22, 2020

### CITY COUNCIL CHAMBERS

Roll Call

Pledge of Allegiance

Approval of Minutes: January 8, 2020

Mayor's Comments:

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of \$1,400,271.93 for the period of December 28, 2019 through January 3, 2020.

Documents:

[res-6.pdf](#)

(2) Adopt Resolution authorizing claims against the City of Everett in the amount of \$6,062,424.56 for the period of January 4, 2020 through January 10, 2020.

Documents:

[res-7.pdf](#)

(3) Adopt Resolution authorizing payroll claims against the City of Everett in the amount of \$4,055,835.56 for the period ending December 21, 2019.

Documents:

[payroll-3.pdf](#)

(4) Adopt Resolution authorizing payroll claims against the City of Everett in the amount of \$5,345,364.76 for the period ending January 4, 2020.

Documents:

[payroll-4.pdf](#)

(5) Authorize the Mayor to sign the Local Agency A&E Professional Services

Consultant Agreement with TranTech Engineering, Inc. for the design of the Edgewater Creek Bridge Replacement Project in the amount of \$1,803,078.

Documents:

[Edgewater Creek Bridge.pdf](#)

(6) Authorize Release of Request for Proposal #2019-124 Parking Management Services – Everpark Garage.

Documents:

[Everpark.pdf](#)

(7) Accept the Legion Golf Course Stormwater Detention Project with Rodarte Construction, Inc., as complete and authorize the Mayor to sign the Certificate of Completion allowing the release of the retainage bond

Documents:

[Rodarte.pdf](#)

(8) Authorize the Mayor to sign an Interlocal Agreement with Snohomish Health District for a per capita contribution by the City for Health District Services.

Documents:

[Health District per capita.pdf](#)

(9) Authorize the Mayor to sign the North Cascades Commercial Use Authorization application.

Documents:

[North Cascades.pdf](#)

(10) Authorize Call for Bids for the 2020 Biosolids Removal Project.

Documents:

[biosolids.pdf](#)

(11) Authorize release of Request for Proposal #2019-103 Concession Services for Everett Station and Park locations.

Documents:

[Concessions.pdf](#)

(12) Adopt Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1712 19th Street.

Documents:

[1712 19th Street.pdf](#)

(13) Concur with the recommendation of the Cultural Arts Commission and accept

sculpture donation from Evergreen Arboretum & Gardens into the City of Everett's Public Art Collection.

Documents:

[Evergreen Arboretum.pdf](#)

PUBLIC HEARING:

(14) THIS ITEM HAS BEEN PULLED. CB 1911-60 – 3rd and final Reading – Adopt the Proposed Ordinance establishing an Everett Station District Business Improvement Area (BIA); providing for the levy of a special assessment upon real property (and the owners thereof) within the area; the deposit of revenues in a special account and expenditures therefrom; and providing for an implementing agreement with an Everett Station District property owners association or similar organization.

Documents:

[CB1911-60.pdf](#)

ACTION ITEMS:

(15) Authorize the Mayor to sign Addendum #2 to Interlocal Agreement for Development of the Everett Events Center.

Documents:

[Everett Event Center.pdf](#)

(16) Adopt Resolution establishing prohibited areas regarding court orders in prostitution related criminal cases.

Documents:

[Court ordered Soap Areas.pdf](#)

(17) Concur with the recommendation of the Cultural Arts Commission and approve the 2020 Cultural Arts Capital & Programming Grant Awards as designated, in an amount not to exceed \$40,000.

Documents:

[Cult Arts Awards.pdf](#)

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.)

(18) Planning Commission's recommended Climate Action Plan

Documents:

[Planning Commission Climate Action Plan.pdf](#)

(19) Adopt a Resolution for Expenditures of 2020 Human Needs Funding.

Documents:

[Human Needs Funding 2020.pdf](#)

(20) CB 2001-1 – 1st Reading - Adopt the Proposed Ordinance vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, plat of Everett Land Company's First Addition to Everett. (3rd and final reading and public hearing on 2-5-20)

Documents:

[CB2001-01.pdf](#)

#### PROPOSED ACTION ITEMS:

(21) CB 1911-54 – 2nd Reading - Adopt the Proposed Ordinance removing “Supportive Housing” as a Permitted Use in Single-Family Zones, repealing Ordinance No. 3500-16 (EMC 19.39.155), and revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020). (3rd and final Reading on 1-29-20.).

Documents:

[CB1911-54.pdf](#)

(22) CB 1912-70 – 2nd Reading - Adopt the Proposed Ordinance changing the maximum building heights in the Metro Everett Subarea Plan, amending Section 1 of Ordinance No. 3613-18 and amending maximum building heights in Metro Everett in the Zoning code, amending Ordinance No. 1671-89 as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420A) (3rd and final reading and public hearing on 1-29-20).

Documents:

[CB1912-70.pdf](#)

(23) CB 1912-71 – 2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005. (3rd and final reading on 1-29-20).

Documents:

[CB1912-71.pdf](#)

Executive Session

Adjourn

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



RESOLUTION NO. \_\_\_\_\_

**Be it Resolved by the City Council of the City of Everett:**

Whereas the claims payable by check against the City of Everett for the period December 28, 2019 through January 3, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	4,443.32	101	Parks & Recreation	5,931.78
002	General Government	995.00	110	Library	34,596.92
003	Legal	21,564.28	112	Community Theater	632.50
004	Administration	411.89	120	Public Works-Streets	27,862.91
005	Municipal Court	536.64	126	MV-Equipment Replacement Re	99,433.29
007	Human Resources	899.45	138	Hotel/Motel Tax	14,000.00
009	Misc Financial Funds	42,296.90	146	Property Management	2,560.54
010	Finance	3,477.09	148	Cum Reserve-Parks	143.52
015	Information Technology	2,241.34	152	Cum Reserve-Library	131.86
018	Communications, Mktg & Engag	39.67	153	Emergency Medical Services	8,022.88
021	Planning & Community Develop	2,385.87	156	Criminal Justice	1,354.41
024	Public Works-Engineering	6,804.19	197	CHIP Loan Program	151.71
026	Animal Shelter	410.17	303	PW Improvement Projects	501.25
027	Senior Center	4,437.52	336	Water & Sewer Sys Improv Proj	2,115.38
031	Police	16,467.04	401	Public Works-Utilities	335,279.46
032	Fire	2,163.93	425	Public Works-Transit	528,119.21
038	Facilities/Maintenance	5,332.53	430	Everpark Garage	325.09
	<b>TOTAL GENERAL FUND</b>	<b>\$ 114,906.83</b>	440	Golf	21,570.85
			501	MVD-Transportation Services	40,626.85
			503	Self-Insurance	100,328.07
			505	Computer Reserve	58,608.31
			507	Telecommunications	138.51
			637	Police Pension	1,375.08
			638	Fire Pension	1,554.72
			<b>TOTAL CLAIMS</b>	<b>\$ 1,400,271.93</b>	

\_\_\_\_\_  
Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Council President



RESOLUTION NO. \_\_\_\_\_

**Be it Resolved by the City Council of the City of Everett:**

Whereas the claims payable by check against the City of Everett for the period January 4, 2020 through January 10, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Government	1,019.25	101	Parks & Recreation	9,639.81
003	Legal	6,461.22	110	Library	18,526.30
004	Administration	10,443.68	112	Community Theater	16,510.00
005	Municipal Court	8,545.52	119	Public Works-Street Improveme	3,199.90
009	Misc Financial Funds	174,287.13	120	Public Works-Streets	6,733.64
015	Information Technology	2,730.00	138	Hotel/Motel Tax	13,091.52
018	Communications, Mktg & Engag	570.00	146	Property Management	38,221.20
021	Planning & Community Develop	164.87	148	Cum Reserve-Parks	1,620.00
024	Public Works-Engineering	2,476.45	152	Cum Reserve-Library	900.00
026	Animal Shelter	176.69	153	Emergency Medical Services	49,205.18
027	Senior Center	401.69	156	Criminal Justice	736.48
031	Police	10,167.81	303	PW Improvement Projects	6,076.48
032	Fire	9,122.27	336	Water & Sewer Sys Improv Proj	79,285.63
038	Facilities/Maintenance	14,152.04	342	City Facilities Construction	54,214.26
	<b>TOTAL GENERAL FUND</b>	<b>\$ 240,718.62</b>	354	Parks Capital Construction	537,820.39
			401	Public Works-Utilities	719,402.84
			402	Solid Waste Utility	367.88
			425	Public Works-Transit	773,886.08
			430	Everpark Garage	17,145.32
			440	Golf	7,201.12
			501	MVD-Transportation Services	50,985.19
			503	Self-Insurance	3,170,485.24
			505	Computer Reserve	63,579.67
			507	Telecommunications	3,911.77
			637	Police Pension	14,309.10
			638	Fire Pension	8,420.10
			661	Claims	116,241.96
			665	Other Special Agency Funds	39,988.88
			<b>TOTAL CLAIMS</b>	<b>\$ 6,062,424.56</b>	

\_\_\_\_\_  
Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Council President



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 December 21, 2019, and checks issued December 27, 2019, 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	11,509.52	\$6,729.65
003	Legal	65,478.04	22,913.10
004	Administration	45,979.84	12,110.05
005	Municipal Court	54,000.51	21,046.45
007	Personnel	42,911.85	16,664.37
010	Finance	70,862.71	26,716.11
015	Information Technology	68,047.50	27,040.89
018	Communications and Marketing	7,937.43	3,556.50
021	Planning & Community Dev	64,161.41	22,863.02
024	Public Works	147,614.38	61,796.26
026	Animal Shelter	40,379.63	16,715.74
027	Senior Center	12,049.38	5,092.55
031	Police	955,484.72	293,434.78
032	Fire	627,201.07	154,046.18
038	Facilities/Maintenance	67,324.14	32,680.68
101	Parks & Recreation	134,911.89	64,422.43
110	Library	106,430.46	38,190.59
112	Community Theatre	7,940.72	3,353.54
120	Street	67,544.73	32,890.21
153	Emergency Medical Services	259,739.21	58,351.36
197	CHIP	8,543.06	3,620.44
198	Community Dev Block	7,003.37	2,627.23
401	Utilities	692,485.71	301,170.12
425	Transit	392,080.77	178,299.79
440	Golf	23,445.58	9,955.38
501	Equip Rental	64,358.32	29,977.14
507	Telecommunications	10,409.61	4,728.70
		<u>\$4,055,835.56</u>	<u>\$1,450,993.26</u>

\_\_\_\_\_  
Councilperson Introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President



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 January 04, 2020, and checks issued January 10, 2020, 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	11,576.56	\$10,923.30
003	Legal	66,226.04	33,098.62
004	Administration	46,244.82	23,598.99
005	Municipal Court	54,416.56	28,700.84
007	Personnel	43,168.28	33,007.79
010	Finance	71,459.91	42,729.39
015	Information Technology	68,332.80	29,890.96
018	Communications and Marketing	8,365.39	3,570.59
021	Planning & Community Dev	65,042.19	24,564.28
024	Public Works	145,843.60	78,110.51
026	Animal Shelter	39,605.23	17,546.17
027	Senior Center	12,119.72	5,107.30
031	Police	1,660,733.17	362,046.96
032	Fire	958,859.19	214,876.83
038	Facilities/Maintenance	141,512.83	44,764.02
101	Parks & Recreation	135,634.28	75,862.26
110	Library	105,273.34	42,344.91
112	Community Theatre	7,988.48	5,490.79
120	Street	63,526.60	33,082.64
153	Emergency Medical Services	379,588.62	76,074.36
197	CHIP	8,470.99	8,152.71
198	Community Dev Block	7,068.57	2,596.52
401	Utilities	744,712.14	340,370.31
425	Transit	400,504.73	271,625.45
440	Golf	23,981.63	9,584.39
501	Equip Rental	65,010.54	31,765.37
507	Telecommunications	10,098.55	6,875.42
		<u>\$5,345,364.76</u>	<u>\$1,856,361.68</u>

\_\_\_\_\_  
Councilperson Introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President



**Project title:** Local Agency A&E Professional Services Consultant Agreement with TranTech Engineering, Inc. for the design of the Edgewater Creek Bridge Replacement Project.

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Agenda dates requested:**

January 15, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Proposed Agreement (2)

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Gael Fisk

**Phone number:**

(425) 257-8909

**Email:**

gfisk@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Consideration:** Local Agency A&E Professional Services Agreement

**Project:** Edgewater Creek Bridge Replacement

**Partner/Supplier:** TranTech Engineering, Inc.

**Location:** Mukilteo Boulevard at Edgewater Creek

**Preceding action:** City Ordinance No. 3719-19, approved 12/18/19

**Fund:** 303

**Fiscal summary statement:**

This Professional Services Consultant Agreement will cover the preliminary design, final design and potential for construction support services for the project. The cost of \$1,803,078 will be funded at 80% by a Federal grant and 20% through local matching funds as approved by City of Everett Ordinance No. 3719-19.

**Project summary statement:**

This project will remove and replace the existing Edgewater Creek Bridge, which was built in 1946 and is a vital link in a chain of three bridges that provide the only access to neighborhoods along Mukilteo Boulevard.

TranTech Engineering, Inc. was selected through a qualification-based selection process that included advertisement of a Request for Qualifications (RFQ), a detailed review of submitted qualifications and an interview process. Two consultant firms submitted qualifications in response to the RFQ. The qualification statements and the interview results were evaluated and scored by the project team. TranTech Engineering, Inc. was selected as the most qualified firm.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the Local Agency A&E Professional Services Consultant Agreement with TranTech Engineering, Inc. for the design of the Edgewater Creek Bridge Replacement Project in the amount of \$1,803,078.

# Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): TranTech Engineering, LLC	
Address 365 - 118th Ave SE - Suit 100 - Bellevue, WA 98005	Federal Aid Number
UBI Number 602-507-862	Federal TIN or SSN Number 68-0607809
Execution Date	Completion Date
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Edgewater Creek Bridge Replacement	
Description of Work  The Bridge constructed in 1946, is a vital link in a chain of three bridges that provide the only access to neighborhoods located along the Mukilteo Boulevard, an NHS route between the cities of Everett and Mukilteo. The existing structure is a 5-span 352 feet (52':78.5':91':78.5: 52') and 37 feet wide (26' curb-to-curb) cast-in-place non-redundant two girder concrete tee-beam bridge that is deficient in both shear and deck design demand load bearing capacity. The deck was designed for H-15 loading and is showing signs of distress under modern loads, even with its load posted status. The bridge is not only at risk seismically but is also functionally obsolete with its narrow traffic lanes and narrow sidewalks. The new replacement bridge will be approximately 375 feet long and 49 feet wide. The bridge facility will have (2) 12-foot lanes, (2) 5-foot shoulders and (2) 6.5-foot sidewalks.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$1,639,162.00 Management Reserve Fund: \$163,916.00 Maximum Amount Payable: \$1,803,078.00

## Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation/SBE Plan
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- Exhibit H      Liability Insurance Increase
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

### **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

### **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington:

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Gael Fisk, PE  
Agency: City of Everett Public Works Department  
Address: 3200 Cedar Street  
City: Everett State: WA Zip: 98201  
Email: [gfish@everettwa.gov](mailto:gfish@everettwa.gov)  
Phone: 425.257.8909  
Facsimile: 425.257.8882

**If to CONSULTANT:**

Name: Khashayar Nikzad, PE  
Agency: TranTech Engineering, LLC  
Address: 365 - 118th Ave SE - Suite 100  
City: Bellevue State: WA Zip: 98005  
Email: [knikzad@trantecheng.com](mailto:knikzad@trantecheng.com)  
Phone: 425-453-55454  
Facsimile: 425-453-6779

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## **VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- American with Disabilities Act of 1990  
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## **IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Gael Fisk, PE  
Agency: City of Everett Public Works Department  
Address: 3200 Cedar Street  
City: Everett State: WA Zip: 98201  
Email: [gfisk@everettwa.gov](mailto:gfisk@everettwa.gov)  
Phone: 425.257.8909  
Facsimile: 425.257.8882

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

  
\_\_\_\_\_  
Signature

12/10/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Agreement Number:

**Exhibit A**  
**Scope of Work**

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Project No.

Please see attached

Agreement Number:

## City of Everett Edgewater Creek Bridge Replacement

### **Exhibit "A"** **SCOPE OF WORK**

#### **Background:**

This project will replace the existing City of Everett's (City) Edgewater Creek Bridge in Mukilteo Blvd. corridor with a new multi-span bridge.

The Bridge constructed in 1946, is a vital link in a chain of three bridges that provide the only access to neighborhoods located along the Mukilteo Boulevard, an NHS route between the cities of Everett and Mukilteo. The other two bridges are Maple Heights (SID 08560500) and Merrill & Ring (SID 08560600) and both have projects proposed to deal with existing deficiencies. The Mukilteo Boulevard traverses deep ravines and winds along steep hillsides and is the only access to the neighborhoods along its length. It also serves over 6000 vehicles per day in its load restricted condition. If any two of these three bridges were to fail during a seismic event there is no other access to the areas isolated by the bridge failures.

The existing structure is a 5-span 352 feet (52':78.5':91':78.5: 52') and 37 feet wide (26' curb-to-curb) cast-in-place non-redundant two girder concrete tee-beam bridge that is deficient in both shear and deck design demand load bearing capacity. The deck was designed for H-15 loading and is showing signs of distress under modern loads, even with its load posted status. The bridge is not only at risk seismically but is also functionally obsolete with its narrow traffic lanes and narrow sidewalks.

The physical condition of this bridge has been deteriorating in recent years and requires constant maintenance and occasional closures. Replacement alignment/ s of the existing bridge will be based on considerations of the environmental process determinations, right-of-way, mobility of traffic and other City-desired goals that will be determined during the important Type, Size, & Location (TS&L) investigation phase of the project.

The work will include project management inclusive of project scoping, multi-agency coordination, utility coordination, and preliminary design, final design, and construction phases.

It is assumed that the City will lead the Right-of-way activities.

The City, at its discretion, may elect to include to amend the consultant's contract to include partial or full construction engineering services, which may include construction phase engineering support and inspection for federally funded projects.

Furthermore, the City, at its discretion, may elect to amend the consultant's contract to include the design and construction phase engineering support and inspection of the Merrill & Ring Bridge replacement as well, due to its similarity to the Edgewater Creek Bridge Replacement Project.

#### ***Initial Scope Summary:***

## City of Everett Edgewater Creek Bridge Replacement

### *Initial Scope Summary:*

1. Project Management
2. Surveying
3. Geotechnical Engineering & Report
4. Environmental Permitting
5. Bridge Aesthetics
6. Utility Coordination
7. Constructability Review, Construction Schedule & Estimation
8. Traffic Control
9. Illumination & Signage
10. Community Outreach
11. Civil, Roadway & Drainage Design
12. Structural Design
13. Bidding Phase Support
14. Construction Phase Support

### *Future Possible Scope (Optional Work), at City's discretion:*

- Construction Management

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following guidelines and documents:

- AASHTO 2001, "A Policy of Geometric Design of Highways and Streets"
- Washington State Department of Transportation, "Standard Specifications for Road and Bridge Construction"
- Washington State Department of Transportation, "Design Manual"
- Washington State Department of Transportation, "Bridge Design Manual"
- AASHTO LRFD Bridge design Specifications – Seventh Edition
- Washington State Department of Transportation, "Materials Laboratory Outline"
- Washington State Department of Transportation, "Construction Manual"
- Washington State Department of Transportation, "Local Agency Guidelines"
- Highway Research Board's Manual entitled "Highway Capacity"
- FCONSULTANT and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways"
- Standard drawings prepared by City shall be used as a guide in all cases where they fit design conditions.
- AASHTO "Guide for the Development of Bicycle Facilities"
- WSDOT Highway Runoff Manual
- WSDOT Hydraulics Manual

## City of Everett Edgewater Creek Bridge Replacement

### WORK ELEMENT 1 PROJECT MANAGEMENT:

This work element includes administration of the contract between the Consultant and the Agency, preparation of monthly progress reports and quality control, necessary for the Project. The task includes all administrative services needed to coordinate with the sub-consultant/s and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating
- Meetings and Meeting Minutes – approximately 17 team meetings is assumed for the duration of the design activities
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Design Team Management:
  - a. Schedule and coordinate with design team.
  - b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
  - c. Prepare, monitor, and update project schedule. Monitor project budget.
  - d. Prepare monthly billings, progress reports, and updated monthly project schedule.
  - e. Maintain regular informal contact telephone discussions, and electronic mail.
  - f. Obtain, with assistance from the City, rights of entry necessary for geotechnical studies, etc.

#### **Deliverables:**

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule

**WORK ELEMENT 2 SURVEYING:**

This Work Element is performed by 1-Alliance to provide topographic survey and engineering basemaps of the existing Edgewater Creek Bridge and its surroundings, including pick-ups of flagging for Ordinary High-Water Mark (OHWM) of the Creek and topo mapping of the ravine 100 feet north and south of the existing bridge.

The east-west project limits along W. Mukilteo Blvd. will begin 150' southwesterly of the bridge structure and continue 110' beyond the northeasterly end of the bridge structure. The limits include the intersections with Mukilteo Ln. and Shore Ave.

Above the ravine mapping will be to full Right-of-Way from Mukilteo Ln. to the top of the ravine and from Shore Ave to the top of the ravine. The limits include the top of bridge from barrier to barrier.

Ravine mapping will extend approximately 100-feet northerly and southerly of the bridge face and will be 25-feet each side of the center of the ravine. The limits include mapping directly below the bridge from bridge abutment to bridge abutment, if accessible.

Ordinary High-Water Mark flags may extend 100-feet southerly and northerly of the bridge face.

1 Alliance proposes using a 3D terrestrial scanner for mapping the roadways and the underside of the bridge structure.

Please see Exhibit A, Surveying Limits, attached to this proposal.

**2.1 Surveying and Mapping**

**2.1.1 Survey PM, Admin, QA/QC**

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, 1 Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

**2.1.2 Survey Control**

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

## City of Everett Edgewater Creek Bridge Replacement

### 2.1.3 Geodetic Survey Control

#### 2.1.3.1 Horizontal

Typically, survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.

#### 2.1.3.2 Vertical

Typically, the Vertical Datum for the survey work shall reference the North American Vertical Datum of 1988 (NAVD88).

### 2.2 Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort.

Topographic— approx. 600 linear feet along W. Mukilteo Blvd and a portion of the park to the northeast corner of the project which is designated for staging area. The consultant shall locate and map visible features necessary for the creation of an engineering design base map as shown in Exhibit A. Typical features include:

- Topographic and Planimetric, including channelization.
- Edge of Pavement, gravel, grass, concrete, etc.
- Curb and sidewalk, including curb cuts and ADA ramps.
- Signs and signals.
- Trees and edges of significant vegetation in the laydown area (see Exhibit A).
- Walls, rockeries, and fences (or faces of).
- Ground measurements will be captured sufficient to generate a digital terrain model (DTM) at one-foot contours.
- Visible improvements situated within the described mapping limits.
- Bridge abutment as-builts and soffit elevations.

### 2.3 Utility Surveying Services

This task includes the mapping of utilities throughout the survey limits, including within the roadway. Underground 'Conductible' Utility Locates. The Consultant shall arrange for underground 'conductible' utility locating, by means of a private utility firm. This service shall locate utilities within the project corridor limits. The consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the utility locating service. Franchise utilities are typically marked by the franchise. Underground utilities to be mapped include: power, natural gas, water, fiber optic line, cable TV, telephone, and traffic.

2.3.1 Surface Observable to include: power poles, vaults, risers, fire hydrants, water valves/meters, gas valves, traffic signal/traffic control boxes, and overhead utility lines.

2.3.2 Stormwater structures – The center of rims on catch basins and storm drain manholes will be collected.

2.3.3 Sanitary sewer structures – The center of rims on sewer manholes will be collected.

2.3.4 Pipe invert elevations are a part of the scope of services.

#### **2.4 Office Processing**

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

#### **2.5 Right-of-Way and Boundary Resolution(s)**

2.5.1 Right-of-Way (ROW) – Resolve right-of-way within the project limits.

2.5.2 Parcel Resolution – Resolve boundaries for parcels 00433600006600, 00433600002100, 00433600006501 and 00433600006052.

2.5.3 Review ROW plans created by Perteet.

#### **Assumptions:**

1. Rights-of-Entry will be provided by the City of Everett.
2. Traffic control, if required, will be a uniformed officer and billed as an invoiced ODC.
3. Measurement of tree driplines/canopies are not a part of the scope services.
4. Tree Tags are not a part of the scope of services.
5. Boundary and Right-of-Way resolution is not a part of the scope of services.
6. Setting of property corners is not a part of the scope of services.
7. A record of Survey is not a part of the scope of services.
8. Up to 60 Ordinary High-Water Mark flags, set by others, to be located.
9. 1 Alliance will try to schedule the conductible utility locating service to be onsite within 5 business days from the notice to proceed.
10. 1 Alliance will not be responsible for the completeness or timeliness of the conductible utility locating service.
11. Title reports with underlying documents for parcels 00433600006600, 00433600002100, 00433600006501 and 00433600006052 to be provided by the CITY.

#### **Deliverables:**

1. Topographic Survey with 1-foot contour intervals (electronic copy).
2. AutoCAD Surfaces (DTM Files) (electronic copy).
3. Copy of field survey books (hard copy).
4. ASCII file of control points.

**Exhibit A, Surveying Limits**



Cyan= Scanning

Magenta= Conventional mapping

Red= Ravine and OHWM flags

### **WORK ELEMENT 3      GEOTECHNICAL ENGINEERING:**

This Work Element is performed by HWA to provide geotechnical engineering investigations and report to support the design team. The geotechnical engineering effort will include the following activities:

#### **3.1 Project Management**

- 3.1.1 Attend Project Kickoff Meeting: CONSULTANT will attend one project kickoff meeting with the City of Everett and the design team. This meeting will review project objectives, communication protocol and schedule. CONSULTANT assumes that this meeting will take place at the City of Everett's Office.
- 3.1.2 Project Coordination Meetings: CONSULTANT will attend up to eight (8) project coordination meetings with the design team. CONSULTANT's attendance will be used to convey the geotechnical considerations of the site to the City of Everett and the design team.
- 3.1.3 Invoice Generation and Processing: CONSULTANT will prepare monthly invoices, and progress reports for the duration of the design phase of the project.
- 3.1.4 Geotechnical Task Management: CONSULTANT will provide geotechnical task management to all geotechnical related aspects of the project. CONSULTANT will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

#### **3.2 Review Existing Geotechnical and Foundation Information**

- 3.2.1 Collect and Review Available Geotechnical Data: CONSULTANT will collect and review readily available and relevant geotechnical information within the project site. This review will include online geotechnical databases, geologic maps, and CONSULTANT library.

#### **3.3 Field Geotechnical Explorations**

- 3.3.1 Plan Field Exploration Program: CONSULTANT will plan and coordinate a 2-phased geotechnical exploration program for the project. Phase 1 will consist of conducting a series of geotechnical borings within the roadway in support of the bridge replacement. Phase 2 of our proposed field explorations will consist of conducting a reconnaissance of the ravine slopes and limited access borings along the slope adjacent to the bridge. Planning will include identification of the location of the geotechnical borings, development of traffic control plans, and coordination of required equipment and utility clearance.
- 3.3.2 Conduct Utility Locates for Geotechnical Explorations: Prior to generation of our geotechnical work plan, CONSULTANT will mark the proposed exploration locations and arrange for utility locates using the Utility

## City of Everett Edgewater Creek Bridge Replacement

Notification Center. Utility location marks will be used to verify proposed field exploration locations prior to development of traffic control plans.

- 3.3.3 Generate Geotechnical Work Plan Memo: CONSULTANT will prepare a Geotechnical Work Plan Memorandum describing exploration means and methods associated with both Phase 1 and Phase 2 of our exploration program. This work plan will be submitted to the design team and the City of Everett for review and approval. The work plans will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and designation of staging areas. The work plans will also be used for utility locating clearances and for permitting and right of entries that may be necessary to access the exploration locations. We assume the City of Everett or TranTech, in support of this project, will acquire and provide any required permits or right of entries at no cost to CONSULTANT.
- 3.3.4 Conduct Phase 1 Explorations (Geotechnical Borings): CONSULTANT will conduct a series of 4 geotechnical borings along the bridge alignment to support various aspects of the design. CONSULTANT proposes to drill one truck mounted geotechnical boring near each existing bridge abutment (total of 2 borings). These borings will be drilled to a depth of approximately 75 feet below ground surface near the location of the existing east and west bridge abutments. Instrumented groundwater monitoring wells will be installed within both borings to monitor and record seasonal variations in groundwater levels.

To assess the soil and groundwater conditions at the proposed interior piers, CONSULTANT proposes to advance two (2) borings through the bridge deck. At each of the two (2) over-ravine (bridge) boring locations, a nominally 12-inch diameter core will be drilled through the existing pavement and structural deck. The best location for these cores will be coordinated with the design team to account for existing utilities and structural considerations. A very small quantity of water will be used to lubricate and cool the diamond-tipped core barrel; this water will be contained and collected using a shop-vacuum. Both concrete cores will be drilled, extracted, and covered with steel plates the day before drilling is scheduled to commence.

Once the core holes are completed, the exploratory borings will be advanced using the rotary wash drilling technique. This drilling technique will employ a temporary steel casing (nominally 8 inch diameter) extending from the bridge deck surface down a sufficient depth (nominally 20 feet) below the mudline. This steel casing will create a seal to contain all drilling fluid and soil cuttings such that there is no drilling mud is released into the ravine.

After each of the boreholes have reached the required target depth of 75 feet below the ground surface, the boreholes will be abandoned using a bentonite grout slurry in accordance with Washington State Department of Ecology requirements.

## City of Everett Edgewater Creek Bridge Replacement

Once the borings are completed and the drilling rods are removed, the core holes in the bridge deck will be patched with high strength concrete. We anticipate that rebar dowels will be installed in the side wall of the core holes to properly adhere the new concrete to the existing bridge deck. CONSULTANT will coordinate with TranTech to determine the required doweling protocol for patching the pavement cores. After each core is patched, a steel plate will be placed over the core and surrounding roadway to allow the associated patch to dry.

- 3.3.5 Conduct Phase 2 Explorations (Slope Reconnaissance): CONSULTANT will conduct a one-day slope reconnaissance of the steep slopes along the ravine adjacent to the bridge. This reconnaissance will be used to identify critical slope features, signs of slope instability and to map exposed soil outcroppings. Hand borings and Dynamic Cone Penetrometer (DCP) testing will be completed along the steep slopes during the reconnaissance to quantify the thickness of loose, near surface colluvial soils along the slopes. Information from the slope reconnaissance will be critical in the design of slope protection measures.

In addition to the one-day slope Reconnaissance, CONSULTANT will conduct two days of drilling within the ravine with a limited access drill rig. Limited access borings will be drilled at locations of possible retaining walls or areas of observed slope instability. Limited access borings will be drilled to depths ranging from 15 to 25 feet below ground surface, or until practical refusal. No groundwater monitoring wells will be installed within the limited access borings.

- 3.3.6 Generate Boring logs and Assign Laboratory Testing: CONSULTANT will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, grain-size distribution, Atterberg Limits, and direct shear testing.
- 3.3.7 Groundwater Monitoring: CONSULTANT shall install a groundwater monitoring transducer in both of the proposed monitoring wells. These transducers will be set to acquire groundwater elevation readings every half an hour for the duration of 6 months. A Hydrogeologist from CONSULTANT shall make two site visits to download and process the groundwater data. This data will be used to provide geotechnical design recommendations and to provide prospective contractors with an accurate representation of the seasonal groundwater variations across the site.

### **3.4 Geo Environmental Support**

- 3.4.1 Review of Existing/Readily Available Data: CONSULTANT will review environmental regulatory database records, historical documentation, and regulatory agency files (if deemed necessary) to assess sites of concern, particularly those located adjacent to the project corridor, that have the potential for hazardous materials impacts to the project. The data review will be completed per WSDOT "right-sized" Hazardous Materials Analysis report guidance. Historical information reviewed will include Sanborn Fire

## City of Everett Edgewater Creek Bridge Replacement

Insurance maps, historical aerial photos, historical topographic maps and historical city directories for the streets included in the project corridor.

- 3.4.2 Site Reconnaissance: CONSULTANT will complete a site reconnaissance from public rights-of-way or publicly accessible properties (i.e., windshield survey).
- 3.4.3 Generate Hazardous Materials Analysis Report: CONSULTANT will prepare draft and final Hazardous Materials Analysis Reports summarizing the data reviewed and assessing the potential presence of contaminants in soil, groundwater, sediment, and/or surface water in the project corridor.

### **3.5 Engineering Analysis**

- 3.5.1 Evaluate Field and Laboratory Data: Based on the borings and the laboratory test results of selected samples, CONSULTANT will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- 3.5.2 Develop Geologic Cross-Sections: CONSULTANT will construct a geologic cross-section along the centerline of the project. This cross section will show soil conditions along the bridge alignment and will be provided in a geotechnical report.
- 3.5.3 Generate AASHTO seismic design parameters: Based on the soils encountered along the alignment, CONSULTANT will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Road and Bridge.
- 3.5.4 Evaluate Slope Stability: CONSULTANT will evaluate the global slope stability of the steep slopes to identify potential impacts to the project. Results of the field reconnaissance, exploration, and testing programs will be incorporated in the analysis. Global stability will be evaluated using the limit equilibrium approach under both static and seismic loading conditions.
- 3.5.5 Evaluate soils for Liquefaction and Lateral Spread Potential: CONSULTANT will evaluate the susceptibility to liquefaction of the soils along the bridge alignment for the design event required by AASHTO. Once the susceptibility to liquefaction is determined, we will evaluate the potential for lateral spreading.
- 3.5.6 Evaluate Bridge Foundation Vertical Capacity: CONSULTANT will perform analyses of foundation vertical capacities using accepted drilled shaft and/or spread footing estimation methods provided in the AASHTO LRFD Bridge Specifications and the Washington State Department of Transportation (WSDOT) Geotechnical Design Manual (GDM).
- 3.5.7 Evaluate Bridge Foundation Lateral Capacity: CONSULTANT will develop bridge foundation lateral parameters. The lateral parameters will be provided in the form of

## City of Everett Edgewater Creek Bridge Replacement

LPILE input parameter tables for drilled shaft foundations and equivalent fluid passive pressures for spread footings.

- 3.5.8 **Generate Abutment Lateral Earth Pressures:** CONSULTANT will provide lateral earth pressure recommendations for proposed abutment structures and wing walls. Earth pressure diagrams for both static and seismic loading conditions will be generated using the procedures outlined in the WSDOT GDM.
- 3.5.9 **Retaining Wall Design:** CONSULTANT will provide design recommendations for retaining wall structures proposed near the abutments.
- 3.5.10 **Slope Stabilization Design:** CONSULTANT will provide design recommendations for slope stabilization systems along both the east and west slopes of the ravine.
- 3.5.11 **Approach Pavement Design:** CONSULTANT will provide pavement design recommendations for the two bridge approaches.
- 3.5.12 **Specification Development:** CONSULTANT will assist the design team in the development of geotechnical related specifications. CONSULTANT expects that this will include slope stabilization, retaining wall, and foundation specification assistance.
- 3.5.13 **CONSULTANT QA/QC:** CONSULTANT will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the City of Everett.

### **3.6 Draft Geotechnical Report**

- 3.6.1 **Prepare Draft Geotechnical Engineering Report:** CONSULTANT will prepare a draft geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

### **3.7 Final Geotechnical Report**

- 3.7.1 **Prepare a Final Geotechnical Engineering Report:** CONSULTANT will finalize our geotechnical report once we receive review comments from the design team and the City of Everett.

### **3.8 Geotechnical PS&E Coordination and Support**

- 3.8.1 **Miscellaneous Geotechnical Assistance:** CONSULTANT will provide up to 40 hours of miscellaneous geotechnical assistance during the PS&E process.

#### **Assumptions:**

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential

## City of Everett Edgewater Creek Bridge Replacement

contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to CONSULTANT.

- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- CONSULTANT assumes that they will attend 8 project coordination meetings other than the kick off meeting.
- All Field explorations will be conducted between the hours of 9AM to 3PM. CONSULTANT assumes that establishment of traffic control will also abide by these hours.
- No Phase 1 or Phase 2 Environmental Site Assessment will be completed by CONSULTANT.
- All required rights of entry will be provided by the City of Everett or TranTech at no cost to CONSULTANT.
- The borehole locations will be surveyed by others.
- No stormwater infiltration testing will be conducted as part of this project.

Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet to 25 feet. Samples will be taken at 5-foot intervals below 25 feet.

- The two wells installed as part of this investigation will be maintained throughout design and abandoned by the contractor during construction.
- Groundwater monitoring will be completed over a period of 6 months.

### Deliverables:

- Exploration Plan
- Draft Geotechnical Report
- Final Geotechnical Report
- Geotechnical Addenda as necessary to Support PS&E Activities

**WORK ELEMENT 4 ENVIRONMENTAL PERMITTING:**

This Work Element is performed by Pertect to provide environmental permitting documentation for the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. We therefore assume that the WSDOT will be the lead coordinator for NEPA. For the purposes of this Scope of Services, we assume that this project can be authorized under a NEPA Categorical Exclusion (CE). Environmental documentation produced under this scope of work will be based on a single preferred closure alternative to be selected by others prior to PSE preparation and after outreach is conducted by others. The necessary work elements associated with preparation of NEPA and SEPA documentation are assumed to be:

**4.1 Environmental Evaluation, Field Work, and Summary Data Gathering**

Early in the project and prior to 30% design, the Consultant will gather relevant and available resource information about the natural and built environmental context of the project action and foreseeable alternatives for closures and detour routes. The CONSULTANT will conduct a desktop survey to identify any known and documented environmentally sensitive areas (e.g. wetlands, streams, geologic hazards, and Ecology facilities sites). This desktop review will also include identifying other known/mapped features of potential concern including public properties/parks, historic and/or cultural resources, disadvantaged populations, and ecological/natural resources. Work conducted under this task will be based on internet research and review of existing documentation on the PROJECT area and vicinity.

Additionally, the CONSULTANT will perform a reconnaissance level field observation to identify and delineate the potential and known presence of ecologically sensitive critical areas (wetlands and streams) potentially affected by the project. Edgewater creek is known to occur at the project location, but wetland areas need to be further confirmed for absence or presence in and near work areas adjacent to the bridge. Field work will be conducted by a CONSULTANT environmental scientist over the course of no more than one (1) field day. The Ordinary High Water Mark (OHWM) of Edgewater Creek will be flagged in the field in the context of the project on public property (or as right of entry is secured by others on adjacent private property). Delineation flags will be located by survey pick-up along with up to two (2) flagged-boundary wetland units, if found. The survey of located delineation flags will be used for project related maps and information to identify critical areas for avoidance of impacts. Field findings of the reconnaissance will be described in NEPA documents to the level relevant to define the environmental context for NEPA review. A critical areas technical memo will be produced by the consultant to document the methods and findings of delineation efforts, as scoped under Task 4.4.

The CONSULTANT will also identify the necessary environmental documentation materials as part of the background information review and site reconnaissance that may be needed to develop and meet the requirements of the State Environmental Policy Act (SEPA). No actual permit or regulatory documentation (NEPA and SEPA documentation) will be developed under

this task. Information gathered under this task will be placed in CONSULTANT files and used in the work items related to document production subtasks.

#### **4.2 NEPA/SEPA Documentation**

The PROJECT is expected to qualify for Categorical Exclusion (CE) under WSDOT NEPA review and is assumed to qualify for SEPA MDNS under Everett and Mukilteo local jurisdictions. For this task, the CONSULTANT will draft and complete a Preliminary and Final NEPA CE Form with Endangered Species Act (ESA) Checklist, prepare a Cultural Resources and Historic Structures Assessment, an Environmental Justice Technical Memo, a Critical Areas Technical Memo, and a 4(f) Memo and De Minimis Form. A draft and final SEPA Checklist will also be prepared. The CONSULTANT will assist the CLIENT to coordinate with the City of Mukilteo and WSDOT staff for review and approval signatures on the CE Form and as may be needed for SEPA.

#### **Assumptions:**

- An early coordination conference call was held with WSDOT and CLIENT staff on October 21, 2019 to preliminarily scope the NEPA documentation levels described in this Scope of Work. No further coordination meetings are assumed with WSDOT. An email and/or call update with WSDOT can be facilitated by the CONSULTANT with the CLIENT for reconfirmation of NEPA documentation levels after the selection of a preferred closure alternative by others and before PSE and NEPA document preparation.
- No city preapplication meetings will be scheduled or conducted by the CONSULTANT. SEPA process research and feedback with Everett and Mukilteo will be assumed to be handled by the CLIENT along with clarification of any local permit needs.
- The CONSULTANT may provide information to the CLIENT for the CLIENT to complete any required local land use development permit applications required for the PROJECT and with available information to the CONSULTANT under other scope items.
- CLIENT staff will be responsible for permit submittals and obtaining city permits and reviews related to any required development permit applications including administrative review, grading, site plan review, right-of-way use, and other related permits as required.
- CONSULTANT preparation of a draft and final SEPA checklist is budgeted under this task to facilitate SEPA review and interlocal adoption.
- Federal funding will require compliance with WSDOT NEPA. A NEPA CE is assumed to be the appropriate level of NEPA determination. A Preliminary and Final NEPA CE Documentation Form will be completed by the CONSULTANT for CLIENT submittal to WSDOT.
- The PROJECT will require Section 106 review under the National Historic Preservation Act according to Appendix J, Exhibit B of the October 2018 version of the WSDOT CE Guidebook (A-6). A Cultural Resource Survey inclusive of existing bridge documentation, documentation of two (2) potentially eligible historical buildings, and an

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archaeological survey will be prepared by the CONSULTANT for WSDOT review and coordination.

- Endangered Species Act compliance is assumed demonstrated as “No Effect” through use of the WSDOT NEPA CE form checklist, through 4(d) maintenance program provisions, and through avoidance of any direct in-water work or wetland impacts. An independent Biological Assessment or Formal Section 7 ESA Consultation is therefore not assumed to be needed due to absence of listed species in or around the project area and the likely avoidance of impacts to wetlands or Edgewater Creek.
- Avoidance of adverse Environmental Justice (EJ) effects is assumed to be demonstrated as “no impact to protected populations” through use of the WSDOT CE form and a provided EJ Technical Memo, and as related to outreach efforts to be coordinated and provided by others. Two sources of demographic data (per WSDOT requirements) will be compiled in a technical memo by the CONSULTANT to demonstrate no disproportionate impacts will occur to protected populations in the project area and vicinity. If disproportionate impacts are known or probable, or if supplemental outreach coordination is required by WSDOT related to EJ review, a supplemental scope and fee will be prepared for CLIENT consideration and authorization at the time any supplemental requirements are known in the future that are otherwise unforeseeable at the time of this scope preparation.
- A Critical Areas Technical Memo will be provided for NEPA and SEPA documentation that will describe Edgewater Creek along with the project action and the avoidance of any direct impacts. No wetlands are assumed to occur in the work areas at the time of scope preparation, but a detailed site reconnaissance has not yet been conducted to prepare this scope and all potential work areas are not yet known that may be known during the PROJECT. However, no instream work in Edgewater Creek or wetlands is assumed to occur. Delineation field work and the project action will be limited to occur on city owned property and/or right-of-entry will have been approved by others prior to initiating any CONSULTANT field work in Task 4.1 and no subsequent delineation efforts are assumed in this task. Temporary vegetation disturbance to the riparian buffer of Edgewater Creek will be described and addressed with a vegetation restoration plan in Task 4.3. If wetland areas are discovered, and unavoidable wetland impacts are necessary, the CONSULTANT will make the CLIENT aware of this finding early in the project schedule and a supplemental scope and fee will be prepared for CLIENT consideration and authorization to address any additional documentation and related permit processes if determined to be necessary.
- A 4(f)/6(f) Technical Memo will be provided by the CONSULTANT to illustrate and describe temporary Edgewater Park impacts for CLIENT coordination of a letter of consent from Everett Parks for NEPA review that is assumed to indicate temporary staging use and related restoration of Edgewater Park. A 4(f) De Minimis form will be completed by the CONSULTANT for WSDOT evaluation of the 4(f) temporary park use.

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- The CLIENT will submit NEPA related information to WSDOT, tentatively scheduled to be prepared at or near the 30% PSE design level.
- The CONSULTANT will encourage CLIENT follow-up to WSDOT LPE approximately every 2-3 weeks after submittal to facilitate review. It is assumed the CLIENT will prepare information to submit the Preliminary CE form to WSDOT at or near the completion date of the 30% PSE and the Final CE form will be submitted to WSDOT at or near 60% PS&E submittal.
- No additional federal or state permits or approvals or related documentation are scoped or known to be required for the PROJECT.
- A noise assessment, air assessment, or visual assessment, will not be required from preliminary feedback obtained from WSDOT during the October 21, 2019 early coordination conference call.

### **Deliverables:**

- Preliminary NEPA CE Form and technical memos for Environmental Justice, Cultural Resources, Hazmat Memo (by others), and 4(f) De Minimis provided in Word or PDF format provided at or near 30% PSE submittal date for WSDOT submittal by CLIENT.
- Review draft and final Critical Areas Technical Memo in PDF format provided at or near 60% PSE submittal for use in SEPA documentation and HPA.
- Review draft and final SEPA Checklist in PDF format provided at or near 60% PSE submittal.
- Final NEPA CE Form prepared for City of Everett signature and WSDOT submittal provided by the CONSULTANT at or near 60% PS&E submittal.

### **4.3 Restoration Drawings for Edgewater Park and Stream Buffer**

The PROJECT is expected to use a limited area of Edgewater Park for construction staging and access. Use of the park will be clarified based on discussions conducted during outreach to be performed by others. A restoration plan of the park lawn area and any disturbed stream buffer areas will be provided to remove construction-related temporary surfacing and other BMPs and restore lawn/mulch and native vegetation areas that are assumed to be disturbed by the project near the bridge. Drawings will be prepared under the supervision of a WA Professional Landscape Architect and will be included in the 90% and/or final PS&E set along with an opinion of construction cost.

### **Assumptions:**

- The restoration drawings will address restoration of pre-project vegetation and soil conditions with available construction materials based on standard landscape construction practices and will include information for seeding/mulching and native plant vegetation restoration: drawing plan sheets and legends, details, and general notes will be included in the 90% and/or final PSE set.

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- Restoration drawings may be appended in the Critical Areas Memo to indicate restoration of temporary stream buffer impacts.
- No recreational park pavement or park structures will be disturbed or restored by the PROJECT.

### Deliverables:

- Review final park restoration drawings and cost estimate provided at 90% and Final PSE.

#### **4.4 Prepare JARPA Form for HPA and facilitate WDFW submittal and review:**

The CONSULTANT will prepare a Joint Aquatic Resources Permit Application (JARPA) and will provide electronic HPA submittal with the Critical Areas Memo and selected PSE drawings for HPA permit review, assumed to occur post SEPA issuance and at or near the 90% PSE phase.

### Assumptions:

- A SEPA Determination will be noticed/processed/obtained by the CLIENT prior to the HPA JARPA submittal.
- HPA JARPA submittal is assumed to be necessary due to work over Edgewater creek for the bridge replacement and no in-water work in the creek is assumed to occur.
- HPA will be the only purpose of the JARPA application.
- A supplemental scope of work to this agreement may be needed if any additional mitigation, design, or other documentation is required by WDFW (or other parties) other than containment measures for bridge demolition/construction, buffer vegetation restoration, or other readily available information provided under this scope of work.
- No future meetings are assumed for HPA review, correspondence with the CLIENT and WDFW will be provided by email or phone by the CONSULTANT for approximately 4 weeks after the JARPA submittal to facilitate HPA review, assuming no more than a few hours per week of maximum CLIENT coordination assistance during this time.

### Deliverables:

- CONSULTANT correspondence via phone and/or email.
- Draft and final documents provided to the CLIENT by email to comprise the electronic HPA submittal package to be submitted to WDFW by email. This will include the Critical Area Memo (prepared under separate task item), SEPA determination (provided by CLIENT), JARPA form (as described herein), and selected design drawings and available information to illustrate and describe the project for HPA review.

#### **4.5 NPDES Construction Stormwater General Permit (CSGP)**

The construction of the PROJECT is not expected to require an acre or more of cumulative land disturbance triggering CSGP Notice of Intent (NOI) submittal. However, submitting for permit coverage is advised since work will occur over Edgewater Creek and permit coverage could be

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required by ecology due to potential water quality risks to the stream. If no permit is obtained prior to construction, Ecology could require coverage during construction and cause construction delays.

### Assumptions:

- The CONSULTANT will prepare and submit a NOI electronically after issuance of SEPA exemption or SEPA determination.
- The CLIENT will be provided with applicant forms after submittal and will need to sign and return forms to Ecology and publish the required public notices.
- Permit coverage will be transferred to the Operator (Contractor) after bid award and before construction. All permit fees will be paid by permittee and transfer of coverage will be included in the project manual.
- The Stormwater Pollution Protection Plan (SWPPP) will be indicated to be provided by Contractor in specifications and permit compliance will be addressed by Contractor.

### Deliverables:

- Draft and final NOI submitted electronically by CONSULTANT.
- Specification language for Contractor compliance and permittee responsibility.

## **WORK ELEMENT 5 BRIDGE AESTHETICS**

This Work Element is performed by Makers to provide Bridge Aesthetics design. The following outlines the tasks associated with this work:

### **5.1 Concept Design for Urban Design Elements**

- a. Review engineering work, site constraints, existing City policies and activities relevant to the project. Assist as requested regarding street configuration and relationship to adjacent properties. Meet with Staff and Consultant Team to discuss opportunities, constraints and ideas. (Follow-up with selected Staff and team members may be necessary)
- b. Sketch preliminary concepts
- c. Review with staff (one meeting) and engineering team and refine the concepts.
- d. Assist Enviro-issues with public open house. (Event time only)
- e. Review results of the open house with the Staff/Consultant team.
- f. Work up preferred ideas to a 30% design level. Provide drawings in a format compatible with the engineering documents. (Format provided by the engineering team.) Provide narrative description of urban design and/or outline
- g. Prepare 30% design level quantity estimate and opinion of cost estimate.

### **5.2 60% Design for Urban Design Elements**

Prepare 60% Design for Urban Design Elements. Working with City staff and the design team, perform the following tasks:

- a. Refine design alternatives as developed in the concept development phase.
- b. Review engineering team and staff. (one meeting)
- c. Present to the public at an open house as requested by the City. Obtain input regarding preferences and priorities from the public. Review results of the open house with the Staff/Consultant team. (Not Budgeted)
- d. Prepare 60% design level drawings and update quantity estimate and opinion of cost estimate.

### **5.3 90% & Final Design for Urban Design Elements**

Prepare 90% and 100% documents for urban elements. Working with City staff and the design team, perform the following tasks:

- a. Refine design alternatives as developed in the 60% submittal phase to the 90% level.
- b. Review 90% work with City/engineering team.
- c. Prepare final design level drawings and update quantity estimate and opinion of cost estimate.

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### Assumptions:

- City and Enviro-issues will organize the open house and publicize and arrange for the meetings and presentations. MAKERS will assist in conducting the sessions.
- MAKERS will not be involved in lighting, electrical or utilities work.
- The budget assumes 6 meetings or conferences with the engineering/City team and one public event (open house).
- The budget for refinement of the 60% and 90% documents may need to be adjusted depending on the complexity of the design chosen by the City.
- The budget assumes that the 60%, 90% and 100% documents will build on previous phases and that there is no significant change in design direction.
- The engineering team will provide MAKERS with CAD layouts, templates and numbering to meet the requirements of the final bid document formatting.

### Deliverables:

- Concept sketches for the open house
- 30% Documents of urban design (Aesthetic) elements in digital format (CAD) as provided by the engineering team.
- 60% Documents (plans, specifications and estimates) of urban design (Aesthetic) elements in digital format (CAD) as provided by the engineering team.
- 90% Documents of urban design (Aesthetic) elements in digital format (CAD) as provided by the engineering team.
- 100% Documents of urban design (Aesthetic) elements in digital format (CAD) as provided by the engineering team.

## WORK ELEMENT 6 UTILITY COORDINATION & DESIGN

This Work Element is performed TranTech to provide utility coordination and potentially design for the project.

### 6.1 Utility Coordination

Utilities owned and operated by other agencies/entities, other than the City, that are within the project corridor of the bridge improvements will be identified. TranTech will acquire and review record drawings of existing utilities within the project limits and define potential utility conflicts. For the purpose of preparing this scope of work, it is anticipated that up to four (4) utilities are located in the project corridor; electrical power (Snohomish City Public Utility), 6" natural gas pipeline (Puget Sound Energy), 10" watermain (City of Mukilteo), City of Everett Utilities for lift station, and franchise fiber optics that will need to be identified and verified.

TranTech will schedule meetings with utilities to discuss the project and define utility needs and design criteria if the utility is impacted by the proposed bridge improvements. A total of four (4) meetings are anticipated under this subtask. Meeting will be conducted, and minutes will be prepared by TranTech.

Based on the data acquired from the utilities, TranTech will develop preliminary alignment of the utilities to be carried by the new bridge, taking into consideration the roadway improvements and the respective utility standards to be provided by each utility. Furthermore, the development of plans for the relocation of existing utilities is dependent on the timely delivery and coordination of accurate and complete plans and information from each utility.

Of particular interest, is the water main for the City of Mukilteo that may require other improvements at the west approach to the bridge. In that case, additional utility design services will be required and will be considered as a supplement to the current contract.

Prepare Memorandum - Prepare a short technical memorandum to outline all the findings on the utilities at and around the project site.

#### Assumptions:

- No utility design is part of this Work Element

#### Deliverables:

- Utility coordination memorandum

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### WORK ELEMENT 7 CONSTRUCTABILITY REVIEW, CONSTRUCTION SCHEDULE, AND ESTIMATION:

This work element is performed by Ott-Sakai Construction Consultants (OS), to provide constructability review, construction schedule, and construction estimation services.

The work element includes the following activities:

#### **7.1 Constructability review**

OS will provide constructability review of the design team's prepared Plans, Estimate, and Specification (PS&E) package at 60%, & 90% design levels.

#### **7.2 Construction CPM Schedule**

OS will prepare Construction Schedule at 60% and 100% PS&E design levels.

#### **7.3 Construction Estimation**

OS will provide construction estimation cost of the design team's prepared PS&E package at 60%, 90% and 100% levels.

#### **Assumptions:**

#### **Deliverables:**

- Constructability Review comments for PS&E packages at 60%, & 90% design levels.
- Construction schedule at 60% and 100% levels.
- Construction estimation for PS&E packages at 60%, 90%, & 100% design levels.

**WORK ELEMENT 8 - TRAFFIC CONTROL:**

This work element is performed by Gibson Traffic Control (GTC) to provide detour and traffic control plans for the Contractor's use in constructing the proposed bridge, and roadway improvements under both partial and full closure scenarios.

The consultant will complete traffic analysis showing up to 4 alternative diversion route time specific travel time difference of full closure plan compared to partial closure and no closure options using standard synchro analysis of key intersection delay and standard travel speed. The alternative routes times to be discussed with the City (i.e. weekday AM eastbound westbound and PM peak (i.e. AM school peak or Boeing AM peak or school PM peak or Boeing PM peak or standard Computer Peak or off peak)

Collect data to identify what percentage of the traffic crossing the bridge during standard computer peak is local traffic destined between Mukilteo Lane and Glenwood Blvd and how much is more regional cut through traffic from SR-525 to Glenwood. Number plate/Bluetooth/Streetlight data may be used for this purpose depending on City input. For this proposal up to \$15,000 in origin destination specialized data collection is assumed.

Consultant will attend up to a total of four (4) City/WSDOT/Mukilteo/council meeting (s) to discuss travel routes/detour option impacts

Attend a total of 3 team meetings to discuss what type and duration of closures are needed for which phase of the bridge reconstruction

Attend up to 2 neighborhood meetings to present and discuss closure plans.

The exact limits of the traffic control will be determined jointly between the CITY and the Consultant and are dependent on full closure or partial closure. The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans.

**Assumptions:**

**Deliverables:**

- Alternative route delay comparisons
- Origin destination results for cut through verses local traffic
- Traffic Control PS&E packages at 30%, 60%, 90%, and 100% design levels.

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### WORK ELEMENT 9 ILLUMINATION, PEDESTRIAN SIGNAL AND SIGNAGE:

This work element is performed by TranTech, to provide illumination, ped signal and permanent signage design services.

Based on the City's selected Alternative, TranTech will provide design services associated with illumination, pedestrian (Ped) signal and permanent signing design. The illumination design is intended for the Bridge and its immediate approaches and the ped signal is intended for safe crossing of the Mukilteo Blvd. in the vicinity of the Park that is located at northeast corner of the project site.

TranTech team will prepare 30%, 60%, 90%, 98% and bid ready plans, specifications, and engineering cost estimates.

This work element includes the following tasks:

#### **9.1 Illumination**

The design team will discuss guidelines and criteria with the City. The team will develop a design basis report outlining the lighting design approach, design criteria, target luminance and luminance levels, power densities, wiring schematics, sources (discuss with the PUD service types and locations), color temperature and control intent.

Following the input from the City, the lighting engineer will develop illumination PS&E, lighting schedules and provide required fixture catalog cuts.

#### **9.2 Pedestrian Signal**

The design team will provide PS&E documents for a pedestrian signal to be installed in the vicinity of the Park that is located at the northeast corner of the project site. This crossing is especially important for the residences on the Upland Ave which is located on the southeast corner of the project site.

#### **9.3 Permanent Signing**

The design team will prepare final permanent signing sheets to reflect the final signing conditions when the project is completed. This effort will include an inventory of existing signs, upgrading sign messages as necessary, preparation of signing plans, sign specification sheets, and sign details for non-standard signs. The final signing plans will include signs for motorists, bicycles, and pedestrians.

#### **Assumptions:**

#### **Deliverables:**

- Illumination PS&E at 60%, 90%, & 100% design levels.
- Pedestrian Signal PS&E at 60%, 90%, & 100% design levels.
- Permanent Signing PS&E at 60%, 90%, & 100% design levels.

## **WORK ELEMENT 10 COMMUNITY OUTREACH:**

This work element is performed by EnviroIssues to provide Community Outreach services. Work will be conducted in three phases: Phase 1 – Early engagement and coordination, Phase 2 – Technical options and tradeoffs and Phase 3 – Preferred solution.

### **Phase 1: Early engagement and coordination (at project initiation)**

During Phase 1, Consultant will focus on building relationships with key stakeholders, establish local avenues for project communications and develop a plan for outreach. Consultant will also develop initial project messaging and materials. Outreach will include interviews and briefings with key stakeholders and community organizations to gather initial feedback about the project, potential solutions, decision criteria and tradeoffs and outreach approach.

### **Phase 2: Technical options and tradeoffs (with draft TS&L/pre 30% design)**

During Phase 2, Consultant will focus outreach efforts on broader public engagement to gather feedback on the technical options, potential tradeoffs and impacts, and decision criteria to identify a preferred solution. Outreach will include stakeholder briefings, an online open house, an in-person public event and broad public notification.

### **Phase 3: Preferred solution (pre 60% design)**

During Phase 3, Consultant will reach back out to key stakeholders and the broader public to share details about how community input from Phase 1 and 2 was used by the City and project team to identify a preferred solution, the preferred solution and associated impacts and potential detour routes. Outreach will include stakeholder outreach and an online open house.

#### **10.1 Community outreach plan**

Consultant will develop a community outreach plan that defines the City's process for working with and engaging key stakeholders and the broader community in the technical options, potential impacts and tradeoffs, as well as the preferred solution, for the Edgewater Creek Bridge Replacement project. The plan will include community engagement goals, affected stakeholders and organizations, preliminary key messages, and an engagement timeline. Consultant will also utilize the demographic research completed by the environmental team (see Work Element 4) to inform strategies for engaging historically underrepresented and limited-English speaking populations. Information learned during Phase 1 stakeholder interviews will inform the development and/or revision of the community outreach plan.

#### **10.2 Stakeholder interviews, briefings and phone calls**

Consultant will support City staff to schedule, develop questions and materials for, conduct, and document in-person stakeholder interviews (Phase 1), in-person and/or phone briefings (Phase 2) and follow-up phone briefings (Phase 3). The purpose of the initial interviews and follow-up

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briefings will be to further understand community interests, concerns and priorities related to the bridge replacement and how the community would like to stay informed and engaged during this and future phases of the project, including pre-construction and construction phases. The interviews, briefings and phone calls provide an opportunity for key stakeholders to share their unique perspectives on the project issues and potential solutions prior to broader community outreach. The interviews, briefings and phone calls also provide an opportunity for the City to get ahead of and/or proactively address stakeholder concerns and questions prior to outreach to the broader public and share how stakeholder input has been used to inform City decisions.

### *Identified key stakeholders include:*

- School Districts: Everett and Mukilteo and local schools/PTAs
- Neighborhoods: Everett and Mukilteo, including Boulevard Bluffs and Harborview-Seahurts-Glenhaven,
- Chambers of Commerce: Everett and Mukilteo
- Boeing
- Paine Field/Propeller Airports
- Community-based organizations that serve historically underrepresented populations and/or limited-English speaking populations
- City of Everett Parks Department

### *Additional key stakeholders that the City and/or technical team will coordinate with include:*

- City leadership and staff/subject matter experts
- Area Tribes
- Partner agencies, including Washington State Ferries, Everett Transit and Community Transit
- Emergency service providers, including Everett and Mukilteo fire and police
- Local utility providers (see Work Element 6)

### **10.3 In-person public event**

Consultant will support the City to host an in-person public event during Phase 2 to share information about the project and gather feedback on technical solutions. Consultant will develop a meeting plan, materials (i.e. comment form, sign-in sheets, handouts, and display boards) and agendas for each public meeting. Consultant will also set-up, staff, and facilitate all public meetings. Support will also include scheduling, leading meeting logistics, determining room layout, providing event equipment and supplies, and documenting input received.

Consultant will also collaborate with the City to provide interpretation services and childcare, as requested, provide refreshments and host in-person events in venues accessible by transit, in order to increase participation of historically underrepresented populations identified in the project area.

#### **10.4 Online engagement**

Consultant will develop an online public engagement sites to share the same content that will be displayed at the in-person public event in Phase 2 and solicit feedback from the community via an online survey. Consultant will also update the online engagement site to share the preferred solution during Phase 3 (NOTE: The second online engagement site will not accompany an in-person event).

An online open house tool is particularly helpful to solicit broader public input from those who are unable to attend the in-person meeting yet still have a desire to provide their input on the project. The online open house includes use of a custom sub-domain website that will be seamlessly linked from the City's website, have a project-specific customized layout, station tabs to match in-person meeting station materials, fully responsive design (i.e. for smart phones, tablets, etc.), integration with Google Translate and social share, and a full report of comments submitted. All content developed for the public meetings will be used to populate the online open house, minimizing independent content development effort needed to specifically support the online open house.

#### **10.5 Outreach materials**

Consultant will develop a project look-and-feel, including branding (standards for project material color, font, etc.) and document templates, utilizing any City-established guidelines as a starting point where they are available.

Consultant will develop content for the City's project website to provide details about the project including a schedule and engagement timeline. Consultant will collaborate with the City to post website content for Phase 1 and 2, and one update for Phase 3 to share the preferred solution.

Consultant will develop content and graphics for project fact sheet/FAQs, to provide an overview of the project during Phase 1 and 2 outreaches. The fact sheet/FAQ will be updated for Phase 3 outreach. Consultant will also collaborate with the City to provide needed materials translation/transcreation.

Consultant will develop an overview presentation to be used during Phase 1 at the stakeholder interviews and an updated presentation to be used during Phase 2 for stakeholder briefings and the in-person public event.

Consultant will develop notifications for the project, including:

- Content and graphics for a postcard to notify the local community about the project and upcoming Phase 2 in-person events and online engagement opportunities.

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- Content and graphics for up to two (2) different sized display ads during Phase 2 outreach.
- Content and graphics for up to ten (10) display boards for the Phase 2 in-person public event.
- Content for up to three (3) email updates for the City to share with interested stakeholders.
- Content and graphics for one (1) yard sign to share the online engagement site.
- Content and images for up to two (2) rounds of social media content for Phase 2 and Phase 3 outreach.

### **10.6 Outreach summary**

Consultant will prepare an outreach summary report for each project phase (3 reports), including what we heard from stakeholders and the community, outreach approach and methods, and how feedback influenced the solutions.

#### **Assumptions:**

- The scope of work does not include outreach for pre-construction or construction activities, or outreach to detour route stakeholders. Scope and budget amendments would be required for those work elements and future project phases.
- The City will coordinate necessary internal City review of all plans and materials, consolidating edits and providing feedback to Consultant.
- Consultant will support up to 10 stakeholder interviews, 10 stakeholder briefings, and 10 stakeholder follow-up phone calls. The City and technical team will lead additional interviews, briefings and phone calls recommended for the project, including City leadership and staff/subject matter experts, area Tribes, Washington State Ferries, Everett Transit, Community Transit, emergency service providers, including Everett and Mukilteo fire and police, local utility providers, Everett & Mukilteo school districts.
- The City will maintain the project website and lead all content updates.
- The City will lead all property owner and tenant outreach related to direct and indirect impacts.
- Consultant will coordinate printing, mailing and translation for materials and notifications through City-identified preferred vendors. The City will pay directly for all printing and mailing fees (including purchase of mailing lists), including display board printing, printing for stakeholder briefings and meetings, postcard printing and mailing, display ad placement, yard sign printing and distribution, and fact sheet/FAQ translation.
- The City will pay directly for any meeting venues for in-person events.
- The City will take the lead in developing content for and distributing information to any media and any media response needed, including social media.
- The City and technical team will track project contacts to support project mailings and emails.

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- The City and technical team will track specific communications and/or commitments made to the public.
- For public meeting materials, City staff and Consultant team leads will provide public-friendly maps and data for to incorporate into meeting displays with minimal graphic changes.

### Deliverables:

- Community outreach plan (1 draft, 1 final)
- Phase 1 Stakeholder interviews (Up to 10)
- Phase 2 Stakeholder briefings (Up to 10)
- Phase 3 Stakeholder follow-up phone briefings (Up to 10)
- Online engagement site (1 original, 1 update)
- In-person public event (1)
- Project look-and-feel (1)
- Website content (1 original, 1 update)
- Fact sheet/FAQ (1 original, 1 update)
- Presentation (1 original, 1 update)
- Postcard (1 original)
- Display ads (1 original in up to 2 different sizes)
- Yard sign (1 original)
- Social media content (Up to 2 rounds)
- Display boards (Up to 10)
- Email updates (Up to 3)
- Outreach summary (3, 1 per outreach phase)

**WORK ELEMENT 11 CIVIL, ROADWAY & DRAINAGE DESIGN:**

This work element is performed by Pertect to provide design the TS&L phase and civil, roadway and drainage design of the bridge's alternative of choice approaches at 30%,60%, 90% and 100% levels.

**11.1 – Stormwater**

The stormwater task consists of the following work elements:

**11.1.1 Design Criteria**

The 2012 Stormwater Management Manual for Western Washington, as amended in 2014 (SWMMWW), the City of Everett 2020 Design and Construction Standards, and City of Everett 2016 Ordinance to Update EMC 14.28, Stormwater and Drainage (EMC Ord.) will be used as the stormwater regulatory manuals for this project. The 2012 LID Manual may also be used as guidance. Prior to beginning project stormwater design, a stormwater design criteria matrix will be prepared summarizing all stormwater related requirements and standards. The design criteria matrix will be provided to the City of Everett for review and concurrence prior to beginning design work.

**Deliverables:**

- Stormwater Design Criteria Matrix (to be included with the drainage report)

**11.1.2 Off-Site Analysis**

Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project right-of-way limits for the single Threshold Discharge Area (TDA) associated with the project site. The downstream analysis will include a review of City GIS maps, recent drainage complaint documentation provided by the City (if it exists), and an assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection will not be conducted given the very steep slopes and highly dense forest present along the downstream route. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment and any information on the downstream system that the City can provide. Consultant will prepare a written description of the downstream system conditions and provide a map showing the downstream drainage route.

Consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation.

This task does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream or downstream basins.

**Assumptions:**

- The site lies within one (1) distinct TDA. Therefore, only one (1) downstream analysis is assumed.

## City of Everett Edgewater Creek Bridge Replacement

- No access onto private property is anticipated. If access is ever needed then it will be coordinated by the City of Everett.

### Deliverables:

- Off-site analysis write-up: To be included in the drainage report

### **11.1.3 Site Assessment and Mapping**

Consultant will prepare site assessment maps showing existing drainage features within the project site. Mapping will be assembled based upon existing topographic maps and project survey information. Offsite information will be acquired from GIS mapping, City records, and City maps. The assessment maps, produced by Consultant, will show existing contours, existing drainage elements, and any critical areas such as wetlands and streams. This information will be used for appropriate documentation in the Drainage Report. These site assessment maps and exhibits will include:

- Land use types and areas.
- Topographic plans within the project site, including enclosed drainage.
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS).
- Wetlands, streams and other critical areas (if applicable).
- Soil types, depth, and slope – Natural Resources Conservation Service (NRCS).
- Soil subsurface information, as available.

### Deliverables:

- Site Assessment Maps in 11" x 17" sheet size with a scale of 1:50 (to be included in the Drainage Report)

### **11.1.4 Change in Land Use Area Map**

Consultant will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to verify mitigation needs for flow control and stormwater quality treatment are being met. TDA boundaries, based on high points and conveyance system configuration, will be identified on these maps. Consultant will also prepare a summary of area tables for pre-project and post-project conditions.

### Deliverables:

- One (1) electronic PDF copy of the Change in Land Use Maps and corresponding table of change in land use areas. To be included in the Drainage Report. These maps will include:
  - Existing Impervious Area Map (one [1] sheet)
  - Proposed Impervious Area Map (one [1] sheet)
  - Tables identifying the different types of impervious surfaces

### **11.1.5 Stormwater Flow Control and Water Quality Treatment Calculations**

- Consultant will prepare preliminary calculations for flow control and water quality treatment facilities. Budget will be for the design of one (1) flow control facility and one

(1) water quality facility. This information will be used during the preliminary bridge Type, Size and Location analysis. Only one of the concepts developed by the bridge designer will be studied from a drainage standpoint. This concept will be mutually agreed upon by the bridge and stormwater designer.

- Once a concept has been selected for final design the stormwater flow control and water quality treatment calculations will be updated as necessary.

**Deliverables:**

- Preliminary flow control and water quality treatment calculations (to be used for showing Type, Size and Location of the proposed flow control and water quality treatment facilities in support of the preliminary bridge design alternatives analysis.
- Final flow control and water quality treatment calculations (to be included in the Drainage Report).

**11.1.6 Pipe Conveyance Calculations**

Consultant will prepare storm pipe conveyance capacity calculations for new pipe segments associated with the project site:

- Design Development (60%): Prepare preliminary pipe sizing calculations, using full-flow conditions with the Manning equation and the Rational Method.
- Final design: Finalize pipe sizing calculations
- Gutter flow and sag analysis: Prepare gutter flow and sag analysis (if low point is within project limits) to make sure the flow spread is contained with the roadway shoulders.

**Assumptions:**

- No new outfalls will be needed. The new conveyance system will tie into existing storm drain systems that already lead to existing outfalls. It is further assumed that these existing outfall systems have the capacity to accommodate project flows.

**Deliverables:**

- Conveyance Calculations (to be included in the Drainage Report)
- Gutter flow analysis (to be included in the Drainage Report)

**11.1.7 Drainage Report**

Consultant will assemble a draft drainage report (60% design phase) and final drainage report (90% design phase). The drainage report will include a written assessment and summary of the surface water design features on the project, summary of tables, flow control and water quality treatment calculations, pipe capacity calculations, drainage basin maps, backwater analysis (Hydraulic Grade Line), and supporting exhibits.

**Deliverables:**

- Draft Drainage Report at 60% PS&E phase (two [2] comb bound hard copies and one [1] electronic PDF copy)
- Final Drainage Report at 90% PS&E phase (two [2] comb bound hard copies one [1] electronic PDF copy)

## City of Everett Edgewater Creek Bridge Replacement

This work element is performed by Consultant to provide design the TS&L phase and civil, roadway and drainage design of the bridge's alternative of choice approaches at 30%,60%, 90% and 100% levels.

### **11.2 TS&L and Alternative Design Study**

Consultant will prepare horizontal and vertical alignment alternatives for the project to support the analysis of up to three bridge alignment alternatives. The horizontal alignment for the project has been determined by the existing roadway alignment. However, the exact alignment remains to be fixed based on detailed survey information.

An opinion of cost will be prepared based on the alternatives. The opinion of cost will be based on unit prices and incorporate about a 30% contingency to account for the level of completeness of plan preparation, and to reflect experience on similar projects within the region.

An evaluation matrix will be developed for purpose of comparing the costs, construction feasibility, staged construction flexibility, and other criteria as may be developed during the work. Selection of the preferred alternative will be made by the City stakeholders, and the preferred alternative will be carried forward in the design.

#### **Deliverables:**

- Up to three alternative roadway plans and profiles as roll plots
- Opinion of Cost for each alternative
- Evaluation matrix

### **11.3 Plans Specs and Estimate**

Construction plans, specifications, and an opinion of cost will be prepared based on the recommendations identified during the alternative and the stormwater design documentation tasks.

#### **11.3.1 Plans**

A total of up to thirty one (31) plan sheets are assumed to be necessary for the final design construction plans. Specific final design construction plans are anticipated to consist of the following sheets:

- Typical Roadway Sections (2 sheet, not to scale)
- Site Preparation and Erosion Control Plan and Details (4 sheets, 1" = 20' scale)
- Paving and Drainage Plan and Details (8 sheets, 1" = 20' scale)  
These plans will demonstrate the project footprint and will include horizontal and vertical alignment information, paving limits, drainage conveyance and water quality facilities, and limits of cut/fill required. Three sheets to document details for curb ramps, drainage facilities, and other miscellaneous details are included.
- Utility Plans (3 sheets, 1"= 20' scale)

## City of Everett Edgewater Creek Bridge Replacement

- Wall Plan and Profile (3 sheets, not to scale)
- Channelization and Signing Plan and Details (2 sheets, 1" = 20' scale)  
These plans will include sign tables documenting sign type, size and location. One sheet to document details for channelization and signing is included.
- Landscaping and Irrigation Plan and Details (6 sheets, 1" = 20' scale)

### **Specifications**

The Consultant will prepare Contract Provisions ("Specifications") for the project. These will include Special Provisions for the items of work that are not covered by the 2020 WSDOT/APWA Standard Specifications, any City of Everett General Requirements, and bid and contract forms.

### **Opinion of Cost**

The opinion of cost will be based on unit prices, and incorporate contingencies to account for the level of completeness of plan preparation for each submittal, and to reflect past experience on similar projects within the region.

#### **11.3.1 30% Plans and Opinion of Cost**

The 30% plans will consist of project footprint (plan view) information, Typical sections, and wall profiles details, drainage profiles, landscaping sheets, and traffic control sheets are excluded from this submittal. The 30% design-level plans will consist of approximately twelve (12) plan sheets.

#### **Work Elements:**

- Prepare 30% design-level plans.
- Prepare 30% design-level opinion of cost.

#### **Assumptions:**

- The City will finalize the general geometric layout of the proposed improvements through the review of the 30% submittal. The layout shall not be substantially modified in a later design phase. A substantial change in the layout will constitute a change in scope and will allow the Consultant to negotiate additional compensation for the change.
- Proposed improvements will extend beyond the existing right-of-way. Right-of-way plans will be developed after comments are incorporated from the 30% review.

#### **Deliverables:**

- 30% design-level plans (half-size (11"x17"), PDF)
- 30% design-level opinion of cost (PDF)
- Draft ROW plans and exhibits

**Task 11.3.2 - 60% Plans and Opinion of Cost**

The 60% plans will consist of project plan and profile information that are considered to be constructible as shown, but not all of the information needed for construction, such as curb return elevations and construction notes, will be provided. Some detail sheets and all landscaping and traffic control sheets are excluded from this submittal.

**Work Elements:**

- Prepare 60% design-level plans.
- Prepare 60% design-level opinion of cost.

**Assumptions:**

- Specifications will not be provided at the 60% design-level.

**Deliverables:**

- 60% design-level plans (half-size (11"x17"), PDF)
- 60% design-level opinion of cost (PDF)

**Task 11.3.3 - 90% Plans and Opinion of Cost**

The 90% plans will consist of project plan and profile information and construction notes, elevation information, and details needed for construction.

**Deliverables:**

- 90% design-level plans (half-size (11"x17"), PDF)
- 90% design-level opinion of cost (PDF)
- 90% design-level specifications (PDF)

**Task 11.3.4 - Final Plans and Opinion of Cost**

The final plans will be bid-ready and include any comments received at the 90% submittal

**Deliverables:**

- Bid-ready plans (1 signed, full-size (22"x34") hard copy; 1 signed, half-size (11"x17") hard copy; signed, half-size PDF)
- Final opinion of cost (1 hard copy, PDF)
- Bid-ready specifications (1 hard copy, PDF)

## City of Everett Edgewater Creek Bridge Replacement

### WORK ELEMENT 12 STRUCTURAL DESIGN:

This work element is performed by TranTech to provide structural design services.

All structural design shall be per current WSDOT and AASHTO LRFD standards. WSDOT design standards shall control over AASHTO.

This work element includes the following tasks:

#### 12.1 Type, Size and Location (TS&L) Report

The City desires the design team to prepare a TS&L Report to determine the most favorable design and location with respect to many variables (i.e., pier placement, constructability, future maintenance, cost, etc.). The Report will describe the project, proposed structure(s), cost estimates, other design alternatives considered, and recommendations. The Report also provides justification for the selection of the preferred alternative.

The design team will first review the project history in order to become familiar with the project. The environmental and design reports will be thoroughly reviewed. The bridge site data will be checked so that additional data, maps, or drawings can be requested. A meeting with the City and a site visit will be arranged after reviewing the history of the project.

The geotechnical engineer of the design team will be contacted early in the TS&L process in order to provide preliminary foundation recommendations. Specific recommendations on the foundation type will be included in the TS&L Report.

To determine the preferred structural alternative, the design team will perform the following:

1. A list of feasible alternatives will be developed. At this stage, the range of alternatives will be kept open.
2. The least desirable alternatives will be eliminated by applying the constraints of the project. The assumptions on any restrictions and constraints will be documented. There will be no more than four alternatives at the end of this step.
3. The viable alternatives will be advanced to approximately 10% design in order to develop cost estimate and perform attribute comparison.

The structural studies document how the recommended alternative is determined. The following alternatives will be addressed:

- Aesthetics
- Foundations
- Cost estimates
- Geometric constraints
- Feasibility of construction
- Project staging and construction
- Stage construction requirements

## City of Everett Edgewater Creek Bridge Replacement

- Structural constraints requirements
- Maintenance

Preliminary plan drawings of the recommended alternative will be included in an appendix. The drawings will show the plan, elevation, and a typical section at a minimum.

### 12.2 PS&E Submittals

Based on the City chosen alternative from the TS&L phase, the design team will prepare 30%, 60%, 90%, and 100% PS&E packages. Specification Manual will be provided at the 60%, 90%, and 100% PS&E packages. It is estimated that the final Plan set will include 146 sheets per table presented below.

**12.2.1 30% P&E** - This task encompasses all the activities associated with the preparation of the 30% Plans and Engineer's opinion of construction cost Estimate (P&E) documents. Constructability Review and QA/QC activities are an inherent part of this task.

#### Deliverables:

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of cost Estimate.

**12.2.2 60% PS&E** - This work element item encompasses all the activities associated with the preparation of the 60% Plans and engineer's opinion of construction cost Estimate (P&E) documents. Constructability Review and QA/QC activities are an inherent part of this element.

#### Deliverables:

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of construction cost.
- Two copies of the preliminary Specifications

**12.2.3 90% PS&E** - This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

#### Deliverables:

- Two 11x17 (half size) copies of Plans
- Two copies of the 90% Specifications Manual
- Two copies of the quantity Estimates and opinion of construction cost.

**12.2.4 98% Plans, Specifications & Estimate (PS&E)** - This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

#### Deliverables:

City of Everett Edgewater Creek Bridge Replacement

- Two 11x17 (half size) copies of Plans
- Two copies of the 90% Specifications Manual
- Two copies of the quantity Estimates and opinion of construction cost.

**12.2.5 100% PS&E – Bid-ready**

This work element item encompasses all the activities associated with the preparation of the 100% Bid-ready Plans, Special Provisions and engineer’s opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

**Deliverables:**

- One half size copy of the Bid-ready set of Plans
- One full size originally signed copy of the Bid-ready set of Plans
- Specification Manual at 100% level document per LAG, WSDOT and City templates, in MS Word format.
- One copy of the quantities Estimate and opinion of construction cost.
- AutoCAD and/ or Civil 3D complete electronic drawing files

**Assumptions:**

City to provide:

- Title block and CAD standards
- Contract Forms
- Bid Procedures and Conditions
- Division 1 - General Requirements, including applicable special provisions

The Following table presents the anticipated Plan sheets (146) for the Edgewater Creek Bridge Replacement Project:

Sheet Name	PS&E Assumed Number of Sheets	TS&L Assumed Number of Sheets	PS&E Submittal Phase		
			30%	60%	90% & 100%
Cover Sheet	1		X	X	X
Index Legend and Abbreviations	2			X	X
Civil and Structural Demo Plans	4			X	X
Site Prep and TESC	4			X	X
Roadway Plan & Profile	8	2	X	X	X
Striping & Paving	8			X	X
Roadway Typical Sections and Details	3	1	X	X	X
ROW	2		X	X	X
Drainage	3	1		X	X
Utilities	2			X	X
Illumination	5			X	
Construction Detour Plan	6	1		X	X
Traffic Control	6	1		X	X
Roadside Restoration	2			X	X

City of Everett Edgewater Creek Bridge Replacement

Bridge Plan & Elevation	2	4	X	X	X
Bridge Demo	4			X	X
General Notes	1			X	X
Bridge Construction Sequencing	5		X	X	X
Temporary Shoring	2		X	X	X
Bridge Foundation Layout	2	4	X	X	X
Shaft Details – Pier 1 and 4	2			X	X
Shaft Details – Piers 2 and 3	2			X	X
Pier 1 Layout (Plan & Elevation)	1		X	X	X
Pier 1 Details	2			X	X
Pier 2 Layout (Plan & Elevation)	1		X	X	X
Pier 2 Details	2			X	X
Pier 3 Layout (Plan & Elevation)	1		X	X	X
Pier 3 Details	2			X	X
Pier 4 Layout (Plan & Elevation)	1		X	X	X
Pier 4 Details	2			X	X
Framing Plan	2			X	X
Bridge Typical Sections	2		X	X	X
Girder Details	8			X	X
Diaphragms Details	4			X	X
Deck Reinforcing	6			X	X
Bearing Details	3			X	X
Expansion Joint Details	3			X	X
Bridge Drainage Details	3			X	X
Utility Support Details	2			X	X
Bridge Barrier Details	3			X	X
Bridge Railing Details	2			X	X
Throw Fence Details	3		X	X	X
Bridge Approach Slabs	2			X	X
Retaining Wall Layouts	4		X	X	X
Retaining Wall Details	2			X	X
Bar Bending Sheets	4				X
Guardrail	3			X	X
Perm. Signage and Attachments	2			X	X
Pedestrian Signal	2			X	X

City of Everett Edgewater Creek Bridge Replacement

WORK ELEMENT 13 BIDDING PHASE SUPPORT:

In this work element the design team will provide bid support services that encompass activities like addressing a reasonable number of bidder's inquiries. For the purposes of this scope of work, "reasonable" is defined as twenty (20) Request for Information and Clarifications for bidding purposes and will assist the City on any required bid Addendum packages.

## **WORK ELEMENT 14 CONSTRUCTION PHASE SUPPORT:**

In this work element and at the discretion of the City, construction phase services may be added to this contract. The following presents the envisioned tasks associated with this work element.

### **14.1 Engineering Support During Construction**

In this task TranTech's team will provide on-call engineering support services to the City during the construction period of the Project. This task encompasses review of and responses to Contractor RFIs; Submittals during the construction phase and preparation of As-built drawings and inventory load rating of the new bridge.

#### **Deliverables:**

- As-built drawings
- Load Rating Analysis and Summary

### **14.2 Optional Construction Management Services**

TranTech's team possess a highly experienced and qualified CM team. In case the City desires, TranTech staff can augment City's team to provide CM services for this project. The following are the categorized activities associated with this Task:

Pre-con Meeting; Providing Full-time Construction Project Manager for all aspects of construction activity including oversight of contractors and subcontractors, quality control, safety compliance, managing project changes, budget, and schedule. Provide continuous project management throughout the construction duration. This includes management of staff, subconsultants, and preparation for monthly invoices and progress reports; provide full-time senior inspectors (except when City Inspector is on team) to track quantities, daily inspection reports, etc.; Provide Full-time/part-time assistant inspector, as workload requires.; Review and respond to unanticipated conditions that occur during construction; Review requests to change or modify the work shown in the plans and specifications. Also provide recommendations to resolve the issue; prepare as-built drawings; and material testing

#### **Deliverables:**

- Progress Reports; Inspection Daily Reports; Submittal Reviews; RFI Reviews; Monthly Pay Estimates; Change Management; Record of Materials; Pre-con and Construction Photos; Testing and Lab Reports where necessary; Red-line As-built; Close-out

**Exhibit B**  
**DBE Participation**

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UDBE Firm: TranTech Engineering, LLC

Work Element 1 - PM

Work Element 6 - Utility Coordination

Work Element 9 - Illumination, Pedestrian Signal and Signage

Work Element 12 - Structural Design

Work Element 13 - Bid Support Services

Agreement Number:

# **Exhibit C**

## **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### I. Surveying, Roadway Design & Plans Preparation Section

#### A. Survey Data

Per agreed upon standards

#### B. Roadway Design Files

Per agreed upon standards

#### C. Computer Aided Drafting Files

Per agreed upon standards

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

N/A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Please see Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Please see Exhibit A

Agreement Number:

## II. Any Other Electronic Files to Be Provided

Please see Exhibit A

## III. Methods to Electronically Exchange Data

Email, DropBox, One Drive, Flash Drive, other share sites

A. Agency Software Suite

N/A

B. Electronic Messaging System

Outlook

C. File Transfers Format

Various; please see Exhibit A

**Exhibit D**  
**Prime Consultant Cost Computations**

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Please see Exhibit D

Agreement Number:

Exhibit D - Prime Consultant Cost Computation											
Edgewater Creek Bridge Replacement											
Work Element 1, 8, 9, 12, 13 - TranTech											
	Principal Engr QA/QC	PM	Senior Structural Engineer	Project Structural Engineer	Staff Structural Engineer 2	Staff Structural Engineer 1	Senior Civil Engineer	Senior Traffic Engineer	Const Manager Estimator	Senior CAD Technician	Admin 2
<b>Work Element 1 - Project Management</b>											
Design Team Meetings		100									
Project Team Meetings (incl. City)		100									200
PM - Progress Reports, Schedule and Invoicing		200									
<b>Work Element 6 - Utility Coordination</b>											
Coordination & Meetings		8					40				8
<b>Work Element 9 - Illumination, Ped Signal and Signing</b>											
Illumination Plans	8							160		80	
Pedestrian Signal	4							100		40	
Permanent Signing Plans	4							100		40	
<b>Work Element 12 - Structural Design</b>											
<b>12.1 - Type, Size and Location (TS&amp;L) Report</b>											
Concept Development			100	120	100	100				100	
Plans & Estimation			100	120	100				80		40
Report	24		40	40							
<b>12.2 - PS&amp;E Submittals</b>											
<b>12.2.1 - 30% Design</b>											
30% PS&E (plans and quantities)			60	120	100	100					160
30% QC Review	24		40	40							
<b>12.2.2 - 60% Design</b>											
60% PS&E (plans, quantities)			60	120	120					160	
60% PS&E (outline specs)			60	100	100						24
60% QC Review	24					100					
<b>12.2.3 - 90% Design</b>											
90% PS&E (plans, quantities)			60	120	120					120	
90% PS&E (draft specs)			60	100	100						24
90% QC Review	24					100					
<b>12.2.5 - 100% Design</b>											
100% PS&E - Bid-ready Plans and Quantities			60	80	80					80	
100% PS&E - Bid-ready Specs						100					
100% QC Review	24										24
<b>Work Element 13 - Bid Support Services</b>											
Misc Coordination		4									
Attendance at Pre-Bid Meeting		8							8		
Response to RFIs (Assume 4)		8							8	2	
Preparation of Addendums (Assume 2)		8							8	2	
<b>Work Element 14 - Construction Phase Services</b>											
Efforts for this Work Element are not included in this Contract and will be accepted at a later date.											
Total Staff Hours	138	438	880	1000	900	550	40	360	88	784	5,312
Direct Hourly Rate	\$75.00	\$75.00	\$55.00	\$50.00	\$45.00	\$45.00	\$50.00	\$80.00	\$79.00	\$45.00	\$55.00
Total Direct Salary Cost	\$10,290	\$32,700	\$48,400	\$50,000	\$40,500	\$24,750	\$2,000	\$28,800	\$7,584	\$35,280	\$290,484.00
Total Direct Labor Cost											
OH at 143.9% of Direct Labor											
Profit at 30.1% of Direct Labor											
Subtotal (Labor)											
Direct Costs (travel, production, FedEx, etc)											
Total:											
\$817,245											
Notes:											



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 3, 2019

TranTech Engineering, LLC  
12011 NE 1<sup>st</sup> Street, Suite 305  
Bellevue, WA 98005

Subject: Acceptance FYE 2018 ICR – Audit Office Review

Dear Khashayar Nikzad:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2018 Indirect Cost Rate (ICR) of 148.97% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah





Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 16, 2019

1 Alliance Geomatics  
1261A-120<sup>th</sup> Avenue NE  
Bellevue, WA 98005

Subject: Acceptance FYE 2018 ICR – Audit Office Review

Dear Michael Paradis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2018 Indirect Cost Rate (ICR) of 157.22% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah





Washington State  
Department of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 18, 2019

HWA GeoSciences, Inc.  
21312 30<sup>th</sup> Drive SE, Suite 110  
Bothell, WA 98021

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 175.44% of direct labor (rate includes 0.39% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

Jonson, Erik  
Jun 19 2019 1:04 PM  
cosign

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**HWA GEOSCIENCES, INC.**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2018**

<u>Description</u>	<u>GL Account Balance</u>	<u>Unallowable Costs</u>	<u>FAR Ref</u>	<u>Total Proposed</u>	<u>% of Direct Labor</u>
<b>Direct Labor</b>	<u>\$ 1,318,494</u>	<u>\$ -</u>		<u>\$ 1,318,494</u>	
<b>Fringe Benefits:</b>					
Bonuses	\$ 86,395	\$ -		\$ 86,395	
PTO	276,310	-		276,310	
401 k	69,052	-		69,052	
Employee group insurance	183,329	-		183,329	
Workers' comp	6,574	-		6,574	
Payroll taxes	169,173	(1,361)	(1)	167,812	
Other employee benefits	5,062	-		5,062	
<b>Total Fringe Benefits</b>	<u>\$ 795,895</u>	<u>\$ (1,361)</u>		<u>\$ 794,534</u>	<u>60.26%</u>
<b>General Overhead:</b>					
Indirect labor	\$ 657,070	\$ (30,216)	(2)	\$ 626,854	
Bid and proposals	64,771	-		64,771	
Automobile expense	19,491	-		19,491	
Advertising and marketing	34,750	(34,750)	(2)	-	
Bank service charges	2,638	-		2,638	
Contributions	1,095	(1,095)	(3)	-	
Computer and software expenses	107,268	-		107,268	
Depreciation and amortization	42,048	-		42,048	
Dues and subscriptions	5,155	-		5,155	
Insurance	103,347	-		103,347	
Interest	18,585	(18,585)	(4)(5)	-	
Maintenance and repairs	11,834	-		11,834	
Meals and entertainment	3,712	(184)	(6)	3,528	
Office supplies and postage	18,752	(26)	(7)	18,726	
Printing	17,852	-		17,852	
Professional fees	59,938	(1,215)	(8)	58,723	
Seminars and professional education	29,507	(2,073)	(6)(9)(10)	27,434	
Supplies	45,184	-		45,184	
Rent and utilities	260,805	-		260,805	
Taxes and licenses	165,185	(81,400)	(5)(11)	83,785	
Telecommunications	44,086	(34)	(5)	44,052	
Travel	9,164	(1,449)	(6)(9)(10)	7,715	
Recovery	(24,376)	(13,313)	(12)	(37,689)	
<b>Total General Overhead</b>	<u>\$ 1,697,861</u>	<u>\$ (184,340)</u>		<u>\$ 1,513,521</u>	<u>114.79%</u>
<b>Total Fringe Benefits and General Overhead</b>	<u>\$ 2,493,756</u>	<u>\$ (185,701)</u>		<u>\$ 2,308,055</u>	<u>175.05%</u>
<b>Facilities Capital Cost of Money (FCCM)</b>				<u>\$ 5,111</u>	<u>0.39%</u>

See notes to the indirect cost statement.

**HWA GEOSCIENCES, INC.**  
**DESCRIPTION OF FAR REFERENCES**  
**FOR THE YEAR ENDED DECEMBER 31, 2018**

- (1) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (2) 31.205-1 (f) (1) Public relations and advertising costs - All public relations and advertising costs whose primary purpose is to promote the sale of products or services by stimulating interest in a product or product line, or by disseminating messages calling favorable attention to the contractor for purposes of enhancing the company image to sell the company's products or services are unallowable.
- (3) 31.205-8 Contributions or donations - Contributions or donations, including cash, property and services, regardless of recipient, are unallowable.
- (4) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (5) 31.205-15 (a) Fines, penalties, and mischarging costs - Costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, local, or foreign laws and regulations, are unallowable.
- (6) 31.205-14 Entertainment costs -- Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (7) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (8) 31.202 (a) Direct costs - Direct costs of the contract shall be charged directly to the contract.
- (9) 31.201-2 (d) Determining allowability - Costs not supported with documentation are unallowable.
- (10) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (11) 31.205-41 (b) (7) Taxes - Income tax accruals designed to account for the tax effects of differences between taxable income and pretax income as reflected by the books of account and financial statements are unallowable.
- (12) 31.201-1 (a) Composition of total costs - Costs unrelated to labor based contracts should be eliminated from the overhead calculation.

Per feet

Exhibit E - Sub-consultant Cost Computations																			
Edgewater Creek Bridge Replacement																			
Work Element 4, 11 - Permitting & Civil Roadway - Per feet																			
	Principal	Sr. Associate	Sr. Associate	Lead Engineer / Mgr	Engineer II	Engineer II	Lead Technician / Designer	Technician III	Technician I	Sr. Planner/Cultural Resources Manager	Planner II	Lead Env/Wtr	Accountant	Clerical	Cultural Resources Specialist II	Cultural Resources Specialist II	Total Hours	Labor Dollars	
Task	Billing Rate	\$93.00	\$67.50	\$71.00	\$47.50	\$35.00	\$36.50	\$44.00	\$33.50	\$22.00	\$54.00	\$41.00	\$47.00	\$32.75	\$28.75	\$31.50	\$31.50		
Project Management																		4.00	\$372.00
Project Schedule Updating		4.00			12.00													4.00	\$491.00
Consent/Team Meeting		24.00	12.00	12.00	12.00									12.00				24.00	\$2341.00
Monthly Progress Reports and Meetings		12.00		12.00														12.00	\$441.00
Design Team Progress		12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00									108.00	\$11,227.50
<b>Total Project Management</b>		52.00	24.00	36.00	24.00	24.00	24.00	24.00	24.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	144.00	\$13,732.50
Work Element 4 Permitting																			
4.1 Enviro Data Gathering/Collection Field Work				16.00								4.00	16.00					36.00	\$3,134.00
4.2 NEPA/CEQA Documents (EIS/CA/EA/CE) and CEQA/PA forms				88.00							4.00	104.00	32.00			108.00	12.00	242.00	\$16,442.00
4.3 Permitting Drawings and Bid Items at 90% PFE				32.00			4.00											44.00	\$3,564.00
4.4 PA (ASPA) and Coordination				32.00														32.00	\$2,772.00
4.5 NPDES CSQP RDI				4.00														4.00	\$372.00
<b>Total Work Element 4</b>		16.00	8.00	128.00	8.00	8.00	4.00	4.00	4.00	4.00	8.00	48.00	8.00	16.00	108.00	12.00	144.00	1,472.00	\$13,644.00
Work Element 11 PS&E																			
11.1 Feasibility Study			12.00				66.00	20.00	24.00									102.00	\$4,138.00
11.2 Alternatives & T&E			35.00		60.00	80.00			24.00									149.00	\$8,284.00
11.3 PS&E																			
30% Design					8.00		24.00	86.00										118.00	\$7,374.00
60% Design					12.00		64.00	132.00	60.00									268.00	\$18,160.00
90% Design					12.00		78.00	144.00	60.00									294.00	\$17,280.00
100% Design					4.00		40.00	60.00	18.00									122.00	\$6,912.00
<b>Total PS&amp;E</b>			49.00	6.00	268.00	222.00	112.00	208.00	106.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	1,102.00	\$62,418.00
Work Element 11 Bidding Assistance																			
<b>Total Work Element 11 Bidding Assistance</b>																			
<b>Total Hours</b>		116.00	91.00	388.00	314.00	344.00	176.00	208.00	444.00	14.00	4.00	196.00	48.00	12.00	4.00	108.00	12.00	3,378.00	\$22,650.00
<b>Total Dollars</b>		\$10,728.00	\$6,126.00	\$27,268.00	\$14,782.00	\$19,968.00	\$6,472.00	\$9,184.00	\$17,874.00	\$324.00	\$216.00	\$9,114.00	\$2,316.00	\$392.00	\$115.00	\$3,708.00	\$63.00	\$181,041.00	
<b>SUMMARY</b>																			
Direct Salary Cost				\$191,942.89															
Overhead Cost				\$18,478.31															
Subcontractors				\$72,471.14															
<b>TOTAL</b>				\$326,471.00															





**Washington State  
Department of Transportation**

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[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 9, 2019

Makers Architecture and Urban Design LLP  
500 Union Street, Suite 700  
Seattle, WA 98101

Subject: Acceptance FYE 2018 ICR – Risk Assessment Review

Dear Gretchen Messer:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2018 ICR of 169.97%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:mya





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310 Maple Park Avenue S.E.  
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July 19, 2019

Ott-Sakai & Associates, LLC  
PO Box 247  
Mountlake Terrace, WA 98042

Subject: **Renewal of 2017 Negotiated and Provisional Rate**

Dear Janiece Christian:

WSDOT has agreed to renew your 2017 provisional rate (ICR) of 70% for one additional year. This renewal is provisional for the 2019/2020 (July 1st, 2019 to June 30th 2020) time period. In addition, the firm agrees to make the following adjustments to the (Nov2018/Apr2019) financials provided to the WSDOT audit office:

1. Removed the bonus as this was attributable to 2018
2. Update vacation figures [accrual was most likely before November 2018]
3. Adjust the labor to the lower rates for the indirect labor
4. Remove the \$12k professional fees - unallowable unless specifically attributable as direct costs

The provisional rate will not be extended beyond the 2019/2020 time period described above. The firm will be required to provide either a Cognizant Report or CPA Report for any future time periods. This rate will be applicable for Washington Local Agency and WSDOT Contracts. This rate may be subject to additional review if considered necessary by WSDOT.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 12, 2019

Parametrix, Inc.  
411 108<sup>th</sup> Avenue NE, Suite 1800  
Bellevue, WA 98004

Subject: Acceptance Sub-Consultant's Annual ANTE Rate Table  
Ott-Sakai & Associates, Inc.

Dear Christy Pope:

Washington State Department of Transportation (WSDOT) has reviewed and provisionally accepted your sub-consultant's proposed Annual ANTE rate table for Agreement Number Y-11868. This approval is provisional for the 2019/2020 (July 1<sup>st</sup>, 2019 to June 30<sup>th</sup>, 2020) time period. The provisional time and/or rates shall not be extended beyond the 2019/2020 time period. This acceptance is in accordance with the terms of your agreement with WSDOT.

This Annual ANTE rate table may be subject to additional review if considered necessary by WSDOT.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

Enclosure: Sub-Consultant's Accepted Annual ANTE Rate Table

Cc: Roscoe Ames

Ott-Sakai & Associates, LLC - Note new address

PO Box 247

Mountlake Terrace, WA 98043

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		70.00%	30.00%	
Principal	\$114.00	\$79.80	\$34.20	\$228.00
Senior Construction Specialist	\$114.00	\$79.80	\$34.20	\$228.00
Construction Specialist	\$107.00	\$74.90	\$32.10	\$214.00
Contracts Administrator	\$80.00	\$56.00	\$24.00	\$160.00

GTC

Exhibit E - Sub-consultant Cost Computations					
Edgewater Creek Bridge Replacement					
Work Element 8 - Traffic Control - GTC					
	Edward Koltonowski	Brad Lincoln, PE	Zach Wieben, PE	Maya McLain	Total
	Project Manager	Principal/ Project Engineer	Engineer	Clerical/	
Project Coordination	20	5		5	
City of Everett (WSDOT/Mukilteo) preparation and Meeting(s) total 4	24	12	5		
Neighborhood Meeting(s) Total of 2	10	3	5		
30% Traffic Control	2	25			
60% Traffic Control	1	15			
90% Traffic Control	3	15	2		
Traffic Control Plan Drafting Coordination	4	10	2		
Final Traffic Control Plan (100%)	10	20	10	5	
Internal QA/QC	6		4		
Neighborhood Traffic Analysis	15	25	45		
Contract/Invoicing/Etc.	2			5	
<b>Total Staff Hours</b>	97	130	73	15	315
<b>Direct Rates</b>	\$101.41	\$76.06	\$36.50	\$30.00	
<b>Total Direct Salary Cost</b>	\$9,837	\$9,888	\$2,665	\$450	\$22,839
				<b>Total Labor Cost</b>	\$22,839
				<b>OH at 110.00% of Direct Labor</b>	\$25,123
				<b>Profit at 28.4% of Direct Labor</b>	\$6,486
				<b>Total</b>	\$54,448
<b>Direct Costs (Mileage, Reproduction, count Data Collection, CAD etc.)</b>					\$5,000
<b>Specialized Data Collection for Neighborhood Analysis O-D Counts</b>					\$15,000
				<b>Total:</b>	<b>\$74,448</b>
Notes:					



**Washington State  
Department of Transportation**

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P.O. Box 47300  
Olympia, WA 98504-7300  
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www.wsdot.wa.gov

April 17, 2017

Brad Lincoln, Principal  
Gibson Traffic Consultants, Inc.  
2802 Wetmore Avenue, Suite 220  
Everett, WA 98201-3562

Re: Gibson Traffic Consultants, Inc.  
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Lincoln,

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Gibson Traffic Consultants, Inc., in April 2015. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Gibson Traffic Consultants opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

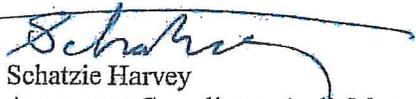
Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Gibson Traffic Consultants.

Gibson Traffic Consultants has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2019. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

  
Schatzie Harvey  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File



Transportation Building  
310 Maple Park Avenue S.E.  
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[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 18, 2019

Perteet, Inc.  
2707 Colby Avenue, Suite 900  
Everett, WA 98201

Subject: Acceptance FYE 2018 ICR – Risk Assessment Review

Dear Denice Moan:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2018 ICR of 189.23% of direct labor (rate includes 0.32% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

Actuals Not To Exceed Table (ANTE)

Gibson Traffic Consultants, Inc. 2813 Rockefeller Avenue, Suite B Everett, WA 98201						
Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE		
		110.00%	Enter FF%			
Principal	\$101.41	\$111.55	\$0.00	\$212.96		
Sr. Engineer/Manager	\$101.41	\$111.55	\$0.00	\$212.96		
Lead Engineer/Manager, P.E.	\$76.06	\$83.67	\$0.00	\$159.73		
Engineer Tech I	\$36.50	\$40.15	\$0.00	\$76.65		
Engineer Tech II	\$29.50	\$32.45	\$0.00	\$61.95		
Administration I	\$30.00	\$33.00	\$0.00	\$63.00		
		\$0.00	\$0.00	\$0.00		





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[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 11, 2019

EnviroIssues, Inc.  
101 Stewart Street, Suite 1200  
Seattle, WA 98101

Subject: Acceptance FYE 2018 ICR – Risk Assessment Review

Dear Lynnette Bradbury:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2018 ICR of 160.37% of direct labor (rate includes 0.07% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

## **Exhibit F**

### **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

## **Exhibit G** **Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -  
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
TranTech Engineering, LLC  
whose address is  
365 - 188th Ave SE - Suite 100 - Bellevue, WA 98005  
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

TranTech Engineering, LLC

\_\_\_\_\_  
Consultant (Firm Name)



\_\_\_\_\_  
Signature (Authorized Official of Consultant)

12/10/19

\_\_\_\_\_  
Date

Agreement Number:

## Exhibit G-1(b) Certification of

I hereby certify that I am the:



Other

of the \_\_\_\_\_, and  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:

## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TranTech Engineering, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/10/19

Date

Agreement Number:

### Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

TranTech Engineering, LLC

\_\_\_\_\_  
Consultant (Firm Name)



\_\_\_\_\_  
Signature (Authorized Official of Consultant)

12/10/19

\_\_\_\_\_  
Date

Agreement Number:

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Edgewater Creek Bridge Replacement \* are accurate, complete, and current as of 11/19/19 \*\*

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: TranTech Engineering, LLC

\_\_\_\_\_  
Signature

Principal  
\_\_\_\_\_  
Title

Date of Execution\*\*\*: 11/19/19

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

## **Exhibit H**

### **Liability Insurance Increase**

---

#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

N/A

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

### **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

# **Exhibit J**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



## **Exhibit E**

### **Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Summary of all subs

1 Alliance	\$52,268
HWA	\$181,611
Perteet	\$326,471
GTC	\$74,448
Ott-Sakai	\$53,172
Makers	\$50,501
EnviroIssues	\$83,445
Total All Subs: \$821,917	

Agreement Number:



**Project title:** Authorize release of Request for Proposal #2019-124 Parking Management Services – Everpark Garage

**City Council Agenda Item Cover Sheet**

**Council Bill #**

**Project:** Parking Management Services for Everpark Garage

**Agenda dates requested:**

January 15, 2020

**Partner/Supplier :** To be determined

**Location:** 2801 Hoyt Ave

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Preceding action:** Six-month management contract extension approval 12/2/19

**Fund:** 430 Everpark Garage

**Budget amendment:**

Yes  No

**Fiscal summary statement:**

The Downtown Everett Association was granted a six-month agreement extension to manage the Everpark Garage. The extension end date is June 30, 2020. The monthly management fee in 2020 is \$18,274.30.

**PowerPoint presentation:**

Yes  No

The request for proposal will, in part, require proposers to submit a proposed annual management fee for each year of an initial three-year term.

**Attachments:**

RFP 2019-124

**Project summary statement:**

The City of Everett is seeking the services of an operator to perform parking management services for the 493-stall Everpark Garage. The selected supplier will be required to provide professional parking management services, which includes day-to-day garage management services and event parking staffing support.

**Department(s) involved:**

Purchasing & Real Property

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

City of Everett Ordinance No. 849-82 requires that the Everpark Garage be operated through a management agreement with a private operator for the benefit of the general public to serve civic center purposes. The Downtown Everett Association (DEA) has been the City’s agent in managing the Everpark Garage for more than a decade. Currently, the DEA is managing the Garage under a six-month management agreement extension. That extension was to a three-year management agreement amendment that previously extended DEA’s agreement from the end of 2016 to the end of 2019. It is a best practice to periodically issue a request for proposal to help ensure that the interests of the City and public continue to be served. That best practice is the basis for this RFP.

**Initialed by:**

Department head

Administration

**Recommendation (exact action requested of Council):**

Authorize release of Request for Proposal #2019-124 Parking Management Services – Everpark Garage

Council President



**PURCHASING**

**Request for Proposal #2019-124**

Point of Contact:  
Theresa Bauccio-Teschlog, CPPB  
Purchasing Manager  
(425) 257-8901  
[bids@everettwa.gov](mailto:bids@everettwa.gov)

**Parking Management Services – Everpark Garage**

<b>TIME LINE</b> - The following represents the schedule for this solicitation.	
<b>Event</b>	<b>Date</b>
Issue Date .....	January 16, 2019
Deadline for Final Questions.....	February 8, 2020
Proposal Due Date .....	February 26, 2020, 2:00 p.m. Pacific Time
Award .....	April, 2020
Anticipated Contract Start Date .....	July 1, 2020
Anticipated Contract Term	3 years with two (2) three-year extension options at the sole discretion of the City of Everett
<p><b>Submit Sealed Proposals to:</b>  <b>City of Everett – City Clerk, 1<sup>st</sup> Floor</b>  <b>2930 Wetmore Avenue</b>  <b>Everett, WA 98201</b></p> <p><b>Clearly label the outside of the sealed envelope containing the <u>original proposal response and five (5) complete identical copies with the Proposal Name, Proposal # and contact information listed above.</u> Only proposals that arrive in the City Clerk’s office by the deadline will be considered.</b></p>	
<p><b>Information &amp; Addenda:</b> All Information including Addenda regarding this solicitation can be found at:  <a href="https://everettwa.gov/319/Bid-Opportunities">https://everettwa.gov/319/Bid-Opportunities</a></p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.</p>	
<p><b>Questions:</b> All questions must be requested through Public Purchase utilizing the above link or e-mailed to the procurement professional listed above.</p> <p>Unauthorized contact regarding this Request for Proposal with any other City of Everett employee or supplier may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.</p>	

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## **SECTION 1 - INSTRUCTIONS**

### **1.1 PROPOSAL SUBMITTAL**

The City Clerk must receive the supplier's proposal, in its entirety, by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the Supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

No supplier may withdraw their Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

### **1.2 PROPOSAL CLOSING**

At the appointed time, the names of the suppliers who submitted proposals will be read aloud at an administrative opening in the 8th Floor, 2930 Wetmore, Everett, Washington.

### **1.3 OFFER PERIOD**

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

### **1.4 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

### **1.5 WITHDRAWAL OF PROPOSALS**

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

### **1.6 SINGLE RESPONSE**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

### **1.7 MULTIPLE PROPOSALS**

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

## **1.8 EVALUATION AND AWARD**

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

## **1.9 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

## **1.10 EXCLUDED PARTIES**

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

<https://www.sam.gov>

## **1.11 BUSINESS LICENSE**

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation (B & O) Tax, when applicable. B & O Tax questions may be directed to Everett City Clerk, (425) 257-8610.

## **1.12 BID PROTEST PROCEDURES**

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at:

<http://www.codepublishing.com/WA/Everett>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

## **1.13 NON-ENDORSEMENT**

As a result of the selection of a supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

**1.14 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE**

**A. Property of the City of Everett**

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term “proposal” is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

**B. Proposals are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

**C. Public Records Exemption / Notice of RCW 39.10.470**

In accordance with RCW 39.10.470, trade secrets as defined in RCW 19.108.010, or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

**D. Proposals Not Marked as Confidential**

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

**E. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

**F. Indemnification by Proposer**

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

**G. Consent to Procedure**

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the supplier consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

**1.15 RESPONSE PROPERTY OF THE CITY OF EVERETT**

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

**1.16 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

**1.17 COST OF PREPARING PROPOSALS**

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

**1.18 COOPERATIVE PURCHASING**

**Suppliers:** RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

**Cooperating Political Subdivisions:** Public agencies desiring to use Everett’s contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

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The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

## **SECTION 2 - SPECIFICATIONS**

### **2.1 INTENT SUMMARY**

The City of Everett is seeking the services of an operator to perform parking management services for the 493 stall Everpark Garage (Garage) which is located in downtown Everett, Washington. The selected supplier will be required to provide professional parking management services as defined in this Request for Proposal. This service will include day-to-day garage management services and event parking staffing support. The supplier will be expected to partner with the City to make Downtown Everett attractive to both employees and customers.

All proposals must be completed in full compliance with the American with Disabilities Act (ADA). Of the 493 stalls, the City has assigned 40 stalls to the United States Forest Service as part of its office lease at the Everett Municipal Building. The successful supplier is required to honor this lease.

### **2.2 BACKGROUND**

City of Everett Ordinance No. 849-82 in part requires that the Garage be operated through a management agreement with a private operator for the benefit of the general public to serve civic center purposes. The Downtown Everett Association (DEA) has been the city's agent in managing the Garage for more than a decade. Currently, DEA is managing the Garage under a six-month management agreement extension. That extension was to a three-year management agreement amendment that previously extended DEA's agreement from the end of 2016 to the end of 2019. It is a best practice to periodically issue a request for proposal to help ensure that the best interests of the city and public continue to be served. That best practice is the basis for this RFP.

### **2.3 DESIRED OUTCOMES**

As the result of the award of the Everpark Garage Operations Management Agreement, the supplier is expected to provide:

- Excellent customer service which is defined as:
  - responding to customer needs and any customer complaints within 24 hours
  - maintaining courtesies and professional conduct at all times with members of the public
- Marketing to create awareness of the Garage
- Parking utilization and revenue generation as per the requirements of City Resolution 7410

### **2.4 SCOPE OF WORK & OPERATOR RESPONSIBILITIES**

Supplier will manage and operate the Garage. Services to be provided by the supplier will include, at the minimum, the essential requirements as listed below:

- a. Collect public parking revenue derived from Garage operations.
- b. Collect and account for all cash and other payments received from any source derived for use of the facilities.

- c. Manage and operate the Garage, including supervision of the parking and circulation of vehicles inside the Garage, plus administration, implementation, processing, and monitoring of prepaid parking credit card use. This may include future electric charging stations.
- d. File and pay all sales, business & occupation and other taxes except for leasehold excise taxes incurred due to Garage operations.
- e. Employ, manage, evaluate and if necessary, terminate parking management services' personnel. All staff members must be fluent in English and must be able to understand and be understood when conversing with English speaking customers. Additional language skills are desirable. Supplier must obtain a nationwide criminal background check for all staff members. Records of criminal background checks must be kept on file by Supplier and made available to the City of Everett for review upon request. Questionable backgrounds must be brought to the attention of the City of Everett. Throughout the life of the contract, the City reserves the right to require the supplier to have background checks updated or completed again at the supplier's expense.
- f. Consult with the City on matters related to the operation of the Garage.
- g. Collaborate with the Downtown Everett Association regarding economic development initiatives and promotional activities. The Downtown Everett Association is the entity that currently manages the downtown area Business Improvement Association.
- h. Provide a monthly summary report of income and expenses to the City's Representative.
- i. Review and recommend adjustments to parking rates by category, including terms of use, per the requirements of City Resolution 7410 on at least an annual basis.
- j. Maintain a short and long-term promotional plan to increase Garage usage.
  - 1. Work with the downtown merchants for the promotion and operation of the garage for the betterment of downtown Everett and its citizens.
- k. Investigate and answer all Garage related complaints.
- l. Maintain Garage cleanliness.
  - 1. Employee restroom must be cleaned daily.
  - 2. Particular attention must be given to all public access areas, such as elevator, stairways, and arcade walkway. If necessary, the painted access areas should be scrubbed as needed to maintain a fresh appearance. Graffiti must be immediately cleaned or painted over.
  - 3. Daily cleaning of stairways, elevators, and each parking level. In the event of snow or icy conditions, the stairwells will be cleared to ensure the public safety as soon as reasonably possible to prevent hazard or injury.
  - 4. Keep the Garage free of all debris and flammable materials of every description.
- m. Maintain ticket dispensers and automated equipment.

- n. Provide a maintenance crew that is available during normal business hours of at a minimum of 8:00 a.m. to 5:00 p.m., Monday through Friday and Maintain 24-hour on-call maintenance support.
- o. Develop and recommend a capital improvement plan annually and provide it to the City's Representative by July 1, of each year.
- p. Pay for and obtain all licenses and permits necessary for the operation of the Garage.
- q. Initiate work orders with the City's Representative to correct maintenance needs and undertake repairs.
- r. Submit in writing any maintenance requests over five hundred dollars (\$500), special request for other use, or promotional coordination with downtown merchant groups. This correspondence will be directed only to the City's Representative, who will in turn coordinate the requests within the City.
- s. Allow the City to audit the Supplier's operation of the Garage upon request of the City.
- t. No vending other than necessary for the parking operation will be allowed in the Garage unless approved by the City's Representative.
- u. It is the intent and it is agreed, that the Supplier is not granted a leasehold interest to exclusively occupy the Garage. The Supplier is providing management services as described and therefore should not be subject to any Leasehold Excise Tax, RCW Chapter 82.29A. However, if it is otherwise determined and the Supplier is responsible for said tax, then the Supplier is solely responsible for and must pay the tax.

## **2.5 LOCATION**

The parking garage is located at:  
2815 Hoyt Avenue  
Everett, WA 98201

## **2.6 CURRENT HOURS OF EVERPARK GARAGE FOR FEE PARKING\***

The supplier must staff the Garage based on the following schedule:

- Weekdays - from 7:00 a.m. to 6:00 p.m.

\*Parking is currently available for free after 6:00 p.m. weekdays and all day on Saturday and Sunday. The supplier is not expected to provide staffing during this time.

## **2.7 POTENTIAL FUTURE USE**

The Garage is near the city's Angel of the Winds Arena located at 2000 Hewitt Ave. It is home to the Everett Silvertips Hockey Team and the location of large-scale events with seating of up to 10,000 people. Use of the Garage in support of games and other events being held at the arena are on-going.

As part of a potential future contract amendment, the supplier would be expected to maintain an onsite presence to accommodate future Angel of the Winds events.

Additionally, other special events, cultural arts' shows, and festivals take place in downtown Everett. As these grow in number and as participation increases, Garage support may also be required.

## **2.8 ANNUAL REPORTING**

An annual operating budget for the Garage must be prepared and submitted to the City for approval. The proposed budget is due by June 30 of each calendar year for the next calendar year. The budget must include detailed operating revenue and expense projections.

Implementation of the proposed budget, or as modified by the City, requires written authorization from the City's Representative. The Supplier is limited to the total expense authority in the budget as approved by the City's Representative.

## **2.9 STAFFING**

- Supplier's staff are not provided parking at the Garage. They may however, purchase parking according to the Garage's management and operational plan.
- Supplier will provide a company organizational chart for personnel involved in the day to day operation of the Garage. The designated Garage Manager will maintain the responsibility for oversight of the Garage, acting as the single point of contact between the City's Representative, and the Supplier. Supplier will provide the City with contact information for a minimum of two (2) other local contacts that will be available for emergency and operational needs.
- Staff shall be attired in uniforms approved by the Supplier and the City's Representative at all times when the Garage is open to the general public. If a staff member of the Supplier's, in the reasonable opinion of the City's Representative, fails to exhibit and conform to reasonable standards of courteousness, cleanliness and politeness which reflect favorably on the City, the Supplier shall promptly counsel or discipline such employee or remove such employee from the Garage.

## **2.10 FIDELITY BOND**

The supplier must provide a fidelity bond for all employees in the amount of five thousand dollars (\$5000) for each incident and the bond must be in a form acceptable to the City Attorney which will provided to the city prior to contract execution and each renewal thereafter.

## **2.11 PARKING RATES**

The rates charged for parking will be determined and regulated solely by the City, with recommendations from the supplier. Supplier will, on an annual basis, provide an annual market survey of comparable area parking rates to the City, throughout the term of the Contract and/or upon request. The market survey will include any recommended rate changes prescribed by the supplier, which shall be subject to City approval, prior to implementation.

Supplier will collect parking revenue in accordance with the approved rates' structures and will provide temporary or portable signage and provide notice to customers of parking rates, and any changes that may occur to the rates' structure from time to time. Collection of revenue not in conformance with the approved rates' structure will constitute a breach of contract and may result in contract termination.

## **2.12 CUSTOMER COMPLAINTS**

Supplier will implement a methodology for handling customer complaints, completing incident reports, and reporting the nature and reasonable disposition to the City. Supplier will respond to customer complaints or comments within twenty-four (24) hours of receipt of such. The City will be provided a record of those complaints upon request.

## **2.13 PARKING REVENUE**

All monies received by the Supplier on the City's behalf because of Supplier's management of the Garage must be deposited in the account established by the City or taken to the City Clerk's Office. The City will provide the Supplier with deposit slips. Deposits must be made daily. Fees from the previous day must be deposited on the next business day following the collection. The Supplier must provide Cash Collection reports daily to the City Clerk's Office.

## **2.14 FINANCIAL CONTROLS**

The Supplier must provide or follow the following financial controls:

- a. develop an Accounting Management Reporting System within thirty days of the effective date of this Agreement, which reporting system must be acceptable to the City's Finance Director.
- b. provide its own change fund.
- c. provide an electronic cash register.
- d. record all revenue into an electronic cash register at its full value immediately upon receipt and issue a receipt upon conclusion of the transaction.
- e. make manual receipts available that are preprinted with the "Everpark" logo and in numerical sequence to be used in the event electrical service is disrupted or a customer requires a more detailed receipt than is produced by the cash register.
- f. immediately and restrictively endorse all checks received for deposit only to the "City of Everett" with the endorsement stamp provided by the City Finance Department.
- g. reconcile the daily receipts using a worksheet provided and approved by the City's Finance Director. Written explanations must accompany any overages or shortages. The mode of payment totals from the cash register z-tape should match the total of each payment type in the deposit i.e., cash and checks. If the mode of payment totals does not match, the reason must be documented by the supplier supervisor. The supplier must organize preprinted parking stubs in numerical sequence and identify any missing or lost tickets. The supplier must forward daily to the Finance Department the completed worksheet along with a copy of the deposit slip, the cash register z-tape, a bank validation slip, and the day's organized parking ticket stubs.
- h. make bank deposits on a daily basis into the City of Everett's operating account. Deposit slips, provided by the City of Everett Finance Department, will be prepared in duplicate. All receipts will

be deposited intact. The City's Finance Department will record Garage revenue daily in the City's financial system.

- i. prepare and distribute invoices for monthly parking customers. Invoices for monthly parking customers will be mailed on or before the 15th of each month.
- j. submit monthly invoices to the Facilities and Property Management Department of the City for its management fee on or before the first of each month for its services during the prior month.

## **2.15 CITY OF EVERETT RESPONSIBILITIES**

The City of Everett will be responsible for the following:

- a. set parking rates, discounts, allowances, and hours of operation
- b. pay for all utilities except for telecommunication and refuse removal expenses
- c. provide Everett Police Department support as needed.
- d. manage and fund any major capital improvements (such as painting, car deck resurfacing and light re-lamping and major emergency repairs)
- e. retain the right to amend or modify financial control procedures as needed
- f. provide all maintenance and improvements such as:
  - 1. re-lamp and replace broken glass
  - 2. paint signs and restrooms as and when the City believes necessary
  - 3. maintenance and repair of the Garage structure, elevator system, mechanical security doors, lighting, and support utilities. City owned equipment will be the responsibility of the City's Facilities Department

All other repairs will be the responsibility of the Supplier.
- g. maintain the right during the term of the Agreement to modify the Garage on a temporary or permanent basis for any reason including, but not limited to the following:

- 1. to repair one or more sections of the Garage;
- 2. to revise the available supply of spaces by redesign, restriping, or otherwise; and
- 3. to revise the available supply of spaces for any purpose;
- 4. to make any necessary physical changes to the Garage.

The City retains its right to directly enter into agreements with third parties for the use of parking spaces in the Garage; provided however City will consult with the Supplier prior to entering into any third-party agreement. "Consult" means to confer and does not obligate the City to seek or obtain the Supplier's approval or concurrence prior to the City's entering into any third-party agreement.

**2.16 PARKING ACCESS AND REVENUE CONTROL SYSTEM**

City of Everett is looking into the future implementation of an automated parking garage access and revenue system (PARS). Once implemented, Supplier will coordinate the maintenance of equipment with City staff and the managing of the daily operation of the automated system.

**2.17 SIGNAGE**

Supplier will clean, maintain, and repair all signs at the Garage, including parking rate signs, directional, wayfinding, and any other signage related to parking functions. Supplier may be required to recommend or provide additional signage from time to time at the City's expense and subject to the City's approval. The cost for all work performed at the direction of the City of Everett will be reimbursed for the direct expense incurred by the supplier.

The Supplier will not physically alter the parking facilities, but may install necessary portable signs, directional markers, etc. Building walls, sidewalks and landscaped areas may not be altered without written permission of the City. Capital investments and other fixed improvements in excess of \$500 for an individual item will not be made without the prior written approval of the City. Work items will not be broken down in an effort to evade this threshold.

Installation of signs on any wall areas must be approved in writing by the City. The Supplier will not allow advertising signs on the parking structure or inside except those specifically authorized by the City.

**2.18 COMPENSATION**

As compensation for services rendered, the City of Everett will pay the supplier a Base Management Fee for the services provided to manage and administer the parking operation of the Garage.

**2.19 PRICING ADJUSTMENTS**

Prices must remain firm for the duration of the initial three-year contract period. Reasonable price changes based on market conditions and price or cost analysis may be made prior to each extension option. The supplier must supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published modification of price change(s).

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Purchasing Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new price and establish the effective date for the new price.

The supplier must give the City of Everett Purchasing Division, ninety (90) calendar days written notice prior to the requested date of the price increase.

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**2.20 PAYMENT**

Within thirty (30) days after delivery of invoice requesting payment for services or re-imbusement payment will be provided to the Operator. Invoices shall be provided to City's Representative.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable  
PO Box 12130  
Everett, WA 98206  
[accountspayable@everettwa.gov](mailto:accountspayable@everettwa.gov)

**SECTION 3 – PROPOSAL EVALUATION PROCESS**

**3.1 GENERAL**

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier’s response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

**3.2 SELECTION PROCESS**

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier’s proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

**3.3 CONTRACT AWARD AND EXECUTION**

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier’s proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

**3.4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	75	Evaluate responses to Questionnaire 4.04.
2	Technical Capability, Approach, and Capacity	125	Evaluate responses to Questionnaire 4.04.
3	Communication, Customer Services, and Training	75	Evaluate responses to Questionnaire 4.04.
4	Risk, Performance, and Quality Assurance	25	Evaluate responses to Questionnaire 4.04.
5	Price Proposal	100	Evaluate Suppliers’ price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none"> <li>• Are realistic for the work to be performed and</li> <li>• Demonstrate that the supplier understands the Scope of Work.</li> </ul>
	Total	400	

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### **3.5 INTERVIEWS**

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

## **SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS**

### **4.1 SUBMITTAL REQUIREMENTS**

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposals must include:

- 1. Supplier Commitment and Information (attached)**
- 2. Price Sheet (attached)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Suggested response format:**
  - Standard 8 1/2" x 11" paper
  - Single or double sided, numbered pages
  - Typed with a minimum of 11-point font
  - Form 4.04- re-type the question before responding

**FORM 4.02 SUPPLIER COMMITMENT AND INFORMATION**

**REQUEST FOR PROPOSAL #2019-124 Parking Management Services – Everpark Garage**

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date:	

**FORM 4.03 PRICE SHEET**

**REQUEST FOR PROPOSAL #2019-124 Parking Management Services – Everpark Garage**

Complete the price sheet. Quotes for goods and/or services other than those specified will not be considered unless authorized by the solicitation.

If there is a conflict between the unit price and the extended price, the unit price must govern.

#	Description	Monthly cost	Unit	Yearly cost
1	Monthly Management Fee Year 1	\$	12 months	\$
2	Monthly Management Fee Year 2	\$	12 months	\$
3	Monthly Management Fee Year 3	\$	12 months	\$
			Total for 3 years	\$

Do you certify that you are NOT on the Comptroller General’s list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?

Yes  No

## **FORM 4.04 QUESTIONNAIRE**

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

### **1. Qualifications and Relevant Experience**

- A.** Briefly describe your company. Include how long the company been in business.
- B.** Describe the qualifications of your company, its business experience and achievements.
- C.** Describe your experience operating municipal parking garages.
- D.** Who are you proposing to be the project or account manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in industry, years with firm, year of applicable licenses and etc.
- E.** What characteristics most distinguish your organization from your competitors?

### **2. Technical Capability, Approach, and Capacity**

- A.** Describe the proposed management and operation plan for the Garage. Identify staffing by position, including position title, position function, work schedule. Include how your firm will inspect the garage for safety concerns, debris and potential maintenance issues.
- B.** Identify industry best practices for publicly owned parking garages then describe how your approach incorporates those best practices.
- C.** Provide a detailed safety plan including safety and emergency procedures and protocols to be used by staff and in assisting customers.
- D.** Provide a detailed custodial services plan including type and frequency for both the inside of the Garage and adjacent to the Garage, curb line, and vegetation management.
- E.** Describe your procedures for cash control, accounting and auditing. Include any internal controls that are in place to safeguard public funds.
- F.** Provide an employee handbook, or equivalent that includes applicable policies regarding procedures and work behavior of staff assigned to the Garage.
- G.** Describe the process to be used to ensure that the parking rates are consistent with City objectives for optimized Garage utilization and revenue generation per the requirements of Resolution 7410 regarding parking rates’ review and analysis.
- H.** Describe the process to be used to ensure that all categories of parking are priced, to optimize Garage utilization throughout the day and week and be competitively priced.
- I.** Describe any additional reporting that your company could provide.

- J. Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.
- K. Describe how you will partner with the City to make Downtown Everett attractive to both employees and customers.

### **3. Communication, Customer Service, and Training**

- A. Describe the proposed communication and coordination of Garage management and operations with City's Representative and other key staff.
- B. Describe the communication and coordination of Garage management personnel with representatives of the Downtown Everett Association, members of the Business Improvement Area, and other key Garage stakeholders.
- C. Describe how your company project manager will keep City of Everett informed of any issues related to delivering the services described in this RFP.
- D. Describe the proposed customer service plan. This includes, at a minimum, the process to address customer comments, complaints, issues, and incidents, received via any communication channel. Include any customer service standards.
- E. Describe your approach to achieving Customer Satisfaction.
- F. Describe your on-going training of your staff to assure daily working knowledge as applicable to this contract.
- G. Where is your office located, and what are your customer service hours in Pacific Time?

### **4. Risk, Performance, and Quality Assurance**

- A. Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
  - a. Company name and full address
  - b. Point of contact name, title, e-mail address, and phone number
  - c. Contract title, number, start and completion dates
  - d. Contract description & order / service details
- B. Provide feedback collected from previous customers regarding your performance.
- C. What is the average length of your contracts?
- D. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

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**Attachment A – Professional Services Agreement**

**Attachment B – Sample Daily Report**

**Attachment C – Resolution 7410**

**Project title:** Request for Final Acceptance & Certificate of Completion on the Legion Golf Course Stormwater Detention Project

**Council Bill #**

**Agenda dates requested:**  
January 22, 2020

Briefing  
Proposed action  
Consent  X  
Action  
Ordinance  
Public hearing  
..... Yes  X No

**Budget amendment:**  
..... Yes  X No

**PowerPoint presentation:**  
..... Yes  X No

**Attachments:**  
None

**Department(s) involved:**  
Public Works

**Contact person:**  
Mike Kangas

**Phone number:**  
(425) 257-

**Email:**  
mkangas@everettwa.gov

**Initialed by:**



.....  
Department head

.....  
Administration

.....  
Council President

**Consideration:** Final Acceptance & Certificate of Completion

**Project:** Legion Golf Course Stormwater Detention Project

**Partner/Supplier :** Rodarte Construction, Inc.

**Location:** Legion Golf Course

**Preceding action:** Contract Award, Change Orders 1, 2 & 3

**Fund:** Work Order UP-3620

**Fiscal summary statement:**

Original Contract Price: \$3,760,658.25

Change Order's 1, 2 & 3: \$ 289,368.75

WSST (per WAC 458-70-171) \$ 0.00

Revised Contract Total: \$4,050,027.00

**Project summary statement:**

The general contractor, Rodarte Construction, Inc. completed the Legion Golf Course Stormwater Detention Project in accordance with the Project's plans and specifications and to the satisfaction of the Public Works Department.

The final dollar amount due Rodarte Construction, Inc. is \$4,049,905.69 exclusive of WSST per WAC 458-20-171. City Council needs to accept the project and authorize the Mayor to sign the Certificate of Completion allowing the release of retention bond.

**Recommendation (exact action requested of Council):**

Accept the Legion Golf Course Stormwater Detention Project with Rodarte Construction, Inc., as complete and authorize the Mayor to sign the Certificate of Completion allowing the release of retention bond.

# CERTIFICATE OF COMPLETION

Project: Legion Golf Course Stormwater Detention Project

Contractor: Rodarte Construction, Inc.

Work Order No. PW 3628

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

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

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

Recommended by:

  
\_\_\_\_\_  
Public Works Director  
Ryan Sass

1-08-2020  
\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Mayor, City of Everett  
Cassie Franklin

\_\_\_\_\_  
Date

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

APPROVED AS TO FORM

\_\_\_\_\_

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

\_\_\_\_\_  
Date

CITY OF EVERETT  
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: November 25, 2019  
CONTRACTOR: Rodarte Construction, Inc  
PROJECT TITLE: Legion Golf Course Stormwater Detention  
DATE WORK COMPLETE: October 11, 2019

ADDRESS: 17 E. Valley Hwy. E.  
CITY/STATE: Auburn, WA 98072  
WORK ORDER NO. UP 3620  
FINAL AMOUNT: \$4,049,905.69  
Exclusive of State Sales Tax

CONTRACTOR'S CERTIFICATION

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

X *Danny A. Whaley*  
CONTRACTOR  
Rodarte Construction Inc

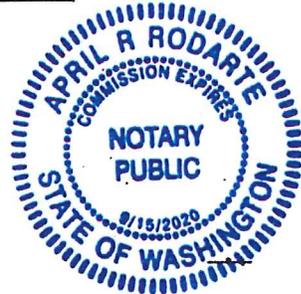
X *Controller*  
TITLE

Subscribed and sworn to before me this 5<sup>th</sup> day of December, 2019

X *April R Rodarte*  
Notary Public

in and for the State of Washington, residing at

*Olling WA*



PUBLIC WORKS DEPARTMENT CERTIFICATION

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

APPROVED Date: 1-08-2020

X *Tom Fuchs*  
Construction Manager  
Tom Fuchs

X *Ryan Sass*  
Public Works Director  
Ryan Sass, P.E.

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.

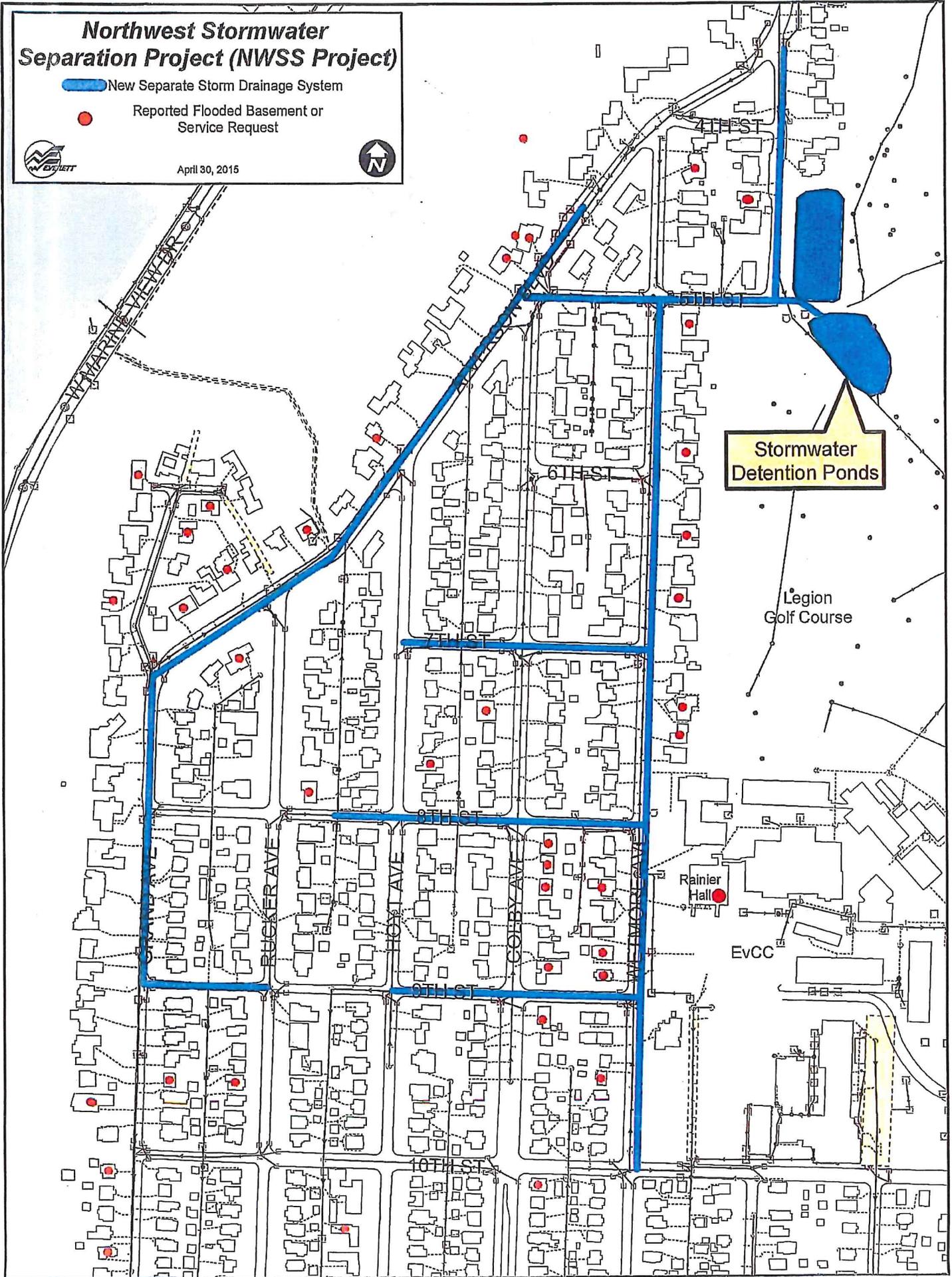
# Northwest Stormwater Separation Project (NWSS Project)

 New Separate Storm Drainage System

 Reported Flooded Basement or Service Request



April 30, 2015



Stormwater Detention Ponds

Legion Golf Course

Rainier Hall

EVCC

Run Date: 10/18/2019  
Time: 12:06 PM

City of Everett - Public Works Department  
Contract Estimate Voucher

Cutoff Date: 10/11/2019

Project: 353  
LEGION GOLF COURSE STORMWATER  
DETENTION PROJECT  
WO 3620 BID: \$4,050,027.00  
TOTAL BID: \$4,050,027.00

For Work Order #3620  
Estimate #16

Contractor: Rodarte Construction Inc  
17 East Valley Hwy E  
Auburn, WA 98092

**FINAL**

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$4,049,905.69	\$4,041,905.69	\$8,000.00
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$4,049,905.69	\$4,041,905.69	\$8,000.00

Contract Totals to Date  
Retained Amounts  
State Tax Amounts  
Amounts Paid  
Amount to be Paid This Estimate

*[Handwritten signature]*

Checked By Mick Kaurrs Date 10/6/19  
Recommended By Ben Fugh Date 11-6-19  
Public Works Director [Signature] Date 11-6-2019

Retainage not withheld  
per Retainage Bond  
# 1000788115

Work Order Number: 3620

Run Date: 10/18/2019  
Time: 12:06 PM

City of Everett - Public Works Department  
Contract Estimate Voucher

Cutoff Date: 10/11/2019

Project: 353

For Work Order #3620  
Estimate #16

Contractor: Rodarte Construction Inc  
17 East Valley Hwy E  
Auburn, WA 98092

LEGION GOLF COURSE  
STORMWATER DETENTION PROJECT  
WO 3620 BID: \$4,050,027.00  
TOTAL BID: \$4,050,027.00

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	328,000.00	1.00	1.0000	1.0000	0.0000	328,000.00	328,000.00	0.00
0002	CONSTRUCTION SURVEY & RECORD DRAWINGS	LS	22,000.00	1.00	1.0000	1.0000	0.0000	22,000.00	22,000.00	0.00
0003	TEMP EROSION & SEDIMENT CONTROL	LS	45,000.00	1.00	1.0000	1.0000	0.0000	45,000.00	45,000.00	0.00
0004	SHORING & TRENCH SAFETY	LS	1.00	1.00	1.0000	1.0000	0.0000	1.00	1.00	0.00
0005	DEWATERING	LS	16,000.00	1.00	1.0000	1.0000	0.0000	16,000.00	16,000.00	0.00
0006	WATER MAIN PIPE, 12" DIA, DUCTILE IRON	LF	120.00	153.00	149.0000	149.0000	0.0000	17,880.00	17,880.00	0.00
0007	SANITARY SEWER PIPE 36" DIA, POLYPROP	LF	140.00	725.00	728.0000	728.0000	0.0000	101,920.00	101,920.00	0.00
0008	CATCH BASIN, 48" DIA, TYPE 2	EA	3,400.00	1.00	1.0000	1.0000	0.0000	3,400.00	3,400.00	0.00
0009	MANHOLE, 48" DIA, TYPE 1	EA	3,750.00	1.00	1.0000	1.0000	0.0000	3,750.00	3,750.00	0.00
0010	MANHOLE, 60" DIA, TYPE 1	EA	8,500.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	MANHOLE, 72" DIA, TYPE 1	EA	11,000.00	5.00	5.0000	5.0000	0.0000	55,000.00	55,000.00	0.00
0012	MANHOLE, 48" DIA, TYPE 3	EA	3,500.00	2.00	2.0000	2.0000	0.0000	7,000.00	7,000.00	0.00
0013	SEWAGE DIVERSION	LS	25,000.00	1.00	1.0000	1.0000	0.0000	25,000.00	25,000.00	0.00
0014	ABANDON EXISTING MANHOLE	EA	375.00	2.00	5.0000	5.0000	0.0000	1,875.00	1,875.00	0.00
0015	UNSUITABLE FOUNDAT EXCAVATION & BACKFILL	CY	60.00	452.00	442.0000	442.0000	0.0000	26,520.00	26,520.00	0.00
0016	STORM SEWER PIPE, 18" DIA, POLYETHYLENE	LF	70.00	338.00	347.0000	347.0000	0.0000	24,290.00	24,290.00	0.00
0017	STORM SEWER PIPE, 24" DIA, POLYETHYLENE	LF	90.00	955.00	959.0000	959.0000	0.0000	86,310.00	86,310.00	0.00
0018	STORM SEWER PIPE, 18" DIA, CLASS 4 REINF CON	LF	100.00	68.00	64.0000	64.0000	0.0000	6,400.00	6,400.00	0.00
0019	STORM SEWER PIPE 24" DIA, CLASS 4 REINF CONC	LF	105.00	315.00	280.0000	280.0000	0.0000	29,400.00	29,400.00	0.00
0020	STORM SEWER PIPE 30" DIA CLASS 3 REINF CONC	LF	110.00	185.00	192.0000	192.0000	0.0000	21,120.00	21,120.00	0.00
0021	POND EXC/GRADING, N DET POND (EXISTING)	LS	121,000.00	1.00	1.0000	1.0000	0.0000	121,000.00	121,000.00	0.00
0022	POND EXC/GRADING, S DET POND	LS	86,500.00	1.00	1.0000	1.0000	0.0000	86,500.00	86,500.00	0.00

Run Date: 10/18/2019  
Time: 12:06 PM

City of Everett - Public Works Department  
Contract Estimate Voucher

Cutoff Date: 10/11/2019

Project: 353

For Work Order #3620  
Estimate #16

Contractor: Rodarte Construction Inc  
17 East Valley Hwy E  
Auburn, WA 98092

LEGION GOLF COURSE  
STORMWATER DETENTION PROJECT  
WO 3620 BID: \$4,050,027.00  
TOTAL BID: \$4,050,027.00

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0023	CONTROL STRUCTURE SYSTEM, N DET POND	LS	45,000.00	1.00	1.0000	1.0000	0.0000	45,000.00	45,000.00	0.00
0024	CONTROL STRUCTURE SYSTEM, S DET POND	LS	48,000.00	1.00	1.0000	1.0000	0.0000	48,000.00	48,000.00	0.00
0025	POND LINER SYSTEM, N DETENTION POND	LS	130,000.00	1.00	1.0000	1.0000	0.0000	130,000.00	130,000.00	0.00
0026	POND LINER SYSTEM, S DETENTION POND	LS	90,000.00	1.00	1.0000	1.0000	0.0000	90,000.00	90,000.00	0.00
0027	AERATION SYSTEM	LS	15,000.00	1.00	1.0000	1.0000	0.0000	15,000.00	15,000.00	0.00
0028	SEGMENTAL RETAINING WALL	SF	36.00	9,631.00	9,427.0000	9,427.0000	0.0000	339,372.00	339,372.00	0.00
0029	PIPE END PROTECTION	LS	7,500.00	1.00	1.0000	1.0000	0.0000	7,500.00	7,500.00	0.00
0030	PLASTIC REINFORCED TURF PAVING	SF	5.00	2,868.00	1,484.0000	1,484.0000	0.0000	7,420.00	7,420.00	0.00
0031	STABILIZED ACCESS ROAD	TN	45.00	30.00	119.0100	119.0100	0.0000	5,355.45	5,355.45	0.00
0032	PROPERTY RESTORATION	LS	18,000.00	1.00	1.0000	1.0000	0.0000	18,000.00	18,000.00	0.00
0033	ELECTRICAL SERVICE & SUPPLY	LS	35,000.00	1.00	1.0000	1.0000	0.0000	35,000.00	35,000.00	0.00
0034	SPRAY HERBICIDE & TOPSOIL TILLING	ACRE	4,500.00	15.95	11.1100	11.1100	0.0000	49,995.00	49,995.00	0.00
0035	TOPSOIL STRIPPING/HAULING	CY	8.00	7,720.00	7,720.0000	7,720.0000	0.0000	61,760.00	61,760.00	0.00
0036	CLEARING	LS	10,000.00	1.00	1.0000	1.0000	0.0000	10,000.00	10,000.00	0.00
0037	CART PATH REMOVAL	LS	17,500.00	1.00	1.0000	1.0000	0.0000	17,500.00	17,500.00	0.00
0038	SHAPING	LS	42,500.00	1.00	1.0000	1.0000	0.0000	42,500.00	42,500.00	0.00
0039	GOLF COURSE CATCH BASIN, 8"	EA	550.00	9.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0040	GOLF COURSE CATCH BASIN, 10"	EA	625.00	31.00	41.0000	41.0000	0.0000	25,625.00	25,625.00	0.00
0041	GOLF COURSE CATCH BASIN, 12"	EA	750.00	2.00	2.0000	2.0000	0.0000	1,500.00	1,500.00	0.00
0042	GOLF COURSE DRAIN PIPE 4" PERF HDPE	LF	12.00	8,515.00	8,158.0000	8,158.0000	0.0000	97,896.00	97,896.00	0.00
0043	GOLF COURSE DRAIN PIPE 6", PERF HDPE	LF	15.00	3,675.00	3,395.0000	3,395.0000	0.0000	50,925.00	50,925.00	0.00
0044	GOLF COURSE DRAIN PIPE 4", SOLID WALL HDPE	LF	11.00	3,670.00	2,255.0000	2,255.0000	0.0000	24,805.00	24,805.00	0.00
0045	GOLF COURSE DRAIN PIPE 6", SOLID WALL HDPE	LF	15.00	1,540.00	1,209.0000	1,209.0000	0.0000	18,135.00	18,135.00	0.00
0046	GOLF COURSE DRAIN PIPE 8", SOLID WALL HDPE	LF	20.00	450.00	160.0000	160.0000	0.0000	3,200.00	3,200.00	0.00

Run Date: 10/18/2019  
Time: 12:06 PM

City of Everett - Public Works Department  
Contract Estimate Voucher

Cutoff Date: 10/11/2019

Project: 353

For Work Order #3620  
Estimate #16

Contractor: Rodarte Construction Inc  
17 East Valley Hwy E  
Auburn, WA 98092

LEGION GOLF COURSE  
STORMWATER DETENTION PROJECT  
WO 3620 BID: \$4,050,027.00  
TOTAL BID: \$4,050,027.00

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount	
0047	IRRIGATION	LS	360,000.00	1.00	1,000.00	1,000.00	0.0000	360,000.00	360,000.00	0.00	
0048	GOLF COURSE GREEN - GRASS	SF	12.00	19,770.00	19,770.0000	19,770.0000	0.0000	237,240.00	237,240.00	0.00	
0049	GOLF COURSE TEES - GRASS	SF	5.00	28,783.00	28,783.5000	28,783.5000	0.0000	143,917.50	143,917.50	0.00	
0050	GOLF COURSE CONSTR - BUNKERS	SF	12.00	5,115.00	5,115.0000	5,115.0000	0.0000	61,380.00	61,380.00	0.00	
0051	CART PATH	SF	4.50	36,174.50	37,230.5000	37,230.5000	0.0000	167,537.25	167,537.25	0.00	
0052	CART PATH CURBING	LF	7.75	1,755.00	1,700.0000	1,700.0000	0.0000	13,175.00	13,175.00	0.00	
0053	TOPSOIL PLACEMENT	CY	6.00	7,868.00	7,720.0000	7,720.0000	0.0000	46,320.00	46,320.00	0.00	
0054	SAND PLATING TOPSOIL	CY	50.00	3,966.00	5,355.5500	5,355.5500	0.0000	267,777.50	267,777.50	0.00	
0055	FINISHING	ACRE	8,000.00	15.00	13.9800	13.9800	0.0000	111,840.00	111,840.00	0.00	
0056	SOIL AMENDMENTS	ACRE	1,300.00	15.00	13.7300	13.7300	0.0000	17,849.00	17,849.00	0.00	
0057	PLANTING - GREENS	SF	1.00	19,770.00	19,770.0000	19,770.0000	0.0000	19,770.00	19,770.00	0.00	
0058	PLANTING - TEES	SF	1.00	26,730.00	28,790.0000	28,790.0000	0.0000	28,790.00	28,790.00	0.00	
0059	PLANTING - FAIRWAY AND ROUGH	ACRE	2,250.00	14.00	13.7300	13.7300	0.0000	30,892.50	30,892.50	0.00	
0060	PLANTING - SOD	SF	1.00	25,000.00	6,385.0000	6,385.0000	0.0000	6,385.00	6,385.00	0.00	
0061	PLANTING - HYDRO MULCH	ACRE	1,700.00	14.00	16.2300	16.2300	0.0000	27,591.00	27,591.00	0.00	
0062	FORCE ACCOUNT	FA	1.00	294,300.00	297,978.4900	289,978.4900	8,000.0000	297,978.49	289,978.49	8,000.00	
0063	MOH - BASELINE EST 003	LS	1.00	82,827.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	
0064	MOH - GOLF	LS	1.00	27,850.47	0.0000	0.0000	0.0000	0.00	0.00	0.00	
0201	ADDITIONAL IRRIGATION SPRINKLER HEADS	EA	1,150.00	7.00	7.0000	7.0000	0.0000	8,050.00	8,050.00	0.00	
0202	REPAIR/REGRADE GREEN #14	LS	2,800.00	1.00	1.0000	1.0000	0.0000	2,800.00	2,800.00	0.00	
0203	REPAIR/REGRADE GREEN #13	LS	4,480.00	1.00	1.0000	1.0000	0.0000	4,480.00	4,480.00	0.00	
0204	REPAIR/REGRADE TEE #16	LS	7,616.00	1.00	1.0000	1.0000	0.0000	7,616.00	7,616.00	0.00	
0205	REPAIR/REGRADE N. POND TO TEE #16	LS	1,792.00	1.00	1.0000	1.0000	0.0000	1,792.00	1,792.00	0.00	
0206	PINK DOGWOOD	EA	730.00	19.00	19.0000	19.0000	0.0000	13,870.00	13,870.00	0.00	
<b>Work Order Totals:</b>									4,049,905.69	4,041,905.69	8,000.00

Council Bill # *interoffice use*

Agenda dates requested:  
1/22/2020

Briefing  
Proposed action  
Consent 1/22/2020

Action  
Ordinance  
Public hearing  
Yes  No

Budget amendment:  
Yes  No

PowerPoint presentation:  
Yes  No

Attachments:  
Interlocal Agreement  
between SHD and City of  
Everett

Department(s) involved:  
Community Development

Contact person:  
Julie Willie Frauenholtz

Phone number:  
425-257-7120

Email:  
jfrauenholtz@everettwa.gov

Initialed by:

Department head  
  
Administration  
Council President

Consideration: Interlocal Agreement with Snohomish Health District

Project: Per Capita Contribution for Health District Services

Partner/Supplier: Snohomish Health District

Location:

Preceding action:

Fund:

**Project summary statement:**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the Snohomish Health District, a Washington Municipal Corporation and the City of Everett, a municipal corporation of the State of Washington— collectively, for the purpose of providing for a per capita contribution by the City for Health District Services.

The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks. The District shall provide naloxone kits, as requested by the City, to personnel within the Everett Police Department, Everett Transit, Everett Library and Everett Parks & Community Services. Inventory will be tracked, rotated and replenished as needed. The District will partner with the City to coordinate substance use related trainings and community outreach events. The District will provide reports to the city identifying services provided to Everett residents and businesses. Additional specific services that will be provided by the Health District to the City shall include creation of a sustainable Health District business model for future years.

The City shall contribute \$1.00 per capita (\$111,800) to the District commencing January 1, 2020. Payment may be made in one lump sum on or before December 31, 2020. The City will provide a list to the District of personnel by department that should be equipped with naloxone kits. The City will provide the information necessary for the District to track, rotate and replenish kits as needed.

The terms of this agreement shall govern services from January 1, through December 31, 2020.

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

Authorize the Mayor to sign an Interlocal Agreement with Snohomish Health District for a per capita contribution by the City for Health District Services.

**INTERLOCAL AGREEMENT  
BETWEEN THE SNOHOMISH HEALTH DISTRICT  
AND  
THE CITY OF EVERETT  
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the Snohomish Health District, a Washington Municipal Corporation (the District) and the City of Everett, a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

**RECITALS**

**WHEREAS**, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

**WHEREAS**, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

**WHEREAS**, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

**WHEREAS**, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

**WHEREAS**, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

**WHEREAS**, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

**WHEREAS**, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

**WHEREAS**, state funding for local public health has decreased 65.7% from a peak of \$27.29 per capita in 2000 to \$9.36 per capita in 2014; and

**WHEREAS**, the Health District has experienced a 22% decrease from its 2005 funding level while the county population has increased by 14 percent in the same 10-year period; and

**WHEREAS**, the Health District's ability to perform its most essential functions have been severely compromised since the great recession; and

**WHEREAS**, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

**WHEREAS**, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

**WHEREAS**, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

**WHEREAS**, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

**WHEREAS**, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

**WHEREAS**, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community; and

**WHEREAS**, the Snohomish County Board of Health adopted Resolution 19-25 in November 2019, declaring its intent to take on naloxone distribution and coordination for law enforcement and city partners.

**NOW, THEREFORE**, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

**1. Purpose.**

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake various programs and activities.

**2. Term.**

The initial term of this Agreement shall be from January 1, 2020, to December 31, 2020. The term may be extended by mutual written agreement of the parties.

**3. Scope of Services.**

A. Responsibilities of the City.

The City shall contribute \$1.00 per capita (\$111,800) to the District commencing January 1, 2020. Payment may be made in one lump sum on or before December 31, 2020.

The City will provide a list to the District of personnel by department that should be equipped with naloxone kits. The City will provide the information necessary for the District to track, rotate and replenish kits as needed.

B. Responsibilities of the District.

The District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District shall provide naloxone kits, as requested by the City, to personnel within the Everett Police Department, Everett Transit, Everett Library and Everett Parks & Community Services. Inventory will be tracked, rotated and replenished as needed.

The District will partner with the City to coordinate substance use related trainings and community outreach events.

The District will provide reports to the city identifying services provided to Everett residents and businesses.

Additional specific services that will be provided by the Health District to the City shall include creation of a sustainable Health District business model for future years.

**4. Legal Requirements.**

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**5. Public disclosure laws.**

The City and the District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

**6. Insurance.**

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

**7. Indemnification.**

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

**8. Notices.**

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

**Snohomish Health District**  
3020 Rucker Avenue, Ste 306  
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

**City of Everett**  
c/o Bob Bolerjack  
2930 Wetmore Avenue, Suite 10-A

Everett, WA 98201

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

**9. Venue.**

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

**10. Disputes.**

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**11. No third party beneficiaries; no joint venture.**

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

**12. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**13. Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**14. Filing.**

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

**15. Execution in Counterparts.**

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

16. **Effective Date.** January 1, 2020

**City of Everett**

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

**Snohomish Health District**

\_\_\_\_\_  
Shawn Frederick, Interim Administrator

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Grant Weed, Health District Attorney



**Project title:** North Cascades Commercial Use Authorization Application to gain permitting for on-going recreation trips to the North Cascade National Park Complex.

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Consideration:** Consent for Mayor to sign commercial use application

**Project:** Permit required to continue trips to North Cascade Park Complex

**Partner/Supplier :** North Cascades National Park Complex

**Location:** 810 State Route 20, Sedro Woolley, WA 98284

**Preceding action:** None

**Fund:** 101-5433030000410

**Agenda dates requested:**  
January 22, 2020

Briefing  
Proposed action  
Consent  X  
Action  
Ordinance  
Public hearing  
Yes  No  X

**Fiscal summary statement:**

*Expenditure required is \$2,640 annually. Expense is offset by trip revenue collected.*

**Budget amendment:**  
Yes  No  X

**Project summary statement:**

A Commercial Use Application with the North Cascades National Park Complex will allow the Parks and Community Services Department to continue to provide recreation day trips to the North Cascades.

**PowerPoint presentation:**  
Yes  No  X

The Parks Department has operated under a Commercial Use Permit with the North Cascade since 2007. The terms and conditions include indemnification language and therefore requires Council action.

**Attachments:**  
Commercial Use Application

**Department(s) involved:**  
Parks, Legal, Admin

**Contact person:**  
Kimberly Shelton

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the North Cascades Commercial Use Authorization Application.

**Phone number:**  
425.257.8305

**Email:**  
kshelton@everettwa.gov

**Initialed by:**

Department head

Administration

Council President



**COMMERCIAL USE AUTHORIZATION APPLICATION**

**North Cascades National Park Complex**

810 State Route 20  
Sedro Woolley, WA 98284  
Tammra Sterling, CUA Coordinator  
Phone Number: 360/854-7213



Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

1. Service(s) for which you are applying: **Hiking, backpacking and walking**

2. Will you be providing this service in more than one park? Yes  No  If "Yes", list all parks and services provided.  
**MRNP, hiking, Snowshoeing**

3. Applicant's Legal Business Name: [Include any additional names (DBA) under which you will operate.]  
**City of Everett Parks and Community Services**

4. Authorized Agents: (Name and title of owner, and any onsite person authorized to manage the operation or service.)  
**Euan Robertson**

5. Mailing Addresses  
PRIMARY CONTACT INFORMATION (Dates to contact you at this address, if seasonal. )

Address: **802 E Mukilteo Blvd**  
City, State, Zip: **Everett, WA98203**  
Email: **erobertson@everettwa.gov** Website: **everettwa.gov**  
Day Phone: **425.257.8396** Evening Phone: Fax:

ALTERNATE CONTACT INFORMATION (Dates to contact you at this address, if seasonal. )  
If same as "Primary Contact Information, check here  and go to question 6.

Address:  
City, State, Zip:  
Email:  
Website:  
Day Phone: Evening Phone: Fax:

6. What is your Business Type? (Please check one below)

- Sole Proprietor
- Partnership (Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)

Name:

Name:

- Limited Liability Company: (State: Entity Number: )
- Corporation: (State: Entity Number: )
- Non-Profit (Please attach a copy of your IRS Ruling or Determination Letter)

7. State Business License Number: **313000656** Expiration Date:

8. Employer Identification Number (EIN): **916001248**

**9. Liability and Vehicle Insurance:**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage; see Park-Specific CUA Insurance Requirements ("Attachment B"). Auto Liability insurance is required, if applicable, in the minimum coverage amounts described below.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping)	\$500,000
<b>Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)</b>	<b>Minimum per Occurrence Liability Limits*</b>
Up to 6 passengers	\$1,000,000
7 – 15 passengers	\$1,500,000
16 – 25 passengers	\$3,000,000
26+ passengers	\$5,000,000

\* Indicated minimum per occurrence liability limit or minimum State liability requirement (for intrastate operations only).

**10. Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, aircraft, etc.) within NPS boundaries?**

Yes  No

If "Yes," please give a description of each vehicle. Use additional paper, if necessary. All vehicles are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.

Make/Model of Vehicle	License Number	Year	Max # Passenger Capacity	Own/Rent
Ford Transit	68309D	2018	14	Own
Ford E450 Superduty	52306D	2011	14	Own
Ford E350 Clubwagon	58124D	2003	12	Own

Make of Aircraft	Tail Number	Max # Passenger Capacity	Own/Rent

Make/Model of Vessel	Registration Number or USCG Documentation	Length	Max # Passenger Capacity	Own/Rent

**11. Employee Licenses and Certifications:**

Parks typically require proof of applicable licenses, registrations and certificates of training, such as; valid driver's or pilot's license, fishing license, vessel registration, dive certification, CPR certification, or others. Provide copies of licenses and certifications required by "Attachment A".

**12. NPS Employment:**

Are you, your spouse, or minor children employed within the National Park Service?

Yes  No  If "Yes", please provide information below:

Employee Name:

Title:

Park and Office Where Employed:

13. **Violations:**To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes  No  *If "Yes", please provide the following information. Attach additional pages, if necessary.*

Date of violation or incident under investigation:

Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

14. **Fee:** Please include the Application/Administrative Fee as outlined in Attachment C.

15. **Signature:**

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

*By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name

Title

**NOTICES**  
**Privacy Act Statement**

**Authority:** The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

**Purpose:** The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

**Disclosure:** Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

**Paperwork Reduction Act Statement**

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

**Estimated Burden Statement**

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

## NPS SERVICE-WIDE CONDITIONS

These conditions apply to all commercial use authorizations in North Cascades National Park, Ross Lake National Recreation Area, and Lake Chelan National Recreation Area regardless of activity.

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
5. **Insurance:** ~~Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.~~ *Certificate of Self-insurance attached.*
6. **Fees:** Holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
11. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
12. **Reporting:** The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.

13. **Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
14. **Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
15. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 360/854-7213..
16. **Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
17. **Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

## **NORTH CASCADES NATIONAL PARK COMPLEX – SPECIAL PARK CONDITIONS**

These conditions apply to all commercial use authorizations in North Cascades National Park, Ross Lake National Recreation Area, and Lake Chelan National Recreation Area regardless of activity.

1. The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land described in this authorization.
2. During the performance of this authorization, the holder agrees that it will not discriminate against any person because of race, color, religion, sex or national origin. The holder will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
3. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligations for the further expenditure of money in excess of such appropriations or allocations.
4. Under this CUA, the holder must not collect any fees, or sell any goods or services on lands owned and controlled by the United States.
5. This authorization shall not be construed as limiting the obligation of the Superintendent to issue similar authorizations at the request of all other persons seeking to conduct the same or similar activities in the area.
6. The commercial services authorized under this Permit are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
7. The rates of the holder will not be subject to approval by the National Park Service.
8. Specific laws and regulations guiding visitor use in North Cascades National Park Complex are outlined in the Superintendent's Compendium, which is periodically updated.

9. The holder is responsible for knowing and complying with the most current form of these regulations which can be found on the park complex's website at <http://www.nps.gov/noca/parkmgmt/lawsandpolicies.htm>.
10. It is the holder's responsibility to obtain prior approval from landowners and/or other county, state or federal agencies for access to or across lands adjacent to the park complex.
11. The authorization shall be finalized prior to initiation of the scheduled activity. Holder shall ensure that each of their employees understands, the conditions and stipulations for operating in the park, as outlined in the Permit.
12. The holder is subject to field monitoring inspections to ensure compliance with all authorization conditions. Monitoring reports may cover the following areas: understanding of wilderness values and designation; Leave No Trace; safety; and park regulations. The holder is responsible for ensuring that both the guide and the clients can demonstrate understanding of these topics, with the goal that clients returning to the park or similar area on their own should have a basic knowledge of the resources and stewardship of wilderness areas.
13. Accidents involving personal injury, motor vehicle accidents, or threatening incidents involving wildlife must be reported as soon as possible to the nearest ranger station, which will ensure the proper individuals and Superintendent are notified. [36 CFR 2.33, 4.4]

## **PARK CONDITIONS FOR ALL GUIDED SERVICES**

These conditions apply to all uses associated with guiding services in the park complex such as those activities associated with hiking, backpacking, stock use, mountaineering, sport climbing, paddling, and rafting.

1. The National Park Service reserves the right to close areas, trails, campsites, or structures within the park complex due to safety or resource concerns.
2. All overnight use in the backcountry of the park complex requires a backcountry permit. The holder, via the holder's guide who will be the trip leader, must be issued a National Park Service backcountry permit prior to each overnight trip. Failure to obtain a permit is a violation of 36 CFR 1.6 (g). and violation of any terms and conditions in the permit is subject to CUA removal.
  - a. This permit must be obtained by the trip leader at the appropriate issuing station no earlier than the day before the group's entry into the backcountry.
  - b. The trip leader must identify him/herself as the leader of a commercial group while obtaining a permit. Permits must be picked up by the guide who will be in the field, and must indicate the appropriate total party size (guides and clients included). Backcountry permits are not transferrable.
  - c. The trip leader is responsible for ensuring that his/her group understands and abides by all conditions of the backcountry permit, including those conditions related to group size, food storage, campfires, waste disposal, and all other regulations and Leave No Trace camping practices (Appendix A).
  - d. Trip leaders are responsible for checking with the Wilderness Information Center on trail and facility conditions, access, and closures and for being knowledgeable about the types of hazards that might normally be encountered along a trail (for example, water crossings, snow, etc.).
  - e. If the holder's group exits the backcountry earlier than stated on the permit itinerary, the trip leader must notify the Wilderness Information Center so that the permit slots may be made available to other visitors.
  - f. The holder may participate in the optional fee-supported advance reservation system allowed for commercial users in recognition of their need to plan staffing and advertise in advance of trips. Reservations can only be made during specific time periods, and not all campsites are reservable. The National Park Service reserves the right to limit use in certain high traffic areas of the park complex or during weekend or holiday periods. Contact the concessions office for the current reservation system guidelines.
  - g. Backcountry permits are required for clients that are not guided but are utilizing overnight camps provided by a holder. Permits must be obtained by clients or the holder prior to beginning their trip into the backcountry.
3. The holder shall leave all area(s) authorized to be used under the terms of this authorization in substantially the same condition as it was prior to the activities authorized by this authorization. This includes, but is not limited to, the following:

- a. The holder's guides and all clients shall comply with Leave No Trace principles as outlined by national standards and the Wilderness Trip Planner, available at any ranger station or via the park's website. A list of the principles is attached to this authorization as Appendix A.
  - b. All refuse must be placed in trash containers or removed and disposed of using acceptable Leave No Trace practices and/or in approved containers.
  - c. Ground disturbance and the collection of natural or cultural materials from the park complex are prohibited.
  - d. Brushing designated trails, campsites, cross country routes, or any other activities associated with the removal or destruction of vegetation, is prohibited.
  - e. In compliance with Section 4(c) of the 1964 Wilderness Act, this authorization does not permit the use of motorized equipment or vehicles or the installation of structures in designated wilderness areas.
4. A list of guides/trip leaders participating in commercial trips in the park complex along with copies of current CPR and First Aid cards for each guide must be submitted to the park complex before the first field trip operations begin in the spring. The holder shall update this list as additional guides are hired. A Food Handlers permit is required if holder and/or guides prepare food for clients. If food is never prepared for clients a letter stating this is required.
5. All fishing and hunting activities require adherence to Washington State law. The holder is responsible for ensuring their clients obtain a valid state fishing/hunting license, are aware of, and adhere to all regulations concerning seasons, gear, and catch. Please consult the current Washington State fishing and hunting regulations pamphlets for information specific to the waters/area of any given trip.
6. Reports: Within sixty (60) days after the end of each calendar year, the holder shall submit the annual Department of Interior Business Permit Survey summarizing the holder's total in-park visitor use for the year and including gross revenues. For the purpose of this report, gross revenues are defined as:

*The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit.*

## **PARK CONDITIONS FOR HIKING**

Hiking activities related to these special conditions include:

- Parking vehicles at designated trailheads during daylight hours.
- Day-use hiking (and associated activities completed to assure human health and safety) on all designated trails.
- Providing environmental education/instruction within the designated trail and campground network.

### **Additional requirements:**

1. The holder and trip leader are responsible for knowing the wilderness boundaries in the park complex.
2. Day hiking trips are authorized only on designated trails, as delineated on the current Wilderness Trip Planner map, available at [www.nps.gov/noca](http://www.nps.gov/noca) or any ranger station.
3. Each separate trip must have a trip leader.
4. All trips shall include a maximum of 12 persons (guides and clients combined) on designated trails. A map of designated trails can be found online at [www.nps.gov/noca](http://www.nps.gov/noca) or by picking up a copy of the Wilderness Trip Planner map, available at any visitor contact station. If the total number of clients and guides exceeds 12, the group must divide into separate groups of 12 or less, each with its own trip leader, and hike on separate trails. Hiking on the same trail at the same time is prohibited. Groups may cross paths travelling in opposite directions, but may not gather together while in the wilderness.

5. The holder shall submit the following additional information with their annual report: trail hiked, hours hiked, number in party, date.

## **PARK CONDITIONS FOR BACKPACKING**

Backpacking activities related to these special conditions include:

- Parking vehicles at designated trailheads - for day and overnight use.
- Hiking (and associated activities for the purposes of human health and safety) on all designated trails and in all cross country zones within the guidelines of the backcountry permit system.
- Eating meals and building campfires (as authorized by the backcountry permit system).
- Storing food overnight in the backcountry as authorized by the backcountry permit system.
- Overnight tent camping in designated campsites and in cross country zones according to the conditions of the holder's commercial use authorization permit and the backcountry permit issued for the trip.
- Providing environmental education/instruction.

### **Additional Requirements:**

NOTE: All special park conditions related to hiking apply to backpacking as well.

1. Backpacking trips are authorized on designated trails and within cross country zones as delineated on the current Wilderness Trip Planner map, available at [www.nps.gov/noca](http://www.nps.gov/noca) or any ranger station.
2. All trips shall include a maximum of 12 persons (guides and clients combined) on designated trails and cross country I zones, and a maximum of 6 persons in cross-country II zones. A map of designated trails and cross country zone locations can be found online at [www.nps.gov/noca](http://www.nps.gov/noca) or by picking up a copy of the Wilderness Trip Planner map, available at any visitor contact station. If the total number of clients and guides exceeds 12 (6 if not on a designated trail or within cross country I zones), the group must divide into separate groups of 12 (or 6) or less, each with its own trip leader, and hike and camp in separate areas. Hiking or camping in the same area at the same time is prohibited. Groups may cross paths travelling in opposite directions, but may not gather together while in the wilderness.
3. The holder shall submit the following additional information with their annual report: trails/routes, camp location, number in party, date, backcountry permit number for trip.

## **PARK CONDITIONS FOR MOUNTAINEERING**

Mountaineering activities related to these special conditions include:

- All activities associated with hiking and backpacking.
- Mountaineering/climbing across a variety of terrain.

### **Additional Requirements:**

NOTE: All special park conditions related to hiking and backpacking apply to mountaineering as well.

1. In order to preserve a wilderness experience that reflects a traditional style of mountaineering in a range that has changed little since Fred Beckey made first ascents of now-popular peaks, park management maintains a "temporary anchors only" policy. This asks that climbers do not place bolts (even hand drilled) and continue using temporary or removable anchors for belay and rappel stations. If leaving webbing for a rappel anchor, pack out ratty webbing so that the webbing does not accumulate.

2. The holder is responsible for ensuring clients dispose of waste properly, particularly in areas of the park complex above snow or organic soil, including providing for a way for the group to pack out human waste if no toilet exists and there is no organic soil in which to dig a cathole.
3. The holder is responsible for adhering to all food storage requirements, above and below treeline, as spelled out by the backcountry permit, in order to ensure that wildlife does not become habituated to humans and their food.
4. Brushing, trimming, or any other activity associated with the removal or destruction of vegetation along the approach routes to climbing camps and routes is prohibited [CFR 36, 2.1a]. Guides should expect and be prepared for a higher degree of challenge on climbing routes and other non-designated trail areas, and prepare their clients appropriately.
5. The holder shall submit the following additional information with their annual report: climbing route attempted/summitted, camp/bivy location, number in party, date, backcountry permit number for trip.

## **PARK CONDITIONS FOR SPORT CLIMBING**

Sport climbing activities related to these special conditions include:

- Guiding sport climbers in the NPS established Climbing Management Areas (CMAs) in the Skagit Gorge from Newhalem to Diablo in accordance with sport climbing policies outlined in the Ross Lake NRA GMP.
- Activities associated with stewardship of CMAs.

### **Additional Requirements:**

1. All sport climbing associated with this permit shall be limited to Climbing Management Areas (CMAs) s designated in the Superintendent's Compendium within the Skagit Gorge from Newhalem to Diablo within Ross Lake National Recreation Area. This permit does not allow for any sport climbing elsewhere.
2. All sport climbing authorized under this permit must be in accordance with sport climbing policies outlined in the Ross Lake National Recreation Area General Management Plan which is available at <http://parkplanning.nps.gov/documentsList.cfm?projectID=16940>. The policies specific to sport climbing within this document are attached to this permit as Appendix B.
3. The NPS also prohibits intentional physical manipulation of the landscape in CMAs, including scrubbing of lichen, moss, and vegetation; movement of rocks and debris (such as terracing); and harm to cultural resources that exceeds de-minimis impact, in accordance with 36 CFR 2.1 (a) Preservation of natural, cultural, and archeological resources and other regulations.

## **PARK CONDITIONS FOR PADDLING**

Paddling activities related to these special conditions include the use of any non-motorized boat on Gorge, Diablo, and Ross Lakes in Ross Lake National Recreation Area and on Lake Chelan in Lake Chelan National Recreation Area.

### **Additional Requirements:**

1. A trip leader/guide shall accompany each separate commercially guided trip.
2. Life jackets shall be worn by all boat operators and passengers while on watercraft.
3. No watercraft shall carry more than a safe capacity load, in persons or total weight, taking into consideration water and weather conditions, type of craft, and intended use area.
4. All watercraft used under this authorization shall have self-rescue capabilities.
5. To prevent the spread of Zebra Mussels, Quagga Mussels, and New Zealand Mud Snails, all watercraft that have been used outside of Washington must be thoroughly washed, drained, and allowed to completely dry for at least 5 days prior to launching. The holder must remove all dirt, plant and animal material, and grit from the boat, oars, paddles and propellers, and the holder must drain and dry all live wells, bilge areas or other standing water.

## **PARK CONDITIONS FOR RAFTING**

This authorization allows the holder to provide the following commercial services within North Cascades National Park Complex, including Ross Lake National Recreation Area and Lake Chelan National Recreation Area:

- Guiding rafting/boating tours for the general public within the navigable waters of the Skagit and Stehekin Rivers.
- Unattended property at launch and/or take-out sites along the Skagit and Stehekin Rivers. Property including vehicles, trailers, rafts, and equipment may not be left overnight on NPS property except in campsites procured in accordance with campground rules.
- Launching and taking out rafts and/or kayaks into and out of the Skagit River or Stehekin River at designated sites. For rafting access on the Skagit River, the holder will launch vessels at the Goodell launch and take out in designated take-out sites. Access to the river from State Route 20 is prohibited at any other location.

- Stopping and parking vessels at Damnation Creek along the Skagit River and Harlequin Bridge along the Stehekin River during the guided tour. Stopping and pulling up to the shoreline at other points along the rivers will not be permitted except in an emergency.

**Additional Requirements:**

1. No trip shall be larger than a maximum of 45 persons including guides. The permit holder shall not guide more than 100 clients per day.
2. The licensed Whitewater River Outfitter is responsible for ensuring each guide meets the state Certification Standards as specified in RCW 79A.60.430.
3. No vessel shall carry more than a safe capacity load, in persons or total weight, taking into consideration water and weather conditions, type of craft and intended use area.
4. All watercraft used under this authorization shall have self-rescue capabilities.
5. For all rafting trips on the Skagit River, permit holders shall register in the self-registration box at the Goodell launch site prior to launching on each trip. Each guide's scouting trip without clients required by RCW 79A.60.430(2)(c) will be clearly indicated on the self-registration rafting permit.
6. Skagit River rafting permit holders must conduct a pre-trip briefing at Goodell which addresses relevant safety and minimum impact topics.
7. If any article lost by another party is found by a permit holder on the Skagit/Stehekin River or in the complex, it shall be given to a park ranger or a ranger station notified of its location.
8. To prevent the spread of Zebra Mussels, Quagga Mussels, and New Zealand Mud Snails, all motorized and non-motorized watercraft that have been used outside of Washington must be thoroughly washed, drained, and allowed to completely dry for at least 5 days prior to launching. The holder must remove all dirt, plant and animal material, and grit from the boat, oars, paddles and propellers, and the holder must drain and dry all live wells, bilge areas or other standing water. It's essential that the watercraft must be allowed to dry for at least 5 days.
9. The holder shall take adequate measures, as directed and approved by the Superintendent, to prevent soil erosion on lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
10. Permittee is responsible for following the current laws and rules for WHITEWATER RIVER RUNNING –in the state of Washington. Those laws include:
  - a. RCW 79A.60: Regulation of recreational vessels. This includes, but not limited to:
    - o 79A.60.030 - Operation of vessel in a negligent manner;
    - o 79A.60.080 - Failure to stop for a law enforcement officer;
    - o 79A.60.100 - Chapter to supplement federal law;
    - o 79A.60-140 - Personal Floatation Devices – Inspection and Approval
    - o 79A.60.400 - Vessels carrying passengers for hire on whitewater rivers-purpose
    - o 79A.60.410 - Whitewater river outfitters license required
    - o 79A.60.420 - Whitewater river outfitters – conduct
    - o 79A.60.430 - Whitewater river outfitters-safety requirements
    - o 79A.60.440 - Whitewater River Outfitters-operation of vessel exemptions
    - o 79A.60.450 - Whitewater River Outfitters-Use of Alcohol and vessel accompaniment
    - o 79A.60.460 - Whitewater River Outfitters-Rights of way
    - o 79A.60.470 - Whitewater River Designations **(See # 11 below)**
  - b. WAC 308-312: Whitewater river outfitters
  - c. Information on these laws is available at: <http://www.dol.wa.gov/business/whitewater/wwlaws.html>
11. In addition to clearly understanding and following the applicable Washington State law for Whitewater Rafting operations, the Permittee shall provide North Cascades National Park with a copy of the **Whitewater Outfitter Master License** issued by the State of Washington. The Permittee will NOT be allowed to operate until this certificate is provided to North Cascades National Park. Any person advertising or representing him/herself as a whitewater river outfitter who is not currently licensed is guilty of a gross misdemeanor.
12. The Washington State Parks and Recreation Commission shall adopt rules that designate as whitewater rivers all sections of rivers with at least one class III rapid or greater, as described in the American Whitewater Affiliation's whitewater safety code. The Commission is authorized to consider the imposition of a schedule of fines for minor violations. *The areas applicable to North Cascades National Park Service Complex include the Skagit River above Bacon Creek and any other section of river designated a "whitewater river section" by the Washington State Parks and Recreation Commission as described above.*

**Proposed trips for I**  
Everett Parks and Commu

<b>DATE</b>	<b>DAY</b>	<b>TYPE</b>	<b>DESTINATION</b>
9-May	Sat	hike	Thunder Creek
7-Jun	Sun	hike	Ruby Arm to Ross Lake
18-Jul	Sat	hike	Sourdough Mountain
2-Aug	Sun	hike	Ross Lake

<b>Gross Receipts:</b>	
	\$1 to \$250,000.00
<b>Percentage Tiers:</b>	\$ 2,640.00
<b>CUA Percent by Tier:</b>	3.0%
<b>CUA Fee by Tier:</b>	\$ 79.20
<b>Total CUA Fee:</b>	\$ 79.20
<b>Annual Fee Credit (Application Fee):</b>	\$ 100.00
<b>Total CUA Fee Due:</b>	<b>\$0.00</b>



Project title: Call for bids for the 2020 Biosolids Removal project.

### City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Call for Bids

Agenda dates requested:

Project: 2020 Biosolids Removal

Partner/Supplier : None

Location: WPCF 4027 4<sup>th</sup> St.

Preceding action: None

Fund: 401-Water Sewer Utility

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes  No

Budget amendment:

Yes  No

PowerPoint presentation:

Yes  No

Attachments:

PSA

Department(s) involved:

Public Works, Legal

Contact person:

John Nottingham

Phone number:

425.257.8844

Email:

jnottingham@everettwa.gov

Initialed by:

  
Department head

Administration

Council President

**Fiscal summary statement:**

Amount Budgeted: \$1,500,000

**Project summary statement:**

Staff requests authorization to call for bids for the 2020 Biosolids Removal project.

To manage biosolids produced at the City's Water Pollution Control Facility (WPCF), biosolids are dredged from the ponds. The product pulled from the Oxidation pond is not adequate to be used as a soil amendment and thus must be hauled to a certified landfill. Removing the biosolids is necessary to restore the volume to the wastewater treatment lagoons and reduces odor generation at the WPCF.

The City is seeking a contractor to dredge, dewater and dispose of up to 2,400 dry tons of biosolids from the Oxidation pond at the WPCF.

The Engineers estimate for the completion of this project is \$1,450,000.

**Recommendation (exact action requested of Council):**

Authorize call for bids for the 2020 Biosolids Removal project.



Project title: Authorize release of Request for Proposal #2019-103 Concession Services

### City Council Agenda Item Cover Sheet

Council Bill #

Project: Concession Services for Everett Station and park locations

Agenda dates requested:

Partner/Supplier: To be determined

January 22, 2020

Location: Various

Briefing

Preceding action: None

Proposed action

Fund: Various

Consent

Action

Ordinance

Public hearing

Yes  X  No

Budget amendment:

Yes  X  No

PowerPoint presentation:

Yes  X  No

Attachments:

Interlocal Agreement

Department(s) involved:

Purchasing, Real Property, & Parks

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

#### Fiscal summary statement:

The request for proposal will require responses for concessions operations at Everett Station, including a proposed base rent and incentive plan, and responses pertaining to park locations, which will require a proposed monthly lease rate per park location site.

#### Project summary statement:

The City is seeking proposals for the operation of concession services at several locations across the City. Part 1 of the RFP is for food and beverage services at the permanent existing café space at Everett Station. Part 2 of the RFP is for concession services at several park locations. Two park locations have existing concession spaces and several other locations have space for mobile concessions. The City intends to award multiple contracts from this solicitation.

Proposers are being encouraged to provide proposals that will enhance the scope of present operations and maximize the revenue generating potential for the City.

It is a best practice to periodically issue a request for proposal to help ensure that the best interests of the City and public continue to be served. That best practice is the basis for this RFP.

#### Recommendation (exact action requested of Council):

Authorize release of Request for Proposal #2019-103 Concession Services at Everett Station and park locations.



**PURCHASING**

**Request for Proposal #2019-103**

Procurement Professional:  
Theresa Bauccio-Teschlog, CPPB  
Purchasing Manager  
(425) 257-8901  
[bids@everettwa.gov](mailto:bids@everettwa.gov)

**Concession Services**

<b>TIME LINE</b> - The following represents the schedule for this solicitation.	
<b>Event</b>	<b>Date</b>
Issue Date .....	January 23, 2020
Pre-Proposal Conference & Site	Sunday
Deadline for Final Questions.....	February 14, 2020
Proposal Due Date .....	February 26, 2020at 11:59 p.m. Pacific Time
Award .....	March, 2020
Anticipated Contract Start Date .....	April 1, 2020
Anticipated Contract Term	2 years with three (3) one-year extension options at the sole discretion of the City of Everett
<p><b>E-mailed or delivered Proposals are acceptable.</b></p> <p><b>Submit Proposals to:</b></p> <p><b>E-mail: <a href="mailto:bids@everettwa.gov">bids@everettwa.gov</a> OR</b></p> <p><b>Delivery: Purchasing, 3200 Cedar Street, Door #5, Everett, WA 98201</b></p> <p>Delivered proposals are accepted Monday through Friday, from 7 am to 4:30 p.m. excluding city observed holidays.</p>	
<p><b>Information &amp; Addenda:</b> All Information including Addenda regarding this solicitation can be found at: <a href="https://everettwa.gov/319/Bid-Opportunities">https://everettwa.gov/319/Bid-Opportunities</a></p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.</p>	
<p><b>Questions:</b> All questions must be requested through Public Purchase utilizing the above link or e-mailed to the procurement professional listed above.</p>	

Unauthorized contact regarding this Request for Proposal with any other City of Everett employee or supplier may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.

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## **SECTION 1 - INSTRUCTIONS**

### **1.1 PROPOSAL SUBMITTAL**

The City must receive the Supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the Supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this RFP.

No Supplier may withdraw their Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

### **1.2 OFFER PERIOD**

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

### **1.3 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

### **1.4 WITHDRAWAL OF PROPOSALS**

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the procurement professional named on the Request for Proposal cover sheet.

### **1.5 SINGLE RESPONSE**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

### **1.6 MULTIPLE PROPOSALS**

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

## **1.7 EVALUATION AND AWARD**

The City of Everett will award the Proposal to the responsive and responsible Supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

## **1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

## **1.9 EXCLUDED PARTIES**

All Suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

## **1.10 BUSINESS LICENSE**

The successful Supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett B & O Tax, when applicable. B & O Tax questions may be directed to Everett City Clerk, (425) 257-8610.

## **1.11 BID PROTEST PROCEDURES**

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at:

<http://www.codepublishing.com/WA/Everett>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

## **1.12 NON-ENDORSEMENT**

As a result of the selection of a Supplier to provide products and/or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

## **1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE**

### **A. Property of the City of Everett**

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

### **B. Proposals are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

### **C. Public Records Exemption / Notice of RCW 39.10.470**

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as "CONFIDENTIAL" any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer's designation of confidential may or may not be upheld by a Court.

### **D. Proposals Not Marked as Confidential**

If a proposal or other material does not clearly identify the "CONFIDENTIAL" portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publically disclose such non-clearly identified portion with no liability whatsoever to the proposer.

### **E. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer's sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked "CONFIDENTIAL," then the proposer will be deemed to have consented to the public disclosure of the material marked

“Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

**F. Indemnification by Proposer**

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting an proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

**G. Consent to Procedure**

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

**1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT**

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

**1.15 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this Request for Proposal does not compel the City of Everett to purchase.

**1.16 COST OF PREPARING PROPOSALS**

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this Request for Proposal.

**1.17 COOPERATIVE PURCHASING**

RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett and which are actively participating may purchase from City of Everett contracts, provided that the Supplier has agreed to such participation. Each Supplier must indicate on the quote submittal form if he will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

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Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be effected by a purchase order from the public agency, directed to the Supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the Supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

## **SECTION 2 - SPECIFICATIONS**

### **2.1 BACKGROUND**

The City of Everett is seeking proposals for concession services at several locations. Proposers are encouraged to provide proposals which will enhance the scope of the present operation and maximize the revenue generating potential for the city.

Part 1 of the RFP is for a permanent existing café space at Everett Station. Part 2 of the RFP is for concession services at several park locations. Two park locations have existing concession spaces and several other locations have space for mobile concessions. The city intends to award multiple contracts from this solicitation. Proposers should propose separately for each space that they are interested in providing services for.

### **2.2 FACILITY IMPROVEMENTS & MODIFICATIONS**

The concession, storage facilities, and all appurtenances are the sole property of the City. Any structural changes in the facility or appurtenances must be approved by the City prior to any changes being made. The city may require additional documentation for any requested changes.

### **2.3 INDEPENDENT BUSINESS**

The awarded Supplier will perform all work as an independent proprietor leasing property from the city.

### **2.4 PERFORMANCE EXPECTATIONS**

The City of Everett places a very high value, expectation and importance on the level of service we expect from our suppliers and its service personnel.

It is imperative that the supplier notify the Project Manager prior to any service interruptions, schedule changes or delays of service of any kind.

In the event that the services being provided by the supplier are found to be in non-compliance to the scope or expectations, The City of Everett, at its sole discretions, may take the following steps in an effort to ensure that expectations are being met.

- If such a condition should arise, Supplier will be notified and expected to take corrective action within one business day of being contacted by City of Everett.
- After a third occurrence of non-compliance has been communicated to the supplier, a letter of “non-performance” will be sent to the supplier, detailing the circumstances of the non-performance. The supplier will have three business days to respond to the non-performance letter with a detailed corrective action plan.

If after a condition of non-performance continues the City of Everett may resort to terminating the contract for default.

**2.5 PART 1 SCOPE OF WORK – EVERETT STATION PERMANENT LOCATION**

Facility consists of approximately 1,227 square feet of rentable space per Building Owners Managers Association (BOMA) standards, being a portion of the first floor of a four-story building, commonly known as Everett Station (“Building”). Kitchen equipment includes sinks and cabinets.

The supplier must at a minimum, make use of the space to provide food and beverages for sale to commuters and visitors. Specifically, the supplier must offer a selection of coffee and espresso beverages brewed on site, and other beverages and food items suitable for breakfast and lunch to be prepared on or off-site.

The sale of alcohol is prohibited.

Photos can be found in Appendix A.

**2.6 PROPOSED TIMELINE**

Suppliers will have up to ninety days from receiving an executed contract and notice to proceed to begin operations. The city will work with the awarded supplier to implement a transition plan.

**2.7 LOCATION**

3201 Smith Avenue, Everett Station, First Floor, Everett Washington 98201

**2.8 HOURS OF OPERATION**

The awarded Supplier will perform all work as an independent proprietor leasing property from the city. Minimum operating hours are from 6am to 7pm Monday through Friday. Additional days and hours are subject to the approval of the city.

**2.9 RENT AND PROPOSED PERCENTAGE BONUS INCENTIVE PLAN**

For the right to use the City building premises, and for the provision of heat, water and garbage disposal at no cost, it is expected the supplier will pay City some form of remuneration. It is the City's preference to be paid a percentage of gross receipts.

Supplier must pay monthly rent in an amount that is the greater of \$1,700, or a percentage of gross receipts based on the following revenue schedule:

- Up to \$26,000 = 9% of gross receipts
- \$26,001-\$30,000 = 8.5% of gross receipts
- \$30,001 + = 8% of Gross receipts

Gross receipts include sales of all food, soft drinks, refreshments, confections, vending machines and all other sources of income emanating from the operation of the concession at the City & County Building granted to the Supplier.

All rent is subject to leasehold tax ("LHT") at the current rate (e.g. 2020 LHT = 12.84%) unless an exemption applies. This amount is addition to the monthly rent cost.

Rent shall escalate at an annual rate of 3.5%.

## **2.10 SUPPLIER RESPONSIBILITIES**

The Supplier will be responsible for the following:

- upkeep of the premises to include daily clean-up of the area in the immediate vicinity of the concession. Immediate vicinity shall be defined as all areas within ten (10) yards perimeter of the concession location
- obtain and maintain the necessary permits as regulated by the County Health Department
- supply equipment as necessary other than that provided by the City.
- Maintain equipment of both the supplier and the City.
- Pay monthly electric utilities, which is metered separately
- provide the City with either a percentage of monthly reported gross sales or flat rent in an amount to be determined, whichever is greater, The Contractor shall retain all remaining proceeds
- Comply with food handling certifications and requirements
- Notify the city within one business day regarding any potential liability from situations such as not limited to food poisoning, injury, actual or suspected criminal behavior, any contact with emergency responders
- Supplier must obtain a nationwide criminal background check for all staff members. Records of criminal background checks must be kept on file by Supplier and made available to the City of Everett for review upon request. Questionable backgrounds must be brought to the attention of the City of Everett. Throughout the life of the contract, the City reserves the right to require the supplier to have background checks updated or completed again at the supplier's expense.

## **2.11 CITY OF EVERETT RESPONSIBILITIES**

The City of Everett will be responsible for the following:

- provide restrooms for both public and employee restroom use with the understanding that public use of restrooms is only available during regular business hours. City shall provide the common area toilet rooms with water, sewer, trash collection, and supplies.
- Maintain public and common areas of the Building, such as lobbies, elevators, stairs, corridors, lights and restrooms. City will furnish the public and common areas with electricity, heat, and air conditioning. City will also provide exterior window washing at reasonable intervals, and customary building janitorial service for the public and common areas.
- approve any physical changes to the location per Section 2.2.

## **2.12 REPORTING**

Monthly receipts are due the 5<sup>th</sup> of the current month for any previous month.

## **2.13 PART 2 SCOPE OF WORK – PARK LOCATIONS**

The City has seven (7) locations for concession operations. Suppliers are requested to propose per location. Photos of each location can be found in Appendix B.

Alcohol is prohibited at all Parks.

## **2.14 PROPOSED TIMELINE**

Concessions may operate yearly based on location and activities scheduled. Typically, services are most commonly offered during evening and weekends. Suppliers must coordinate service schedules with the Project Manager.

## **2.15 LOCATIONS**

### **A. Forest Park**

#### **1. By Cedar Hall**

- Location Description: asphalt pad
- Amenities: electricity
- Demographics: kids, parents, spectators.
- Peak Season: May through September
- Off Peak Season: October through April
- Preferred Offering: Kettle corn, ice cream, snacks, drinks, espresso

#### **2. Asphalt Pad by Parking Lot –**

- Location Description: asphalt pad
- Amenities: electricity, water
- Demographics: kids, parents, park users, special event participants
- Season: May through September
- Preferred Offering: Kettle corn, ice cream, snacks, drinks, espresso

#### **3. Between Floral Hall & Pool**

- Location Description: asphalt pad
- Amenities: prime location for mobile vendor for parties and events.
- Demographics: kids, parents, park users, special event participants
- Peak Season: May through September
- Off Peak Season: October through April
- Preferred Offering: food truck style concessions

B. Silverlake

1. Site by lake

- Location description: Near water, next to restroom building, near pathway
- Amenities: Electricity
- Demographics: kids, parents, spectators.
- Peak Season: May through September
- Off Peak Season: October through April
- Preferred Offering: Kettle corn, ice cream, hot dogs, snacks, shave ice

C. Kasch Park

1. Concession stand

- Location description: Inside softball complex (cloverleaf)
- Amenities: Concession building with electricity, refrigeration, ice machine, water, counter space, wash and prep sinks, menu board
- Demographics: tournament and league participants, families, kids, sports teams, youth and adult athletes, spectators, umpires, officials
- Season: March through September
- Preferred Offering: meal options for family's healthy options, hot dogs, snacks, cold drinks, popcorn, pizza.

2. Soccer fields pavilion area

- Location description: Asphalt area next to soccer and multi-sport fields near entrance to Kasch Park.
- Amenities: Asphalt area in prime spectator area at complex
- Demographics: tournament and league participants, families, kids, sports teams, youth and adult athletes, spectators, umpires, officials
- Season: year round
- Preferred Offering: hot chocolate, coffee, espresso, snacks, drinks such as sports drinks, water, soda, healthy food options, kettle corn, fruit

D. Phil Johnson Ballfields

- Concession Stand
- Location description: Inside complex (cloverleaf)
- Amenities: Concession building with electricity, refrigeration, ice machine, water, counter space, wash and prep sinks, menu board
- Demographics: soccer, softball, baseball players, tournament and league participants, families, kids, sports teams, youth and adult athletes, spectators, umpires, officials

- Season: year round
- Preferred Offering: meal options for family's healthy options, hot dogs, hamburgers, snacks, cold drinks, popcorn, pizza.

## **2.16 SEASONS OF OPERATIONS**

Will vary depending on location and activities offered. Specific information regarding each location has been provided above.

## **2.17 TYPICAL OPERATING SCHEDULE**

The awarded Supplier will perform all work as an independent proprietor leasing property from the city.

## **2.18 PROPOSED REVENUE SHARING PLAN**

For the right to use the City building premises, and for the provision of heat, water, electricity and garbage disposal at no cost, it is expected the concessionaire will pay City some form of remuneration. It is the City's preference to be paid a percentage of gross receipts. (Gross receipts include sales of all food, soft drinks, refreshments, confections, vending machines and all other sources of income emanating from the operation of the concession at the City & County Building granted to the concessionaire.)

Provide an offered monthly percentage of gross revenue that you or your company would pay the City for the use of the restaurant premises. Offerors may also propose other fee arrangements.

## **2.19 SUPPLIER RESPONSIBILITIES**

The Supplier will be responsible for the following:

- upkeep of the premises to include daily clean-up of the area in the immediate vicinity of the concession. Immediate vicinity shall be defined as all areas within ten (10) yards perimeter of the concession location
- obtaining and maintaining the necessary permits as regulated by the County Health Department
- Comply with food handling certifications and requirements

## **2.20 CITY OF EVERETT RESPONSIBILITIES**

The City of Everett will be responsible for the following:

- Provide restrooms for both public and employee restroom use with the understanding that public use of restrooms is only available during regular business hours and does not include weekends, County holidays, etc.

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- Approve any physical changes to the location.

## **2.21 PRICING**

Propose your monthly lease for each site per month. Consideration will be given to overall annual revenue to the City. All lease fees are subject to standard leasehold tax unless excepted by state law. Leasehold tax is included in the fee. Current leasehold tax is .1284% of the lease fees paid for the property.

## SECTION 3 – PROPOSAL EVALUATION PROCESS

### **3.1 GENERAL**

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier’s response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

### **3.2 SELECTION PROCESS**

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier’s proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

### **3.3 CONTRACT AWARD AND EXECUTION**

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier’s proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

### **3.4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	100	Evaluate responses to Questionnaire 4.04.
2	Technical Capability, Approach, and Capacity	125	Evaluate responses to Questionnaire 4.04.
3	Communication, Customer Services, and Training	50	Evaluate responses to Questionnaire 4.04.
4	Risk, Performance, and Quality Assurance	50	Evaluate responses to Questionnaire 4.04.
5	Price Proposal	75	Evaluate Suppliers’ price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none"> <li>• are realistic for the work to be performed and</li> <li>• demonstrate that the Supplier understands the Scope of Work.</li> </ul>
	Total	400	

### **3.5 INTERVIEWS**

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

## **SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS**

### **4.1 SUBMITTAL REQUIREMENTS**

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposals must include:

- 1. Supplier Commitment and Information (attached)**
- 2. Price Sheet (attached)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Suggested response format:**
  - Standard 8 1/2" x 11" paper
  - Single sided, numbered pages
  - Typed with a minimum of 11 point font
  - Form 4.04- re-type the question before responding

**FORM 4.02 SUPPLIER COMMITMENT AND INFORMATION**  
**REQUEST FOR PROPOSAL #2019-103 Concession Services**

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date:	

**FORM 4.03 PRICE SHEET**

**REQUEST FOR PROPOSAL #2019-103 Concession Services**

Supplier Name:

Complete the sections below for each site location for which you are submitting a proposal. Proposed pricing must be calculated to include all services as detailed in the specifications.

Part A: Everett Station – Each month’s rent shall be the greater of either the base rent amount or a percentage of gross receipts. Provide your offer, even if your offer matches what is listed in Section 2.9.

Proposed Monthly Base Rent:	\$ _____ with an annual escalation of _____%
Proposed schedule for rent based on percentage of monthly gross receipts that exceed base rent:	
Gross receipts up to \$ _____ =	_____%
Gross receipts between \$ _____ - \$ _____ =	_____%
Gross receipts \$ _____ and greater =	_____%
Are you providing an alternative fee structure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please complete the additional sections below:	
Explanation for this alternative price structure:	
Alternative fee structures which include at a minimum base rent:	
Explain how your suggested alternative fee structure in the best interest of the city:	

**Part B Everett Park Locations**

**Complete a proposed pricing schedule for each park site location for which you are submitting a proposal. Consideration will be given to overall annual revenue to the City.**

Month	Forest Park By Cedar Hall	Forest Park Asphalt Pad	Forest Park Between Floral Hall & Pool	Silverlake by the lake	Kasch Park Concession Stand	Kasch Park Soccer Fields, Pavilion Area	Phil Johnson Ballfields Concession Area
<b>Contract Year 1 -Monthly Lease Per Site</b>							
April 2020	\$	\$	\$	\$	\$	\$	\$
May 2020	\$	\$	\$	\$	\$	\$	\$
June 2020	\$	\$	\$	\$	\$	\$	\$
July 2020	\$	\$	\$	\$	\$	\$	\$
August 2020	\$	\$	\$	\$	\$	\$	\$
September 2020	\$	\$	\$	\$	\$	\$	\$
October 2020	\$	\$	\$	\$	\$	\$	\$
November 2020	\$	\$	\$	\$	\$	\$	\$
December 2020	\$	\$	\$	\$	\$	\$	\$
January 2021	\$	\$	\$	\$	\$	\$	\$
February 2021	\$	\$	\$	\$	\$	\$	\$
March 2021	\$	\$	\$	\$	\$	\$	\$

Contract Year 2 - monthly lease per site							
Month	Forest Park By Cedar Hall	Forest Park Asphalt Pad	Forest Park Between Floral Hall & Pool	Silverlake by the lake	Kasch Park Concession Stand	Kasch Park Soccer Fields, Pavilion Area	Phil Johnson Ballfields Concession Area
April 2021	\$	\$	\$	\$	\$	\$	\$
May 2021	\$	\$	\$	\$	\$	\$	\$
June 2021	\$	\$	\$	\$	\$	\$	\$
July 2021	\$	\$	\$	\$	\$	\$	\$
August 2021	\$	\$	\$	\$	\$	\$	\$
September 2021	\$	\$	\$	\$	\$	\$	\$
October 2021	\$	\$	\$	\$	\$	\$	\$
November 2021	\$	\$	\$	\$	\$	\$	\$
December 2021	\$	\$	\$	\$	\$	\$	\$
January 2022	\$	\$	\$	\$	\$	\$	\$
February 2022	\$	\$	\$	\$	\$	\$	\$
March 2022	\$	\$	\$	\$	\$	\$	\$

<b>Proposed Price Change for extension years</b>	
<b>Year 3</b>	_____ % Increase
<b>Year 4</b>	_____ % Increase
<b>Year 5</b>	_____ % Increase

## **FORM 4.04 QUESTIONNAIRE**

Suppliers must complete this "Questionnaire" providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements. Provide separate responses for Part A Everett Station and Part B Park Locations. Answer all questions for each response unless otherwise noted.

### **1. Qualifications and Relevant Experience**

- A.** Briefly describe your company. Include how long the company been in business.
- B.** Describe the qualifications of your company, its business experience and achievements.
- C.** Provide names, tenure, roles and responsibilities for each key team member engaged in providing the related services.
- D.** Describe how you acquire and maintain the staff or personnel?
- E.** What is your staff turnover rate annually for the past three years?
- F.** Describe the characteristics most distinguish your organization from your competitors.
- G. Parks Part B only:** Describe your experience operating in parks and recreation or a similar venue. Specifically describe any experience scheduling for sports tournaments and sports leagues.

### **2. Technical Capability, Approach, and Capacity**

- A.** What is your approach to each section that you are proposing for? List the primary features or work tasks including any software programs that will be utilized. Describe your execution, management, and control of the project.
- B.** What is your approach to menu offerings and pricing? Provide a sample menu for each location proposed. Describe your affordable menu options and how they were determined affordable.
- C.** Provide a timeline plan for each proposed location and include any City of Everett staff time requirements.
- D.** Describe your process to ensure compliance with Washington State laws and regulations.
- E.** What is your availability for each proposed location? Provide a statement of other business interests currently or anticipated to be under contract during the contract term and renewals of RFP 2019-103.
- F.** Does your firm intend to subcontract any portion of this contract? If so, provide the name of the suppliers and the product or service provided.
- G.** How does your approach meet or exceed our needs as described in the specifications?
- H.** How or why does your approach provide the best value?

- I. **Everett Station Part A Only:** Include your firm's plans and procedures for transitioning from the current Supplier, as well as a plan for transitioning to a subsequent Supplier after the contract ends.

### 3. Communication and Customer Services

- A. Describe how your company will keep City of Everett informed of any issues.
- B. Describe your company's customer service. What is your company's policy for responding to customer complaints?
- C. Describe your approach to achieving Customer Satisfaction.
- D. Describe your on-going training of your staff to assure daily working knowledge as applicable to this contract.

### 4. Risk, Performance, and Quality Assurance

- A. Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
  - a. Company name and full address
  - b. Point of contact name, title, e-mail address, and phone number
  - c. Contract title, number, start and completion dates
  - d. Contract description & service details
- B. Provide any health code notices, warnings, and violations that your firm has received.
- C. What is your Department of Health rating?
- D. Describe your process and procedures for conducting background checks on employees. How often are background checks completed? What instances would make an employee ineligible for hiring or continued employment?

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**Appendix A – Everett Station Photos**

**Appendix B – Everett Park Location photos**

**Appendix C – Everett Station Sample Lease Agreement**

**Appendix D – Everett park Locations Sample Agreement**



**Project title:** Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1712 19<sup>th</sup> St

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Project:** A Resolution authorizing recovery of abatement costs

**Partner/Supplier :**

**Location:**

**Preceding action:**

**Fund:**

**Agenda dates requested:**

January 22, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes

No

**Budget amendment:**

Yes

X

No

**PowerPoint presentation:**

Yes

X

No

**Attachments:**

Proposed Resolution,  
Summary of Activities, Report  
of Expenses, Hearing  
Examiner Order, Code Official  
Order, Contractor’s Invoice,  
Notice of Payment Due,  
Notice of Council Hearing,  
Photographs

**Department(s) involved:**

Code enforcement

**Contact person:**

Eileen Hinkley

**Phone number:**

425-257-8563

**Email:**

**Initialed by:**  
ehinkley@everettwa.gov

Department head

Administration

Council President

**Fiscal summary statement:**

**Project summary statement:**

The Everett Municipal Code (Section 1.20.090) authorizes the City to abate code violations and recover the abatement costs. On October 17, 2019, the City of Everett Police Department informed the City that upon inspection of 1712 19<sup>th</sup> Street, Everett (the “Property”), they found that the detached garage structure was unsecured and open to trespass. On October 18, 2019, the City ordered that the detached garage structure to be secured from trespass and the removal of discarded items left in public view. The property owners (the “Owners”) failed to comply with this order. On October 23, 2019, the City, through a contractor, secured the detached garage structure from trespass. Previous to this, on July 11, 2019 the City’s Hearing Examiner held that code violations existed on the Property and imposed a penalty of \$1000 against the Owners. The Owners failed to pay the abatement costs and penalty, which are now past due. This Resolution authorizes placement of an assessment lien on the property on or after January 22, 2020, in the amount of the outstanding costs of abatement and the penalties imposed by the Examiner, which total \$4,129.30.

**Recommendation (exact action requested of Council):**

Adopt Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1712 19<sup>th</sup> Street.



**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION of the City of Everett authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1712 19<sup>th</sup> Street, Everett, Washington**

**WHEREAS,**

1. The Everett Municipal Code (the "EMC") Section 1.20.090 authorizes the City to abate code violations and recover the abatement costs; and
2. The parcel number of the Property is 00-4370-380-031-01, and abbreviated legal description:

EVERETT DIV B PLAT OF BLK 380 D-01 - W 54FT OF LOTS 31 & 32
3. On July 11, 2019 the City's Hearing Examiner issued a Default Order against the property owners, Blake Standley, Bryan Brittingham, and Dennis Wriglesworth, (the "Owners") requiring them to secure from trespass the detached garage structure and remove discarded items and overgrown vegetation from public view, and the Examiner imposed a \$1000 penalty against the Owners; and
4. On October 17, 2019, the City of Everett Police Department informed the City that upon inspection of the property (the "Property"), they found that the detached garage structure was unsecured and open to trespass; and
5. On October 18, 2019, an Order of the City of Everett Code Official was sent to the Owners requiring securing of the detached garage structure from trespass, to properly remove from public view all discarded items and overgrown vegetation, and explaining that failure to do so would result in the City abating the violations on the Property; and
6. The International Property Maintenance Code authorizes the code official to order a vacant and abandoned structure that is a harbor for vagrants and/or criminals to be properly secured from entry, and may cause property to be secured at the owner's cost, if the owner fails to do so within a specified time; and
7. The Owners failed to abate the violations, including securing the detached garage structure, the removal of discarded items and overgrown vegetation from the property by the date set in the Order; and
8. The City, through a contractor, secured the detached garage structure from trespass on October 23, 2019; and

9. In accordance with EMC 1.20.090, the cost of properly securing a property, together with any penalties imposed by the Hearing Examiner, may become a lien against the property subject to interest accrued at the same rate and in the same manner as delinquent taxes; and
10. The City incurred costs in the amount of \$3,129.30 in its abatement of the violations and the Hearing Examiner imposed a penalty of \$1,000 against the Respondents; and
11. Notice of Council's consideration of this Resolution was provided to the Owners;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:**

The costs and penalties set forth in the report attached hereto is confirmed for the Property. The City Treasurer is authorized to certify the amount due and owing to the County Treasurer, which amount shall then be entered as an assessment upon the tax rolls against the Property with interest as provided by law.

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President



**EVERETT**  
WASHINGTON

## *Police Code Enforcement Unit*

### Summary of Activities 1712 19<sup>th</sup> Street

- 5/14/19: Initial inspection by Code Enforcement Officer finding a vacant, secured residential structure, discarded items in public view, and overgrown vegetation on the property.
- 5/15/19: A notice to comply was sent to the Respondents requiring abatement of violations by May 29, 2019.
- 6/5/19: Discarded items in public view and overgrown vegetation on the property. A detached garage on site was unsecured and open to trespass.
- 6/18/19: Violation Citation is issued for violations of the City's IPMC for maintenance of vacant structure and land and EMC for discarded items in public view and overgrown vegetation on the property.
- 7/11/19: Hearing. Hearing Examiner imposes a \$1,000 fine, due by July 26, 2019, and requires that the detached garage structure located on the property be secured from trespass and all discarded items and overgrown vegetation be removed by July 19, 2019.
- 10/17/19: City of Everett Police Department reported that the detached garage was unsecured and open to trespass.
- 10/18/19: Inspection revealed discarded items and overgrown vegetation remained on site and the detached garage had been broken into and left unsecured.
- 10/18/19: Code Official Order issued for vacant and abandoned structure that was unsecured and open to trespass and requiring detached garage structure to be secured from trespass by October 21, 2019.
- 10/23/19: Abatement of unsecured detached garage structure completed by Combined Construction, Inc.
- 11/13/19: Notice of abatement cost sent via first class, certified mail and posted on property.
- 12/16/19: Notice of Council Hearing sent via first class, certified mail and posted on property.
- 1/22/20: Council Hearing.



*Everett Police Department  
Code Enforcement Unit*

---

January 22, 2020

City of Everett – Code Enforcement Unit  
Hearing Examiner Order dated July 11, 2019  
Abatement of violations for property located at: 1712 19<sup>th</sup> Street, Everett, Washington

Itemized Statement for: Blake Standley, Bryan Brittingham, and Dennis Wriglesworth  
Case #: CE19-0422  
Abatement Date: October 23, 2019

1) City of Everett Fees for abatement costs incurred:

Hearing Examiner Fine	\$1,000.00
Abatement of violations (Combined Construction, Inc.)	\$3,129.30
<b>Total:</b>	<b>\$4,129.30</b>



CITY OF EVERETT Violations Hearing Examiner

City of Everett, a Washington	)	
Municipal Corporation,	)	Case No: CE19-0422
Petitioner,	)	<b>FINAL</b>
vs.	)	FINDINGS OF FACT,
Blake Standley	)	CONCLUSIONS OF LAW,
Bryan Brittingham	)	AND DEFAULT ORDER OF THE
Dennis Wriglesworth	)	HEARING EXAMINER
1712 19 <sup>th</sup> Street	)	
Everett, Washington 98201	)	
Respondents	)	
_____	)	

**INTRODUCTION**

A hearing on the above captioned matter was held before the Hearing Examiner of the City of Everett on July 11, 2019. At the hearing, the following presented testimony and evidence:

Eileen Hinkley, City of Everett Code Enforcement Officer

**EXHIBITS**

At the hearing, the following exhibits were submitted and were admitted in the record of these proceedings:

- |                 |  |
|-----------------|--|
| Exhibit 1a-1c   | Inspection Photos, dated July 3, 2019  |
| Exhibit 1d-1e   | Inspection Photos, dated June 24, 2019   |
| Exhibit 1f-1o   | Inspection Photos, dated June 19, 2019   |
| Exhibit 1p-1t   | Inspection Photos, dated June 17, 2019   |
| Exhibit 1u-1bb  | Inspection Photos, dated June 5, 2019  |
| Exhibit 1cc-1hh | Inspection Photos, dated June 3, 2019  |
| Exhibit 1ii     | Inspection Photo, dated May 30, 2019   |
| Exhibit 1jj-1oo | Inspection Photos, dated May 14, 2019  |
| Exhibit 2       | <u>Proposed</u> Order as submitted by the City of Everett Code Enforcement Unit, dated July 11, 2019 |
| Exhibit 3       | Violation Citation, dated June 18, 2019 with unclaimed mail receipts                                 |
| Exhibit 4       | Declaration of Service, dated June 18, 2019 with photo   |
| Exhibit 5       | Notice to Comply, dated May 15, 2019   |
| Exhibit 6       | Snohomish County Assessor's record, dated July 5, 2019   |
| Exhibit 7       | Go Sync Map  |
| Exhibit 8       | Exhibit List, dated July 11, 2019  |
| Exhibit 9a-9b   | Inspection Photos, dated July 10, 2019   |

Based upon a review of the record, the following findings of fact and conclusions of law hereby constitute the basis of the decision of the Everett Violations Hearing Examiner.

#### **FINDINGS OF FACT**

1. Blake Standley, Bryan Brittingham, and Dennis Wriglesworth (Respondents) are the owners of record of property on 1712 19<sup>th</sup> Street, Everett, Washington (subject property), which is in an R-2, Single-Family Medium Density Residential zone. (*Exhibit #6, Snohomish County Assessor's record dated July 5, 2019*) (*Exhibit #7, Go Sync Map*)
2. In response to a complaint of an unsecured vacant house, discarded garbage, and overgrown vegetation, City of Everett Code Enforcement Officer Eileen Hinkley conducted an inspection of the subject property on May 14, 2019. While on site, Officer Hinkley observed and photographed that the residential structure located on site appeared to be secure from trespass; vegetation in the yards exceeded the 12 inch height allowed by code; trash and household items had been discarded in the yards in public view. These conditions constitute a violation of the Everett Municipal Code and are an annoyance that disrupts and injures the comfort, repose, health, and safety of others. (*Exhibit #1kk-100, Inspection Photos dated May 14, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
3. On May 15, 2019, a notice to comply was sent via first class mail to the Respondents informing them of conditions on the subject property which were in violation of City ordinances. The notice provided a corrective action date of May 29, 2019 to abate all observed violations. (*Exhibit #5, Notice to Comply, dated May 15, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
4. On May 16, 2019, Respondent Blake Standley informed Officer Hinkley that he would schedule someone to remove the overgrown vegetation and discarded items from the property. (*Testimony of Code Enforcement Officer Hinkley*)
5. On May 30, 2019, Officer Hinkley reinspected the subject property and observed and photographed that discarded items and overgrown vegetation remained in public view on site. (*Exhibit #1ii, Inspection Photo, dated May 30, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
6. On June 3, 2019, Officer Hinkley reinspected the subject property and observed and photographed that discarded items and overgrown vegetation remained in public view on site. (*Exhibit #1ccd-1hh, Inspection Photos, dated June 3, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
7. On June 3, 2019, Respondent Blake Standley informed Officer Hinkley that he would schedule someone to remove the overgrown vegetation and discarded items from the property within two days. (*Testimony of Code Enforcement Officer Hinkley*)
8. On June 5, 2019, Officer Hinkley reinspected the subject property and observed and photographed that a portion of the yard had been mowed but overgrown vegetation remained on site and that household items and scattered trash had been discarded in public view.

Additionally, the detached garage had become unsecured and was open to trespass. (*Exhibit #1u-1bb, Inspection Photo, dated June 5, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)

9. On June 17, 2019, Officer Hinkley reinspected the subject property and observed and photographed that discarded items and overgrown vegetation remained in public view on site. The detached garage remained open to trespass. (*Exhibit #1p-1t, Inspection Photos, dated June 17, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
10. On June 18, 2019, the City issued a violation citation to the Respondents for violations of: International Property Maintenance Code (IPMC) 301.2 Requirements as adopted by EMC 16.005.010; IPMC 301.3 Vacant Structure and Land as adopted by EMC 16.005.010; and Everett Municipal Code (EMC) 8.20.020 (A) and (E) Nuisances – Residential Property and Nonresidential Property. Copies of the violation citation were sent via first class and certified mail to the Respondents' last known address, which Officer Hinkley obtained from Snohomish County Assessor's record. A copy of the violation citation was posted on the subject property. Each method of service used is independently sufficient to provide notice pursuant to EMC 1.20.010.C.1. (*Exhibit #3, Violation Citation, dated June 18, 2019 with unclaimed mail receipts*) (*Exhibit #4, Declaration of Service, dated June 18, 2019 with photos*) (*Testimony of Code Enforcement Officer Hinkley*)
11. On June 19, 2019, Officer Hinkley reinspected the subject property and observed and photographed that discarded items had been removed, half of the overgrown vegetation had been cut, and the detached garage remained unsecured. (*Exhibit #1f-1o, Inspection Photos, dated June 19, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
12. On June 24, 2019, Officer Hinkley reinspected the subject property and observed and photographed that the detached garage remained unsecured, overgrown vegetation remained in the side and rear yards, and that trash had been discarded in the rear yard near the alley. (*Exhibit #1d-1e, Inspection Photos, dated June 24, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
13. On July 3, 2019, City of Everett Code Enforcement Officer Edward Golden conducted an inspection of the subject property. While on site he observed and photographed that the detached garage had been secured from trespass and that the discarded trash and overgrown vegetation had been removed. (*Exhibit #1a-1c, Inspection Photos, dated July 3, 2019*) (*Testimony of Code Enforcement Officer Hinkley*)
14. The City provided the Respondents with an opportunity to correct the conditions that were in violation of sections of the EMC, provided a corrective action date of July 3, 2019 to abate violations observed, and provided notice of the date, time and place of this hearing. The Respondents failed to appear at the hearing.
15. Officer Hinkley testified at the hearing that upon a reinspection of the subject property on July 10, 2019, she observed and photographed that the detached garage remained unsecured, overgrown vegetation remained in the side and rear yards, and that trash had been discarded

in the rear yard near the alley. (*Exhibit #9a-9b, Inspection Photos, dated July 10, 2019*)  
(*Testimony of Code Enforcement Officer Hinkley*)

Based on the above findings of fact, the Violations Hearing Examiner enters the following conclusions:

### CONCLUSIONS OF LAW

#### Jurisdiction:

Pursuant to EMC Chapter 1.20 and any Everett Municipal Code provisions that identify EMC Chapter 1.20 for enforcement, the Violations Hearing Examiner of the City of Everett has jurisdictional authority to hold this hearing and issue the decision. EMC 1.20.020.

#### Applicable Law:

**1. IPMC 301.2 Responsibility, which reads:**

*The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.*

**2. IPMC 301.3 Vacant Structure and Land, which reads:**

*Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.*

**3. EMC 8.20.020 (A) and (E) Nuisances – Residential property and nonresidential property, which reads:**

*Except as authorized by subsection H of this section or as may be allowed by another city ordinance, no person owning, leasing, renting, occupying or having charge or possession of any property in the city, including vacant lots, shall maintain or allow to be maintained on the property outside of a fully enclosed structure such as a shed, dwelling, or closeable garage, any of the following conditions visible from any street, alley, or other public or private property:*

*(A) Junk, trash, litter, boxes, discarded lumber, salvage materials or other similar materials;*

\*\*\*

*(E) Dead, decayed, diseased, noxious or hazardous trees or vegetation, or any vegetation (not including vegetation located in flower beds) taller than forty-two inches high or grass taller than twelve inches in height;*

\*\*\*

**Conclusions of Law Based on Above Findings:**

1. The Respondents failed to maintain the vacant property and detached garage structure in a clean, safe, secure, and sanitary condition in violation of IPMC 301.2 and IPMC 301.3. The record demonstrates said City ordinances were violated.
2. Discarded trash and household items in public view on the subject property are violations of EMC 8.20.020 (A) and a public nuisance. The record demonstrates said City ordinances were violated.
3. Vegetation in a yard that exceeds a maximum allowed height of 12 inches is a violation of EMC 8.20.020 (E). The record demonstrates said City ordinance was violated.
4. The date, time, and place of this hearing were provided in the violation citation. The Respondents received proper notice of this matter. The Respondents failed to appear at this hearing and have not stipulated with the City to any other resolution of this matter. Therefore, the Respondents are in default.

**ORDER**

Based on the findings of fact and conclusions of law stated above, it is hereby determined that the Respondents are in default and allowed violation of IPMC 301.2, IPMC 301.3, and EMC 8.20.020 (A) and (E) on the subject property and are hereby ordered to:

1. The Respondents must abate all violations of IPMC 301.2, IPMC 301.3, and EMC 8.20.020 (A) and (E) on property located at 1712 19<sup>th</sup> Street, Everett, Washington.
1. Abatement shall include the following:
  - a. The Respondents shall either properly store in an enclosed area or remove and properly dispose of all discarded items in public view on the subject property by **July 19, 2019**.
  - b. The Respondents shall maintain the subject property free of nuisances including overgrown vegetation and discarded trash and household items. Approved garbage containers with tight fitting lids shall be used to store garbage and refuse on the property.
  - c. The Respondents shall properly cut and dispose of all overgrown, dead or noxious vegetation on the subject property and public sidewalk by **July 19, 2019**.
  - d. The Respondents shall properly secure the detached garage from trespass by **July 19, 2019**.
2. The Respondents shall be fined joint and severally \$500.00 for violations of IPMC 301.2 and IPMC 301.3, and \$500.00 for violations of EMC 8.20.020 (A) and (E) for a total fine of \$1000.00.

3. The Respondents shall pay the \$1000.00 fine no later than **July 26, 2019**. Payment shall be made to the City of Everett Treasurer at 2930 Wetmore Suite 100, Everett Washington, 98201. If payment is not made on or before July 26, 2019 collection action will be taken, which may include assigning the debt to a collection agency pursuant to EMC 1.20.050(D).
4. The Respondents shall not violate any ordinance set forth in EMC 1.20.020 or any ordinance or regulation that identifies the enforcement procedure described in EMC Chapter 1.20 as the enforcement procedure for said regulations or ordinance, for the next twenty-four (24) months.
5. This written Order shall be controlling over any conflicts with oral Orders issued at the Public Hearing.
6. If the Respondents fail to abate the identified violations as directed by this Order, the City of Everett is authorized to undertake and complete the abatement in conformance with the provisions of the Everett Municipal Code, Chapter 1.20, at the full expense of the owner, which shall be in addition to the fines as imposed herein. The City may act without further order or direction of the Violations Hearing Examiner.
7. Any post hearing motions shall comply with the Rules of Procedure of the City of Everett Hearing Examiner for Code Enforcement which can be found on the City of Everett website.
8. Any appeal of this Order must be filed in Superior Court and be made within twenty-one days of the issuance of this Order and comply with the procedures set forth in Chapter 36.70C of the Revised Code of Washington. EMC 1.20.040 (F)(8)(h).

Violation of this Order is a misdemeanor offense EMC 1.20.080.

Ordered this 11<sup>th</sup> day of July 2019

Sharon Rice  
City of Everett Violations Hearing Examiner

Anne Weech do hereby certify that on  
July 11, 2019, I mailed certified / 1st class  
Blake Standley, Bryan Brittingham,  
Dennis Wrightsworth  
 a true and accurate copy of the order / VC issued re:  
 case # CE19-0422  
Anne Weech  
 Signature



Everett Police Department
Code Enforcement Unit

October 18, 2019

CASE # CE19-0422

ORDER OF THE CITY OF EVERETT CODE OFFICIAL

Property: 1712 19th ST
Everett, WA 98201

Property Owner: Blake Standley, Bryan Brittingham, & Dennis Wriglesworth
1712 19th ST
Everett, WA 98201

You are the owner of the above referenced property (the "Property"). On July 11, 2019, the Violations Hearing Examiner of the City of Everett held that you failed to maintain the vacant property and detached garage structure in a clean, safe, secure, and sanitary condition in violation of IPMC 301.2 and IPMC 301.3. The Hearing Examiner ordered you to properly secure the detached garage from trespass by July 19, 2019. Neighbors have reported persons continue to occupy the garage structure on the property, resulting in frequent police calls. Police arrested a suspect and recovered a stolen vehicle within the garage yesterday and the garage remains unsecure.

Pursuant to my authority as the Code Official under the International Property Maintenance Code Section 108.2, I hereby order owners Blake Standley, Bryan Brittingham, & Dennis Wriglesworth, to secure the detached garage structure by boarding up the doors, windows, and any other point of entry in accordance with Appendix A of the IPMC (attached). Further, to maintain the property free of nuisances including overgrown vegetation, garbage, discarded trash and household items.

ACTION REQUIRED: You must properly secure the detached garage structure by boarding up all doors, windows and any other point of entry, and maintain the property free of all nuisances, by Monday, October 21, 2019, no later than 9:00 a.m.

FAILURE TO COMPLY: If you fail to comply with this order, the city will board up the detached garage structure to prevent trespass, sometime after 9:00 a.m. on October 21, 2019 and no later than October 25, 2019. Any costs for this response will be at your sole expense and may become a lien on your property if you fail to reimburse the City for its costs.

This Order is subject to the appeal process set forth in RCW 36.70C.

Handwritten signature: Gilson Henklely, do hereby certify that on October 18, 2019 mailed certified / 1st class

a true and accurate copy of the order / VC issued re: case # CE19-0422 Gilson Henklely Signature

*I certify that I served the Owners as listed above by posting this Order on the residence at the Property, and by causing this Order to be mailed via Certified Mail to the Property and by U.S. first-class mail.*

Sincerely,



**Eileen Hinkley**  
Supervisor Code Enforcement Unit  
Everett Police Department  
[ehinkley@everettwa.gov](mailto:ehinkley@everettwa.gov)

cc: Tony Lee, Building Official  
Kurtis Brown, Fire Marshal  
Katie Rathbun, City Attorney's Office

# Appendix A: Boarding Standard

Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the jurisdiction having authority.

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

## A101 GENERAL

**A101.1 General.** All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

## A102 MATERIALS

**A102.1 Boarding sheet material.** Boarding sheet material shall be minimum  $\frac{1}{2}$ -inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

**A102.2 Boarding framing material.** Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

**A102.3 Boarding fasteners.** Boarding fasteners shall be minimum  $\frac{3}{8}$ -inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

## A103 INSTALLATION

**A103.1 Boarding installation.** The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

**A103.2 Boarding sheet material.** The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

**A103.3 Windows.** The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window

opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

**A103.4 Door walls.** The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

**A103.5 Doors.** Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

## A104 REFERENCED STANDARDS

IBC—12 International Building Code A102.1, A102.2, A102.3

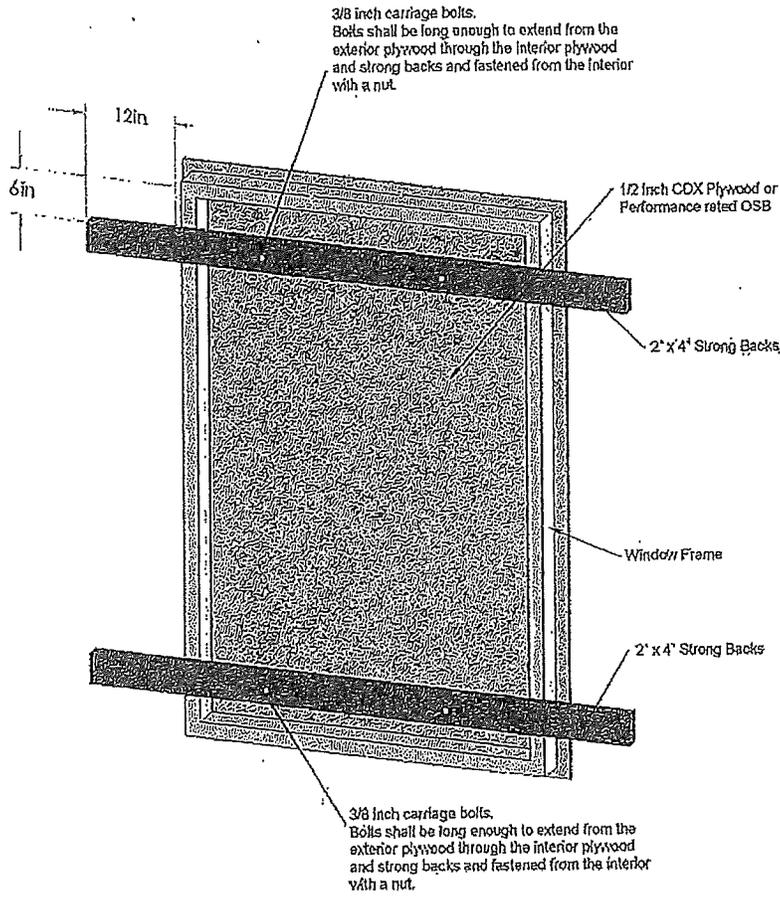


FIGURE A103.1(1)  
BOARDING OF DOOR OR WINDOW

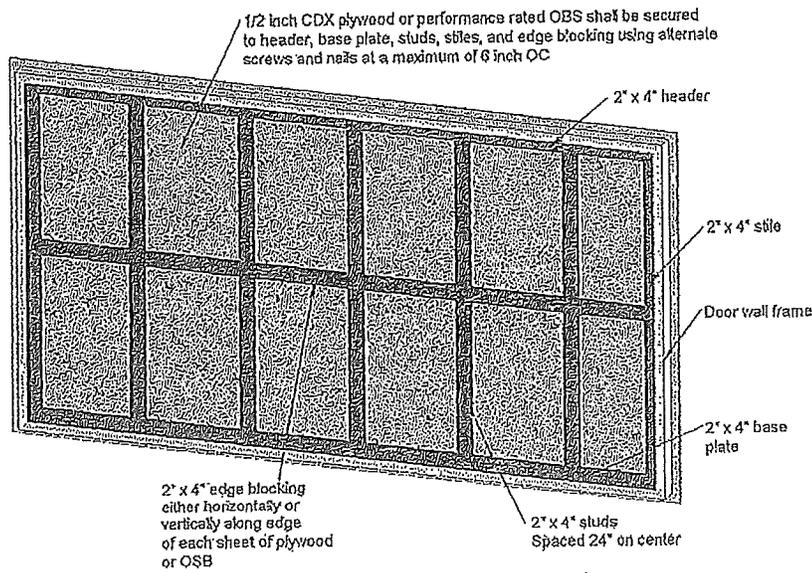


FIGURE A103.1(2)  
BOARDING OF DOOR WALL

Combined Construction, Inc.

3701 South Road  
Mukilteo, WA 98275

# Invoice

Date	Invoice #
11/7/2019	2019-280-03

Bill To
City of Everett PO Box 12130 Everett, WA.98201

P.O. No.	Terms	Project
19156	Net 30	2019-280 Police Work Order

Quantity	Description	Rate	Amount
1	Mobilization	500.00	500.00T
1	Labor 16hr @ \$75.00/hr	1,200.00	1,200.00T
1	Material	750.00	750.00T
1	Prevailing Wage Doc Fees	400.00	400.00T
	Sales Tax	9.80%	279.30
		<b>Total</b>	<b>\$3,129.30</b>



Washington State Department of  
Labor & Industries

Prevailing Wage Section – Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

## Statement of Intent to Pay Prevailing Wage

Document Received Date: 11/7/2019	Intent Id: 1020494	Affidavits:	Status: Approved
<b>Company Details</b>			
Combined Construction Inc	UBI: 603 119 288		
3701 SOUTH RD	Reg#: COMBICI893NT		
MUKILTEO, WA 98275	Email: ajsecl@gmail.com		
OMWBE Certifications as of 11/7/2019	Filed By: Kyle Smith		
No active certifications exist for this business.			
Workers' Compensation Account ID	216,146-00		
<b>Prime Contractor</b>			
Company Name	Combined Construction Inc		
Contractor Registration No.	COMBICI893NT		
WA UBI No.	603 119 288		
Phone Number	425-610-4334		
<b>Project Information</b>			
Awarding Agency	EVERETT, CITY OF		
Awarding Agency Contact Name	Jenny Chang		
Awarding Agency Contact Phone Number	425-257-8904		
Contract Number	PW 19156		
Project Name	None		
Contract Type	Bid-Build (Traditional)		
Bid Due Date	10/20/2019		
Contract Award Date	10/21/2019		
Apprentice utilization is required	No		
OMWBE utilization is required	No		

Project Site Address or Directions

1712 19th Street Everett WA

Project Description

Install sheets of Plywood over doors and windows

### Intent Details

Does your company intend to hire ANY subcontractors?

No

Will your company have employees perform work on this project?

Yes

Do you intend to use any apprentices? (Apprentices are considered employees.)

No

How many owner/operators performing work on the project own 30% or more of the company?

0

What is the estimated contract amount? OR Is this a time and materials estimate?

\$3,129.30

Your expected project start date: (MM-DD-YYYY)

11/1/2019

In what county (or counties) will the work be performed?

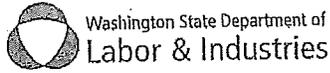
Snohomish

In what city (or nearest city) will the work be performed?

Everett

### Journey Level Wage Details

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers
Snohomish	Laborers	General Laborer	\$50.86	\$51.00	\$0.00	2



Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

### Prevailing Wage Affidavit

Document Received Date: 11/7/2019

Intent Id: 1020494

Affidavit Id: 897964

Affidavit Status: Approved

#### Your Company Information

Combined Construction Inc

3701 SOUTH RD

MUKILTEO, WA 98275

OMWBE Certifications as of 11/7/2019

No active certifications exist for this business.

UBI: 603 119 288

Reg#: COMBICI893NT

Email: ajseci@gmail.com

Filed By: Smith, Kyle

Workers' Compensation Account ID

216,146-00

#### Project Information

Awarding Agency Name

EVERETT, CITY OF

Awarding Agency Address

3200 CEDAR ST EVERETT, WA - 98201

Awarding Agency Contact Name

Jenny Chang

Awarding Agency Contact Phone Number

425-257-8904

#### Project Details

Project Name

None

Counties Where Work Was Performed

Snohomish

City Where Work Was Performed

Everett

Apprentice utilization is required

No

OMWBE utilization is required

No

Project Site Address or Directions

1712 19th Street Everett WA

Project Description

Install sheets of Plywood over doors and windows

Prime Contractor Name

Combined Construction Inc

Prime Contractor Registration Number

COMBICI893NT

Prime Contractor UBI Number

603 119 288

Prime Contractor Phone Number 425-610-4334

Prime Contractor Intent form ID# for this project 1020494

Hiring Contractor Name

Hiring Contractor Registration Number

Hiring Contractor UBI Number

Dollar Amount of Your Contract \$3,129.30

Contract Type Bid-Build (Traditional)

Bid Due Date 10/20/2019

Contract Award Date 10/21/2019

Intent Filed Date 11/7/2019

Job Start Date 11/1/2019

Job End Date 11/1/2019

**Project Completion**

Did your company hire ANY subcontractors? No

Did your company have employees perform work on this project? Yes

Did your company have apprentices perform work on this project? No

How many owner/operators performing work on the project own 30% or more of the company? 0

**Subcontractors**

No subcontractors selected.

**Journey Level Wage Details**

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers	Hours
Snohomish	Laborers	General Laborer	\$50.86	\$51.00	\$0.00	2	16

**Apprentice Details**

No apprentice selections.



## CODE ENFORCEMENT UNIT

November 14, 2019

Blake Standley  
Bryan Brittingham  
Dennis Wriglesworth  
1712 19<sup>th</sup> Street  
Everett, WA 98201

Re: Case #CE19-0422: Hearing Examiner Order Property Abatement  
Violation Address: 1712 19<sup>th</sup> Street, Everett, WA 98201

Dear Respondents,

On July 11, 2019 the City of Everett Hearing Examiner issued a Default Order requiring you to abate the violations of IPMC 301.2, IPMC 301.3, and EMC 8.20.020 (A) and (E) on the property noted above. You failed to abate all or part of the violations. Pursuant to the Order of the City of Everett Code Official, the City abated the outstanding violations.

The abatement of the violations on the property was completed on October 23, 2019, pursuant to the Order of the City of Everett Code Official and provisions of the Everett Municipal Code, chapter 1.20. The cost to the City for this work is \$3,129.30 and an invoice is attached. According to EMC 1.20.090 (B), all costs of abatement, including incidental expenses, shall be billed to the Respondent and become due and payable 30 days from the date of this bill. Failure to pay this fine could result in an assessment lien against the property.

Please note that this is the only notice you will be receiving from the city in regards to this matter.

**Payment shall be made to:**

City of Everett  
Treasurer's Office  
2930 Wetmore, Suite 100  
Everett, WA 98201



3002 Wetmore Ave.  
Everett, WA 98201



425.257.8560  
425.257.8569 fax



codeenforcement@everettwa.gov  
everettwa.gov/police

Please reference your **Case Number CE19-0422** on your check, money order or at the time of payment.  
If you have any questions, please contact our office at (425)257-8560.

Thank you for your prompt response,



Eileen Hinkley  
Code Enforcement Supervisor  
Code Enforcement Unit  
Everett Police Department

I Anne Weeck, do hereby certify that on Nov 14, 2019, I mailed certified / 1st class Blake Standley, Bryan Brittingham, Dennis Wriglesworth a true and accurate copy of the order / VC issued re: case # CE 19-0422 Notice of Payment  
Anne Weeck  
Signature





CODE ENFORCEMENT UNIT

December 16, 2019

NOTICE OF HEARING

Blake Standley
Bryan Brittingham
Dennis Wriglesworth
1712 19th Street
Everett, WA 98201

Re: Case Number CE19-0422
1712 19th Street

Dear Blake Standley, Bryan Brittingham and Dennis Wriglesworth,

You are hereby notified that there will be a public hearing before the Everett City Council regarding your property located at 1712 19th Street, Everett, Washington, the legal description of which is follows:

EVERETT DIV B PLAT OF BLK 380 D-01 - W 54FT OF LOTS 31 & 32

TAX PARCEL NUMBER: 00-4370-380-031-01

SUBJECT: The Code Enforcement Unit will request City Council adopt a resolution confirming the expenses incurred by the City of Everett while performing abatement of violations and authorizing placement of lien against the above-described property in the amount the abatement costs and the unpaid penalties imposed by the Everett Hearing Examiner on July 11, 2019. This amount totals \$4,129.30. The resolution and packet to be presented to the City Council are enclosed.

The City Council will formally consider adopting/denying the resolution at the date, time, and location below.

DATE: Wednesday, January 22, 2020

TIME: 12:30 pm

LOCATION: City Council Chambers
3002 Wetmore Avenue
Everett, WA 98201

Please contact me at (425) 257-7410 with any questions

[Handwritten signature]

Jerry Strieck, Lt. Code Enforcement Unit

I, Anne Weech, do hereby certify that on Dec 19, 2019, I mailed certified / 1st class Blake Standley Bryan Brittingham Dennis Wriglesworth a true and accurate copy of the order / VC issued re: case # CE19-0422 Notice of Hearing. Anne Weech Signature



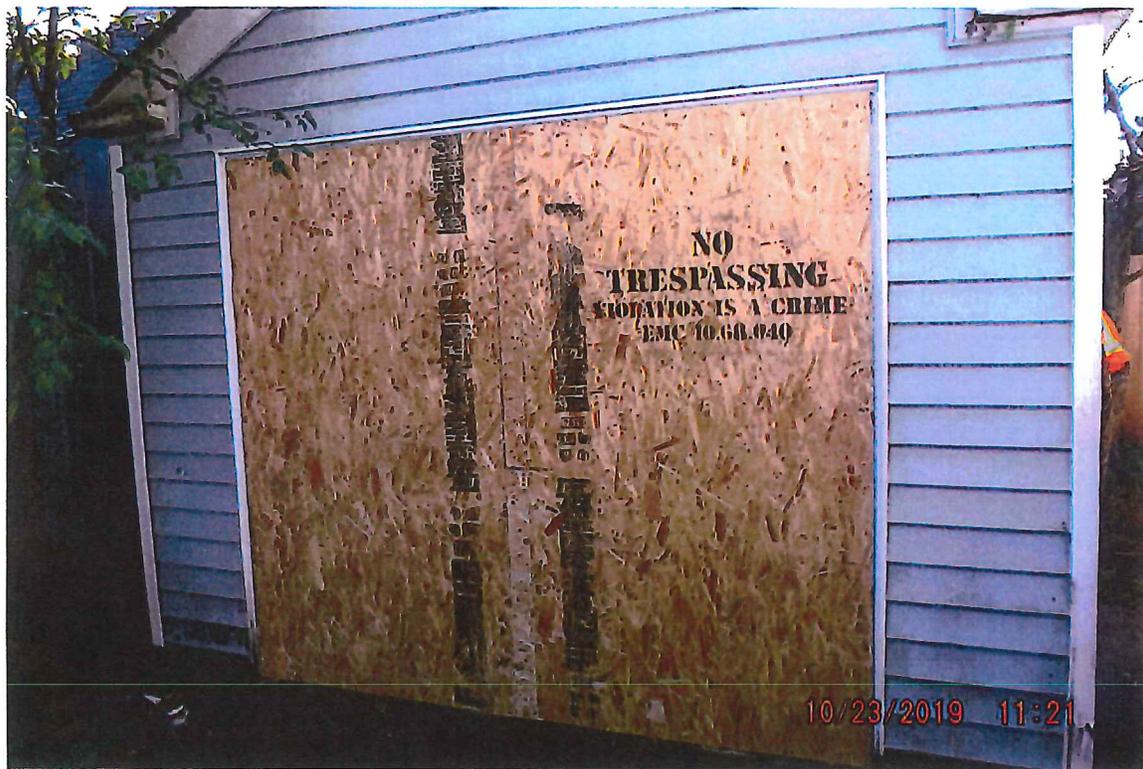
3002 Wetmore Ave.
Everett, WA 98201

425.257.8560
425.257.8569 fax

codeenforcement@everettwa.gov
everettwa.gov/police







**Project title:** Accept Donation of Sculpture from Evergreen Arboretum & Gardens**Council Bill #** *interoffice use***Agenda dates requested:**  
January 22, 2020

Briefing  
 Proposed action  
 Consent  
 Action    
 Ordinance  
 Public hearing  
 Yes  No

**Budget amendment:**  
 Yes  No

**PowerPoint presentation:**  
 Yes  No

**Attachments:**  
 Image of Sculpture

**Department(s) involved:**  
 Cultural Arts

**Contact person:**  
 Carol Thomas

**Phone number:**  
 425.257.7101

**Email:**  
 cthomas@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:****Partner/Supplier****Location** Legion Park Evergreen Arboretum & Gardens**Preceding Action****Preceding action:** None**Fund:****Fiscal summary statement:****Project summary statement:**

The Evergreen Arboretum & Gardens nonprofit would like to donate a basalt sculpture titled Equatorial Equinox by artist Dave Haslett to the City of Everett's Public Art Collection. The sculpture is currently installed in the Evergreen Arboretum at Legion Park.

The sculpture was commissioned to honor Andy Sudkamp, who passed away in 2015. Andy taught at Everett High School and was a member of the Evergreen Arboretum Foundation.

Pursuant to EMC 2.105.020 Council may accept these gifts by motion.

**Recommendation (exact action requested of Council):**

Concur with the recommendation of the Cultural Arts Commission and accept sculpture donation from the Evergreen Arboretum and Gardens into the City of Everett's Public Art Collection.





**Project title:** An ORDINANCE establishing an Everett Station District Business Improvement Area (BIA); providing for the levy of a special assessment upon real property (and the owners thereof) within the area; the deposit of revenues in a special account and expenditures therefrom; and providing for an implementing agreement with an Everett Station District property owners association or similar organization.

**City Council Agenda Item Cover Sheet**

**Council Bill #**  
CB 1911-60

**Agenda dates requested:**  
1/22/2020

Briefing  
Proposed action  
Consent  
Action – 1/22/2020  
Ordinance  
1<sup>st</sup> reading – 11/27/19  
2<sup>nd</sup> reading – 12/4/19  
3<sup>rd</sup> reading – 12/11/19  
4<sup>th</sup> reading – 1/22/20  
Public hearing  
X Yes No

**Budget amendment:**  
Yes No

**PowerPoint presentation:**  
Yes No

**Attachments:**  
Proposed Ordinance Amendments

**Department(s) involved:**  
Administration, Legal

**Contact person:**  
Dan Eernisse

**Phone number:**  
425-257-8681

**Email:**  
deernisse@everettwa.gov

**Initialed by:**  
\_\_\_\_\_  
Department head  
\_\_\_\_\_  
Administration  
\_\_\_\_\_  
Council President

**Consideration:** Ordinance

**Project:** Everett Station District Business Improvement Area (BIA)

**Partner/Supplier:**

**Location:**

**Preceding action:**  
Fund: Fund 425 Transit and Fund 401 Utilities

**Fiscal summary statement:**  
Everett Transit and Everett Utilities have property within the Everett Station District Business Improvement Area (BIA). The annual assessments will be as follows:

Everett Transit: \$45,357  
Everett Utilities: \$32,400

The annual assessments will be adjusted annually based on County property assessments.

**Project summary statement:**  
The purpose of the ESDA BIA item on the 1/22/2020 agenda is to have a second public hearing regarding the amendments to the ESDA BIA geographic boundaries approved by Council 12/11/2019. This will result in revision of the 2020 ESDA BIA budget because the effective date of the Ordinance, if approved, will be in February. The budget revision is included in the attached Proposed Ordinance Amendments document. Public Works has also suggested amendments to the legal description and that is also part of the attached Proposed Ordinance Amendments. The first, second, and third readings of the Ordinance were completed in November and December 2019, along with a first public hearing.

**Recommendation (exact action requested of Council):**  
Adopt the proposed Ordinance establishing an Everett Station District Business Improvement Area (BIA); providing for the levy of a special assessment upon real property (and the owners thereof) within the area; the deposit of revenues in a special account and expenditures therefrom; and providing for an implementing agreement with an Everett Station District property owners association or similar organization.





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

An Ordinance establishing an Everett Station District Business Improvement Area (BIA); providing for the levy of a special assessment upon real property (and the owners thereof) within the area; the deposit of revenues in a special account and expenditures therefrom; and providing for an implementing agreement with an Everett Station District property owners association or similar organization.

**WHEREAS,**

- A. The City Council, on November 27, 2019, adopted Resolution No. \_\_\_\_\_ initiating a new Everett Station District BIA.
- B. Businesses and property owners within the Everett Station District BIA have indicated that they value the BIA's use of special assessment revenues to fund programs and services, such as safety, cleaning, infrastructure and parking advocacy, and business and economic development.
- C. As provided in Resolution No. \_\_\_\_\_, the City Council held a public hearing on December 11, 2019 in the Everett City Hall Council Chambers, concerning the formation of the Everett Station District BIA and the imposition of special assessments on property (and property owners) within such BIA, prior to the adoption of this Ordinance. The City Council also held a second public hearing January 22, 2020.

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

**Section 1. District Established.**

As authorized by Chapter 35.87A RCW, there is hereby established an Everett Station District Business Improvement Area (BIA) within the following described boundaries (when a street or alley is named, the District boundary is the center line of the right-of-way unless otherwise stated):

Beginning at the intersection of the centerline of Hewitt Avenue and the centerline of Broadway Avenue; Thence easterly along the centerline of Hewitt Avenue to intersect the centerline of Maple Street; Thence southerly along the centerline of Maple Street to intersect the centerline of Pacific Avenue; Thence easterly along the centerline of Pacific Avenue to intersect with the west right of way line of Interstate 5; Thence southerly along the western right of way line of Interstate 5 to intersect the north line of Lot 22, Block 753, Plat of Everett Land Company's First

Addition to Everett, according to the plat thereof, recorded in Volume 3, page 20 of plats, records of Snohomish County, State of Washington; Thence westerly along the north line of said Lot 22, and its westerly projection to intersect the north line of Lot 11, Block 753, of said plat; Thence westerly along the north line of Lot 11 to intersect the centerline Pine Street; Thence southerly to intersect with the centerline of 33rd Street; Thence westerly to intersect with the centerline of Cedar Street; Thence southerly along the centerline of Cedar Street to intersect the centerline of 34th Street; Thence westerly along the centerline of 34th Street a distance of 40 feet more or less to a point; said point being the intersection of the east line of Lot A, Mikala Condominium as recorded under Auditor's File Number 9207175001, records of Snohomish County, Washington, projected northerly 40 feet more or less to intersect the centerline of 34th Street; Thence southerly along the projected east line of said Lot A, and the east line of Lot A to intersect the northeast corner of Lot B of said Mikala Condominium; Thence continuing southerly along the east line of Lot B to intersect the west right of way line of Interstate 5; Thence southwestery along the west right of way line of Interstate 5 to intersect the west right of way line of the Burlington Northern and Santa Fe Railway (BNSF) corridor; Thence southerly along the west line of the BNSF right of way to intersect the centerline of 41st Street; Thence westerly along the centerline of 41 Street to intersect the centerline of Broadway Avenue; Thence northerly along the centerline of Broadway Avenue to intersect the centerline of 34th Street; Thence westerly along the centerline of 34th Street to intersect the centerline of Lombard Avenue; Thence northerly along centerline of Lombard Avenue to intersect the centerline of 33rd Street; Thence easterly along the centerline of 33rd Street to intersect the centerline of the north/south alley in Block 763, Plat of Everett Land Company's First Addition to Everett; Thence north along said alley in Block 763 and its projection thereof to the centerline of the north/south alley in Block 741; Thence continuing northerly along the centerline of the north/south alley in Block 741 to intersect the south lot line of Lot 26, Block 741, Plat of Everett Land Company's Addition to Everett; Thence westerly along the south lot line of said Lot 26 to the southwest corner of said Lot 26; Thence northerly along the west lot line of said Lot 26 and its northerly projection thereof to intersect the centerline of Pacific Avenue; Thence easterly along the centerline of Pacific Avenue to intersect the centerline of Broadway Avenue; Thence northerly along the centerline of Broadway Avenue to intersect the centerline of Hewitt Avenue and the point of beginning.

~~Beginning at the intersection of the centerline of Hewitt Avenue and the centerline of Broadway Avenue; thence easterly along the centerline of Hewitt Avenue to intersect the centerline of Maple Street; thence southerly to the centerline of Pacific Avenue; thence westerly to intersect with the eastern side of Interstate 5; thence southerly along the eastern side of Interstate 5 to the southern edge of PARCEL ID 00439075000100; thence westerly to intersect with the centerline of Pine Street, thence southerly to intersect with the centerline of 33rd Street, thence easterly to intersect with the centerline of Cedar Street; thence southerly to 34th Street; thence southerly between parcels with (A) PARCEL IDs 29052900101000 and 29052900102800 (east, excluded), and (B) PARCEL IDs 00807200000100, 00807200000200, 00807200000300, 00807200000400, 00807200000500, and 00807200000600 (west, included); until it intersects with the BNSF railway; thence southerly to intersect with the centerline of 41st Street; thence westerly along the centerline of 41st Street to the centerline with Broadway Avenue; thence northerly to intersect the centerline of 34th Street, then westerly to intersect with the centerline of Lombard Avenue; thence northerly to intersect with the centerline of 33rd Street; thence easterly to the centerline of the alley in Block 795, Plat of Everett, according to the records of Snohomish County; thence northerly to the terminus of the alley in Block 741, Plat of Everett, according to the records of Snohomish County; thence northerly along the western edge of Parcel ID 00439074101900 (Mill Town Credit Union), to intersect with the centerline of Pacific Avenue; thence easterly to intersect with the centerline of Broadway Avenue; and thence northerly to intersect with the centerline of Hewitt Avenue and said point of beginning.~~

A map of this area is attached as Attachment A.

## **Section 2. District Assessment.**

All real property, inclusive of land and buildings (and the owners thereof), within the boundaries of the District will be specially benefitted by the purposes for which the District is being established, and such property, and the owners thereof, shall be subject to a special assessment as authorized by Chapter 35.87A RCW, this ordinance, and amendments thereto. The benefit to the property (and the owners thereof) subject to the special assessment and to the BIA as a whole is a special benefit which would not otherwise be available but for the activities, programs, and special services carried out with funding provide by the special assessments authorized pursuant to this ordinance. Such special benefits and the increase in the value of the property in the BIA resulting therefrom and the increased opportunity which is created for each property (and the owner thereof) within the BIA to benefit from the BIA programs, activities, and special services is hereby found to be commensurate with or in excess of the amount of the assessment under this ordinance.

To finance the programs and services authorized in Section 3, there shall be levied and collected annual special assessments upon the businesses and property owners within the District, at the rates and method specified in Section 4. For purposes of this ordinance, "business" means the operation of property ownership as a business, including but not limited to the operation of property ownership either as a landlord or owner-occupied enterprise.



**Section 3. Purposes and Programs.**

Special Assessment revenues shall only be used for the authorized purposes pursuant to RCW 35.87A.010, which includes:

- A. The acquisition, construction or maintenance of parking facilities for the benefit of the area;
- B. Decoration of any public place in the area;
- C. Sponsorship or promotion of public events which are to take place on or in public places in the area;
- D. Furnishing of music in any public place in the area;
- E. Providing professional management, planning, and promotion for the area, including the management and promotion of retail trade activities in the area;
- F. Providing maintenance and security for common, public areas; and
- G. Providing transportation services for the benefit of the area.

All activities are supplemental to the street maintenance, law enforcement, land use planning, citywide marketing, and other services provided by the City and are not intended to displace any services regularly provided by municipal government.

**Section 4. Levy of Special Assessment and Calculation of Assessments.**

A. To finance programs and services authorized in Section 3, there is levied and shall be collected annual special assessment upon the buildings and other real property within the District (and the owners thereof), as follows:

The annual assessment shall use land square footage and assessed value. The initial assessment rates have been calculated for the initial BIA budget to be fifty percent (50%) from the total land square footage and fifty percent (50%) from the total county-assessed value of the assessed properties within the geographical limits of the BIA, with an expectation that the percentage from the county-assessed value will increase as land values increase.

B. Assessment Formula

The special assessment for the Base Year (2020), for each individual property shall be calculated using the following formula:  $\text{Assessment} = (\$0.04 \times \text{Land Square Footage}) + (\$0.67 \times (\text{Current Year Assessed Value}/\$1,000))$ .

In subsequent years 2021-2024, the land square footage rate will be multiplied by an Inflationary Factor, which will be equal to the change in the June to June Consumer Price Index for All Urban Consumers in Seattle -Tacoma -Bremerton ("CPI") from the Base Year, or three percent per year, whichever is less.

The Current Year Assessed Value will be the value of the property for that particular year, as determined by the Snohomish County Assessor's office.

The intent of adjusting for CPI adjustment and using the current assessed value in the formula is to

ensure the BIA's services and programs keep up with inflation and the needs of the neighborhood as it grows.

C. Notices of assessment, installment payments, or delinquency, and all other notices contemplated by this ordinance may be sent by ordinary mail or delivered by the City to the address shown on the records of the Finance Director, and, if no address is shown there, to the address shown on the records of the County Assessor. Failure of the Ratepayer to receive any mailed notice shall not release the Ratepayer from the duty to pay the assessment on the due date and any interest and delinquency charges.

D. In the event the annual budget approved is greater than the funds which will be available from the total of all assessments within the District for such annual period, calculated at the assessment rates as set forth herein, then such budget shall be reduced to match the revenue. Any unexpected and unobligated budgeted amount remaining at the end of any annual assessment period, and any assessments or funds collected and deposited in the ESDA BIA Fund in excess of the amount authorized to be expended for the annual assessment period in which such excess amounts are received may be expended as may be authorized by the next annual BIA budget approved by the City Finance Director, or as may be authorized by amendment to the current annual budget pursuant to Section 9 or 10 of this ordinance.

E. Assessments shall commence as of ~~January 1~~ February 6, 2020. The 2020 assessments are "prorated" so assessments occur only for the portion of 2020 during which this Ordinance is in effect. Assessments for 2021 and subsequent years shall commence as of January 1 of that year.

#### **Section 5. Exemptions.**

A. Property owned by the County, State, and Federal government shall be exempt from the special assessment, provided that nothing herein shall preclude the County, State, or Federal government from agreeing to make payment for any such assessment.

B. The following properties shall also be exempt from the special assessment, provided that nothing herein shall preclude such properties from agreeing to make payment for any such assessment:

1. Residential properties that do not meet the definition of "Multifamily residential or mixed-use project" and are not owned by a "Residential Operator," as defined by RCW 35.87A.020;
2. Properties owned by an energy utility district that are used for transmitting electricity or as a substation;
3. Publicly-owned streets and roadways;
4. Properties used exclusively for railroads; and
5. Properties with rights related to mining or future railroad use.

#### **Section 6. Collection Schedule.**



Special assessments shall be collected on a semi-annual basis. The Finance Director (Director) may change the billing frequency by directive. A copy of a directive issued under this Section shall be mailed to all Ratepayers not less than 90 days before the new billing due date is to take effect.

Upon termination of the BIA, pursuant to Section 17 or otherwise, no refunds for overpayments of assessments shall be made to persons paying such overpayments unless there are sufficient funds in the District Fund to pay such overpayments, after payment of all other costs, debts, or liabilities incurred on or payable from the District Fund. If there are sufficient funds remaining to refund some of the overpayments, but not all, such refunds shall be pro-rated among those who have made timely claims pursuant to Section 13 herein and are entitled to refunds for overpayment.

**Section 7.      Deposit Into Fund.**

A special fund is hereby created, to be called the Everett Station District Business Improvement Area Fund, hereafter called the "ESD BIA Fund," into which shall be deposited:

- A.      All revenues from special assessments levied under this ordinance.
- B.      Interest, late charges, penalties, and income from the investment of fund deposits.
- C.      Gifts and donations to the fund.
- D.      Restitution moneys for expenditures made from the fund and reimbursement due to the fund.

**Section 8.      Expenditures.**

Expenditures from the ESDA BIA Fund as may be authorized by the City Council or Finance Director shall be used exclusively for the purposes specified in this ordinance and shall not be used for any other purpose.

**Section 9.      Administration.**

The Mayor or his or her designee shall administer the District for the City, with authority to:

- A.      Determine the land square footage and assessed land value (according to the records of the Assessor of Snohomish County), of property for assessment purposes.
- B.      Collect the special assessments, refund special assessments when overpaid, and extend the deadline for payment and/or waive delinquency charges whenever the delinquency is the result of the failure by the City to provide a statement of the amount due, or nonpayment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss, causing bankruptcy.
- C.      Determine and apply the interest rate for late payments contemplated by Section 14.
- D.      Take other such action as is necessary and appropriate to carry out contemplated programs with special assessments.
- E.      Direct the appropriate officers of the City to pursue collection procedures, including bringing legal civil actions in district or superior court to collect any unpaid assessments and to collect such unpaid assessments by foreclosure action against the property on which it is assessed in accordance with laws applicable to foreclosure of local improvement district liens, and/or to collect by civil action such unpaid assessment by judgment against the owner owing the assessment.
- F.      Call and conduct an annual meeting of rate payers each year so as to obtain information to

assist in the administration of the BIA.

The City Finance Director or his/her designee is hereby authorized to approve, correct, revise, modify, or amend the proposed activities, annual budget, and assessment as proposed by the ESD BIA Ratepayer Advisory Board described in Section 16 herein.

**Section 10. Approval of Expenditures/Contract for Program Management.**

The purposes, activities, services, and projects to be funded with the special assessment proceeds for the one-year budget beginning ~~January 1~~ February 6, 2020, through December 31, 2020, as set forth in Attachment B to this Ordinance, are hereby approved. There is hereby appropriated and authorized to be expended from the ESD BIA Fund the sum of ~~\$433,000~~ \$421,988, or so much thereof as may be necessary, for the purposes, activities, services, and projects approved for each of the 2020 BIA fiscal year ("pro rated" so assessments only occur during the dates in which this Ordinance is in effect to February 6, January 1, 2020 through December 31, 2020). Unless otherwise authorized by the City, the total amount to be specially assessed and expended in subsequent years 2021-2024 shall be as set forth in the budget approved by the City Finance Director pursuant to Section 9. The particular program and services to be provided for each subsequent period and the amount of funding thereof shall be as approved by Section 9 of this Ordinance and in accordance with RCW 35.87A.010.

The Mayor is hereby authorized and directed to contract with the Everett Station District Alliance, or similar organization, to administer funds for the approved purposes, activities, services, and projects for the first year. Thereafter the City may continue each year to contract with the Everett Station District Alliance or similar organization to administer the forthcoming annual program, unless a suitable successor organization is recommended by (a) a majority of the votes of the ratepayers at their annual meeting weighed by the dollar value of their assessments, (b) a petition signed by ratepayers paying the majority of the assessments, or (c) by the association itself.

**Section 11. Rate Changes.**

Any change in the assessment shall only be made by ordinance and as authorized in RCW 35.87A.130-140.

**Section 12. Notices.**

Notices of assessment, installment payments, or delinquency, and all other notices contemplated by this ordinance may be sent by ordinary mail or delivered by the City to the address shown on the records of the Finance Director, and, if no address is shown there, to the address shown on the records of the County Assessor. Failure of the Ratepayer to receive any mailed notice shall not release the Ratepayer from the duty to pay the assessment on the due date and any interest and delinquency charges.

**Section 13. Correction of Assessment – Appeal.**

1. Any person, having been issued a notice of assessment, interest, and/or penalties pursuant to



this ordinance, may within thirty (30) days after issuance of the original notice of the amount thereof, or the period covered by any extension of the due date thereof granted by the Mayor or the Mayor's designee, petition the City in writing for a correction in the amount of the assessment, interest, and/or penalties, which petition shall be filed in the office of the City Clerk within the specified thirty-day period. The petition shall set forth the reason why the correction should be granted and the amount of assessment, interest, and/or penalties (if any) which the petitioner believes to be due. The Mayor or the Mayor's designee shall promptly consider the petition, and may grant or deny it. If denied, the petitioner shall be notified by mail, together with the reasons for such denial. The Mayor or the Mayor's designee may grant a conference for examination and review of the assessment if requested by the petitioner. If a conference is granted, the Mayor or the Mayor's designee shall fix the time and place therefor and notify the petitioner thereof by mail. After the conference with the Mayor or the Mayor's designee, the Mayor or the Mayor's designee may make such determinations as may appear to the Mayor or the Mayor's designee to be just and lawful, consistent with the provisions of this ordinance, and shall mail a copy of such determination to the petitioner. Such determination of the Mayor or the Mayor's designee shall be final and conclusive as of the date of the determination, unless within thirty (30) days following the date of the determination, the petitioner obtains a writ of certiorari from the Superior Court of Washington for Snohomish County, for purpose of review of the determination.

2. If no petition requesting the City to correct the amount of the assessment, interest, and/or penalties and for a conference for examination and review of the assessment, interest, and/or penalties is filed within the thirty-day period, the assessment, interest, and/or penalties covered by the notice shall become final, and any right to contest or appeal such amount shall be deemed conclusively waived.

**Section 14. Delinquent Payments.**

If an assessment has not been paid within thirty (30) days after its due date, and the ratepayer has been making prompt payments in the past, the City official in charge of assessment collections shall send a reminder notice and add a \$ 20.00 processing fee. If (a) the assessment is not paid within sixty( 60) days after its due date, or ( b) the assessment was not paid within thirty (30) days, and the ratepayer has been late on one of the previously two payments, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment in addition to the processing fee. All assessments which are not paid when due shall also bear interest at the rate of twelve percent (12%) per annum from the date payment was due.

**Section 15. Collection/ Foreclosure.**

Whenever any annual assessment under this ordinance shall be delinquent for more than thirty (30) days, the entire annual assessment shall be due and payable and shall constitute a lien on the property assessed, and the collection thereof may be enforced through foreclosure action on the property assessed in the matter as provided for collection and foreclosure of local improvement district assessments pursuant to Title 35 RCW, including but not limited to Chapters 35.44, 35.49, and 35.50, and applicable provisions of the Everett Municipal Code. Alternatively, or as a cumulative remedy, the delinquent assessment may be collected from the owner liable therefor by civil action in either district

or superior court.

**Section 16. Ratepayers Advisory Board.**

The Mayor shall recommend to the Council for appointment an Interim Ratepayers Advisory Board comprised of Ratepayers from the BIA within thirty days of the effective date of this ordinance. The City shall solicit recommendations from organizations that represent the interests of the District.

The Interim Ratepayers Advisory Board will recommend a permanent Ratepayers Advisory Board (the "Board") within sixty days of the effective date of this ordinance, to serve for five years. The composition of the Board shall be representative of the uses and sizes of the properties and businesses of the District. The Mayor shall recommend to the Council for appointment the permanent Board members from the list recommended by the Interim Ratepayers Advisory Board. The Mayor may recommend to the Council for appointment additional members to the Board beyond those recommended by the Interim Ratepayers Advisory Board to ensure a broad representation of ratepayers, provided that the additional voting members so appointed do not exceed one-fourth of the entire voting membership of the Board.

The Ratepayers Advisory Board shall be responsible for adopting bylaws and policy guidelines, approving the annual recommended budget and work plan, and for providing advice and consultation to the City regarding the Everett Station District BIA. The Ratepayers Advisory Board may recommend adding or removing ratepayers to serve on the Board, subject to approval by the Mayor.

The Ratepayers Advisory Board shall meet at least once quarterly; approve the annual recommend budget and work plan; address and discuss Ratepayer concerns and questions regarding the BIA district and programs; review all reports to be submitted to the City; and sponsor an Annual Ratepayers' Meeting.

Ratepayers Advisory Board shall set quantitative and qualitative performance metrics to hold the administration of the BIA accountable. An annual report shall be produced to report on the performance metrics, which the Ratepayers Advisory Board shall review, approve, and submit to the City and make available to ratepayers. The administrators of the BIA shall keep a log of all complaints and incidents reported to the BIA, publish a summary of the incident log as part of the annual report, and make the log available to the City, Ratepayer Advisory Board, and ratepayers at their request.

The Ratepayer Advisory Board shall notify ratepayers of the date, time, and location of the Annual Ratepayers' Meeting at least 30 (30) days prior. At the Annual Ratepayers' Meeting, the Board shall present its recommended budget and work plan for the next year. Following a presentation and an opportunity for amendment by a two-thirds vote (of assessed value), by the ratepayers present at the annual Ratepayers' meeting, the Board shall submit the recommended annual budget and work plan to the City Finance Director.



**Section 17. Termination of BIA.**

The BIA and the special assessment levy therefore shall terminate within one year (or such longer period as set forth in the termination petition) from the date of submission to the City of a petition containing the signatures of the owners of property in the BIA who pay fifty percent or more of the annual special assessment amount for the BIA, requesting termination of the BIA and special assessment levy, or by Resolution and Ordinance of the City Council. The BIA and the special assessment levy therefore shall continue for a period of five years from the effective date of this ordinance unless, at least ninety days prior to such termination, a petition is submitted to the City requesting the continued existence of the BIA, with such petition containing the signatures of the owners of property in the BIA who will pay sixty percent or more of the annual special assessment for the BIA, or the City Council gives notice of intent to extend the BIA through resolution and public hearing, pursuant to Chapter 35.87A RCW.

**Section 18. Disestablishment of Area – Assets and Liabilities.**

In accordance with RCW 35.87A.190, upon disestablishment, termination, and dissolution of the BIA, any proceeds of the special assessments or assets acquired with such proceeds, or liabilities incurred as a result of the formation of such BIA, shall be subject to disposition as the City Council shall determine; provided, however, that any liabilities, either current or future, incurred as a result of action taken to accomplish the purposes of RCW 35.87A.010 or the purposes of the BIA shall not be an obligation of the General Fund or any special fund of the City of Everett, but such liability shall be provided for entirely from available revenues generated from the special assessments under this ordinance.

**Section 19.** 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 numbers, and any internal references.

**Section 20.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 21.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 22.** 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.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

PASSED: \_\_\_\_\_

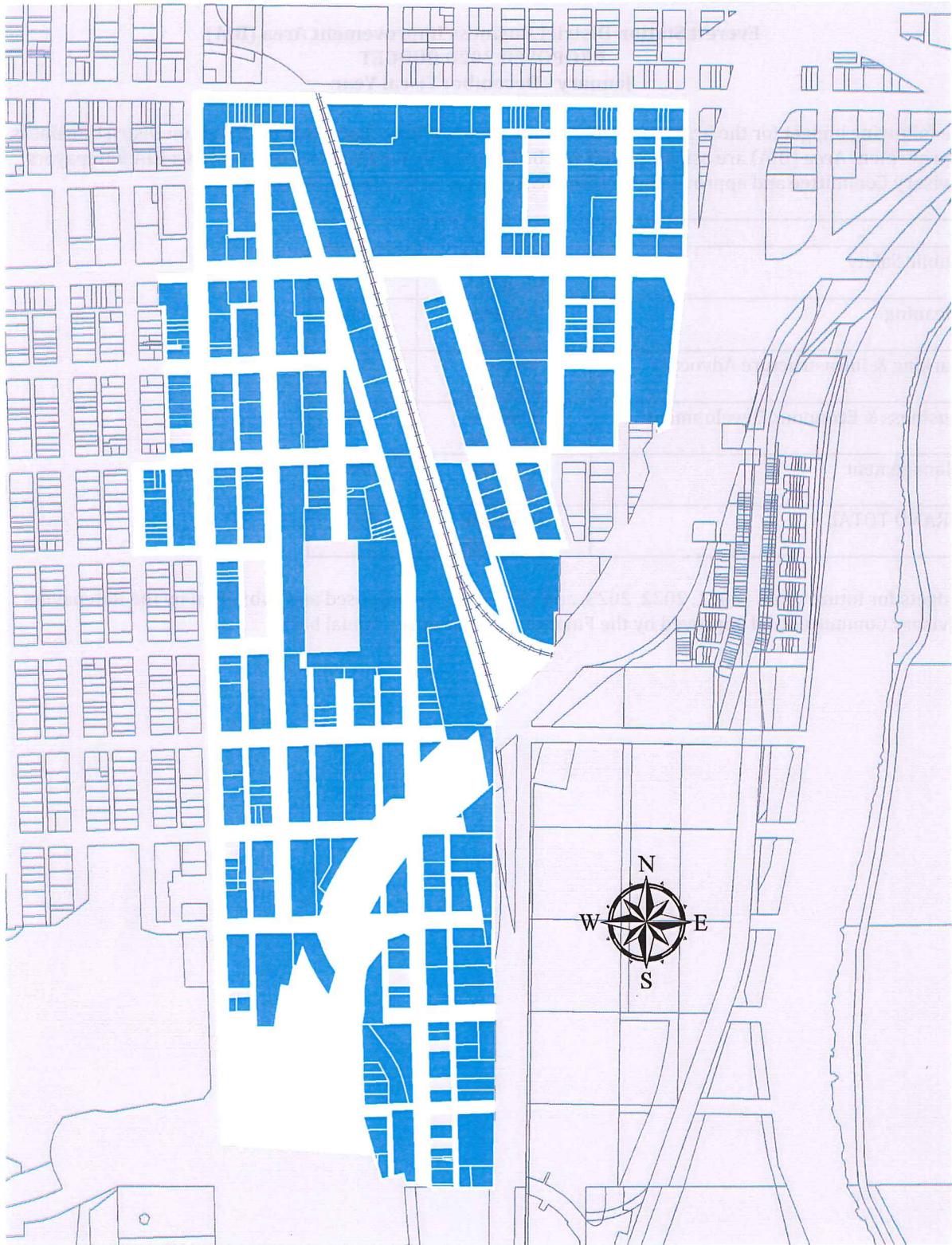
VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



**Attachment A**



**Attachment B**

**Everett Station District Business Improvement Area (BIA)  
PROPOSED 2020 BUDGET  
January - December Fiscal Year**

The following budget for the first year (2020) of operation of the proposed Everett Station District Business Improvement Area (BIA) are estimates and will be finalized by the Everett Station District BIA Ratepayers Advisory Committee and approved by the Finance Director of the City of Everett.

	Budget \$	%
Public Safety	<del>\$173,200</del> <u>\$168,795</u>	40%
Cleaning	<del>\$86,600</del> <u>\$84,398</u>	20%
Parking & Infrastructure Advocacy	<del>\$64,950</del> <u>\$63,298</u>	15%
Business & Economic Development	<del>\$64,950</del> <u>\$63,298</u>	15%
Management	<del>\$43,300</del> <u>\$42,988</u>	10%
GRAND TOTAL	<del>\$433,000</del> <u>\$421,988</u>	0%

Budgets for future years (2021, 2022, 2023, and 2024), will be proposed and submitted by the Ratepayers Advisory Committee and approved by the Finance Director on an annual basis.



**Project title:** Authorize Mayor to sign Addendum #2 to Interlocal Agreement for Development of the Everett Events Center

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Project:** Addendum #2 to Interlocal Agreement

**Agenda dates requested:**

January 15, 2020

**Partner/Supplier :** Snohomish County and Everett Public Facilities District

**Location:**

**Preceding action:** Interlocal Agreement for Development of the Everett Events Center

Briefing

Proposed action

Consent

Action X

Ordinance

Public hearing

Yes  No

**Fund:** N/A

**Fiscal summary statement:**

There is no financial impact to the City of Everett. This Addendum extends the allocation of funding from Snohomish County to the Everett Public Facilities District (EPFD).

**Budget amendment:**

Yes  No

**Project summary statement:**

The City, County PFD, County, and Everett PFD entered into an Interlocal Agreement in 2001 for the development of the Everett Events Center. In 2009, the original Interlocal Agreement was amended through Addendum No. 1 to increase the allocation to the EPFD from the County's Sales and Use Tax, which was imposed under RCW 82.14.390 for the development of regional centers.

**PowerPoint presentation:**

Yes  No

**Attachments:**

Interlocal Agreement

In 2017, the State Legislature extended the time period for the Sales and Use Taxes imposed under RCW 82.14.390 from a maximum of 25 years to a maximum of 40 years. The proposed Addendum #2 extends the funding allocation to the EPFD in accordance with the extended term.

**Department(s) involved:**

Finance

**Contact person:**

Susy Haugen

**Phone number:**

(425) 257-8612

**Email:**

shaugen@everettwa.gov

**Recommendation (exact action requested of Council):**

Authorize Mayor to sign Addendum #2 to Interlocal Agreement for Development of the Everett Events Center.

**Initialed by:**

Department head

Administration

Council President

**ADDENDUM NO. 2 TO INTERLOCAL AGREEMENT FOR DEVELOPMENT  
OF THE EVERETT EVENTS CENTER**

This Addendum No. 2 (this "Addendum") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, among the City of Everett, a city duly organized and existing under and by virtue of the laws of the State of Washington (the "City"); the Snohomish County Public Facilities District, a municipal corporation duly organized and existing under the laws of the State of Washington (the "County PFD"); Snohomish County, a political subdivision of and duly organized and existing under the laws of the State of Washington and the Charter of Snohomish County (the "County"); and the Everett Public Facility District, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington, established by the City of Everett (the "City PFD").

**RECITALS**

A. The City, County PFD, County, and City PFD (collectively the "Parties") entered into an Interlocal Agreement dated December 20, 2001, recorded with the Auditor of the County of Snohomish, State of Washington under recording number 20021160349 (the "Interlocal Agreement") to provide for the development of a Regional Center as defined in RCW 35.57.020 known as the "Everett Events Center" (the "Regional Center"); and

B. The County PFD, under the authority of RCW 82.14.390 has imposed a Sales and Use Tax "Sales and Use Tax", a portion of which the County PFD has allocated and agreed to contribute through intergovernmental project payments to the payment of debt service on the bonds issued to finance the Regional Center in accordance with and subject to the terms and conditions of the Interlocal Agreement, including without limitation, in accordance with the schedule contained in Exhibit "B", of the Interlocal Agreement which payments extend to December, 2026 (the "Tier 1 Allocation"); and

C. The County PFD entered into similar interlocal agreements to provide funding for three (3) other regional centers, which were recorded with the Auditor of Snohomish County under recording numbers 200211060003, 200212260514, and 200312260486 pursuant to which the County PFD allocated and committed contributions from the Sales and Use Tax for the payment of debt service on the respective bonds issued to finance the development thereof, which when added to the Tier 1 Allocation shall be referred to herein as the "Aggregate Tier 1 Allocations" (the Aggregate Tier 1 Allocations are in a fixed amount allocated prior to the date of this Addendum); and

D. On February 25, 2009, the Parties amended the Interlocal Agreement through Addendum No 1 to provide for additional allocation of the Sales and Use Tax that exceeded the Aggregate Tier 1 Allocations and created Tier 2 Allocations to the four (4) regional centers; and

E. Pursuant to Chapter 164, Laws of 2017, the Legislature extended the time period for the Sales and Use Taxes imposed under RCW 82.14.390 from a maximum 25-year term to a maximum 40-year term; and

F. On July 19, 2018, the Board of Directors of the County PFD determined that the Aggregate Tier 2 Allocations, as previously allocated should be extended through the additional funding years of 2026 through 2041, subject to applicable terms and the Board of Directors approved a revised allocation of the Sales and Use Tax revenue to reflect the 40-year full term of the Sales and Use Taxes including the extended period authorized in the 2017 legislation which such Board action was incorporated into a Board Resolution on October 25, 2018; and,

G. The Parties desire to amend the Interlocal Agreement by this Addendum to provide for the extension of the time period for the Tier 2 Allocations and specify the certain terms that the Board directed as part of the extension of Tier 2 Allocations.

NOW, THEREFORE, the Parties hereby agree as follows:

### AGREEMENT

1. Continuation of Tier 2 Allocation. So long as the City PFD can and does make lawful use of the funds to be contributed by the County PFD under the provisions of RCW 82.14.390, as now or hereafter amended, and subject to continued compliance with all of the terms and conditions of the Interlocal Agreement and this Addendum No. 2, the County PFD shall allocate and contribute to the City PFD, thirty and four-tenths percent (30.4%) of the Aggregate Tier 2 Allocations. It is anticipated that on January 1, 2026, with respect to the Snohomish County Regional Center and January 1, 2027, with respect to the remaining local PFD Regional Centers, the County PFD commitments for Aggregate Tier 1 Allocations will be fulfilled and that from and after those dates as to those respective revenue amounts received by the County PFD they will be considered as Tier 2 Allocation eligible revenue subject to this Addendum.

2. Tier 2 Allocation Disbursement Schedule. Exhibit A attached to Addendum No. 1 is hereby deleted and replaced by Exhibit A-1 attached hereto and incorporated by this reference.

3. Reallocation of Tier 2 Allocation. The Board of Directors has determined that the allocation of Sales and Use Tax shall continue to each of the local public facility districts and the County for its Aviation Museum and Conference Center so long as the bonded indebtedness incurred to finance or refinance the respective regional centers remains outstanding. If the bonded indebtedness for a local public facility district or the County, for its respective regional center, is paid off, that allocated share of the Tier 2 Sales and Use Tax shall be reallocated to the remaining parties receiving funding so that their funding shares will be increased respectively while remaining in proportion to one another in the same relative comparative shares as before the adjustment was made.

4. Section M of the Interlocal Agreement, DURATION OF AGREEMENT, is here by revised in its entirety to state:

This Agreement shall continue in full force and effect until such time as all bonds issued by the City PFD or City to finance or refinance the construction of the Events Center are fully paid and redeemed or until December 31, 2041, whichever comes first.

5. Addendum Supersedes Inconsistent Provisions. This Addendum supersedes and controls any inconsistent provisions in the Interlocal Agreement or any prior Addendum or Amendment thereto.

This Addendum No. 2 shall become effective upon execution by each party and filing with the Snohomish County Auditor as provided in RCW 39.34.040.

DATED this     day of \_\_\_\_\_, 2019.

EVERETT PUBLIC FACILITIES DISTRICT

By: *Larry Wiebel*  
\_\_\_\_\_

Attested:

CITY OF EVERETT

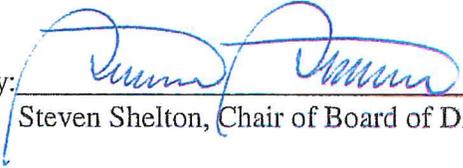
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Cassie Franklin, Mayor

Approved as to form:

By: \_\_\_\_\_  
City Attorney

SNOHOMISH COUNTY PUBLIC FACILITIES  
DISTRICT

By:   
Steven Shelton, Chair of Board of Directors

SNOHOMISH COUNTY

By: \_\_\_\_\_  
Dave Somers, County Executive

Approved as to form:

By: \_\_\_\_\_  
\_\_\_\_\_  
County Prosecutor

**EXHIBIT "A-1"**  
**Tier 2 Distribution Schedule**

The County PFD shall disburse to the City PFD, the amount of the Tier 2 Allocation then on deposit from Sales and Use Tax revenues on deposit in semi-annual payments on May 1 and November 1 of each year, commencing November 1, 2008, through the year 2026; from January 1, 2027 through December 2041, the Tier 2 Allocation shall be made on a monthly basis; in either case, payments before 2026 or after shall be made so long as the bonded indebtedness incurred to finance or refinance the Regional Center remain outstanding.



**Project title:** A RESOLUTION establishing prohibited areas regarding court orders in prostitution related criminal cases.

### City Council Agenda Item Cover Sheet

**Council Bill #** \_\_\_\_\_ **Consideration:** Resolution

\_\_\_\_\_ **Project:**

**Agenda dates requested:** \_\_\_\_\_ **Partner/Supplier:**

January 15, 2020 \_\_\_\_\_ **Location:**

Briefing – 01/15/20 \_\_\_\_\_ **Preceding action:**

Proposed action \_\_\_\_\_ **Fund:**

Consent \_\_\_\_\_

Action – 01/15/20 \_\_\_\_\_

Ordinance \_\_\_\_\_

Public hearing \_\_\_\_\_

Yes No

**Budget amendment:** \_\_\_\_\_

Yes No

**PowerPoint presentation:** \_\_\_\_\_

Yes No

**Attachments:**

Proposed Resolution

Declaration of EPD Sergeant James Collier

**Department(s) involved:**

Police, Legal

**Contact person:**

Flora Diaz

**Phone number:**

425-257-8658

**Email:**

fdiaz@everettwa.gov

**Initialed by:**

\_\_\_\_\_  
Department head

\_\_\_\_\_  
Administration

\_\_\_\_\_  
Council President

**Project summary statement:**

Chapter 10.24 EMC of the Everett Municipal Code requires that the Stay Out of Areas of Prostitution (SOAP) geographic areas be updated at least every two years. SOAP orders are issued by Everett Municipal Court judges in prostitution-related criminal cases. The Everett Police Department has requested an update to the geographic areas based on prostitution crime data, as outlined in the Declaration of Sergeant James Collier. Based on his review of current crime data, it is proposed that SOAP geographic areas stay the same.

**Recommendation (exact action requested of Council):**

Adopt a Resolution establishing prohibited areas regarding court orders in prostitution related criminal cases.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION establishing prohibited areas regarding court orders in prostitution related criminal cases.**

**WHEREAS,**

1. In 2007, the Council enacted Ordinances related to Violations of Court Orders. The Ordinances require that Stay Out of Areas of Prostitution (“SOAP”) orders set forth Prohibited Areas that have been established by a resolution of the City Council, at a minimum of every two years.
2. The Ordinances require that the establishment of the Prohibited Areas be supported by information from the Police Department in the form of one or more declarations and/or other sworn testimony.
3. The City Council has reviewed the declaration of Sergeant James Collier, the 2017-2019 SOAP Map, and/or has heard other sworn testimony.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:**

That the City Council adopts the attached recommendations for Prohibited Areas related to areas of prostitution.

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

Stay Out of Areas of Prostitution  
Declaration of Sergeant James Collier  
December 30, 2019

I, James Collier certify (or declare) under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I am a Sergeant with the Everett Police Department and have been assigned as the Special Investigations and Property Crimes Unit(s) Sergeant.
2. I have been a police officer with the Everett Police Department since April 16<sup>th</sup>, 2001. Prior to my employment with the Everett Police Department, I was a police officer with the El Paso Police Department from May 1995 to April 2001
3. During my service in Everett I have worked as a Patrol Officer, Downtown Bicycle Officer, Special Investigations Detective, Registered Sex Offender Detective, Patrol Sergeant, Special Investigations Sergeant, and Property Crimes Sergeant. Additionally, I also supervised the digital and computer forensics unit During my last 3 years as a police officer in El Paso, Texas; I was assigned to the Tactical Gang Unit (CRASH).
4. The Special Investigations Unit (SIU) has numerous responsibilities. SIU gathers intelligence and is the intelligence hub for the northern half of western Washington. I also oversee investigations that involve prostitution, organized crime, and domestic terrorism.
5. During my assignment in the Special Investigations section, I have been made aware of prostitution related activity through a variety of sources, which include reports from patrol officers, supervisors, referrals from the Everett Police Department community web page, command-level personnel, as well as direct contact and complaints from citizens and business owners in the community. The Detectives and myself within the Special Investigations Unit also drive and monitor the areas described in the "stay out of prostitution areas".

I have participated in numerous planned arrest operations where we contact subjects who were seeking to engage the services of a prostitute ("John Stings") as well as investigations involving "promotion of prostitution" (pimping and sex trafficking cases). I also participated in these types of operations during my assignments in patrol and the Special Investigation Unit. I have become educated and extremely familiar with the behavior and trafficking patterns of people who would engage in acts of prostitution.

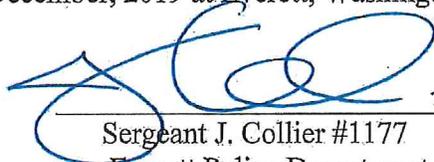
6. I have reviewed all of the aforementioned available data from our Crime Analyst Unit dating back to January 2017 and I also consulted with other members of the Special Investigations Unit. Additionally, this past summer we conducted multiple

“John Stings” which provided great insight into those areas in the City which still show a need for this ordinance to continue.

7. Prostitution related activity and complaints have slightly decreased but continued in the following areas, which is why I feel it is necessary to continue inclusion of the following geographical areas for our exclusion orders;
  - 1) 1600 SE Everett Mall Way to the intersection of Evergreen Way and two blocks each side of Everett Mall Way.
  - 2) The entire length of Rucker/Evergreen Way, from the 4000 block south to the city limits, and the entire area on Broadway extending from the 1100 block to 41<sup>st</sup> Street, remain the two most active areas in the city for Prostitution activity.
  - 3) The areas two blocks east and west of these corridors should be inclusive in the orders. It is common behavior for prostitution related activity to relocate to nearby locations just off the main corridor where the initial contact was made to perform their acts.
8. It is appropriate to note that the enforcement efforts of the detectives and supervisors from the Special Investigations section have been focused on those areas, at least in part due to the citizen complaints to 911 reporting prostitution, but also as the result of reports from members of the Everett Police Department, community members and business owners, some of whom call our unit directly.

The areas described are known to me from my experience, data identified above, as well as my interaction with law enforcement officers, community members, and business people to be areas where prostitution related activity presently poses a serious problem. These areas include the listed streets and the immediately adjoining sidewalks and alleyways.

Dated this 30th day of December, 2019 at Everett, Washington.

  
#1177  
Sergeant J. Collier #1177  
Everett Police Department

# Arrests: Prostitution Related Offenses

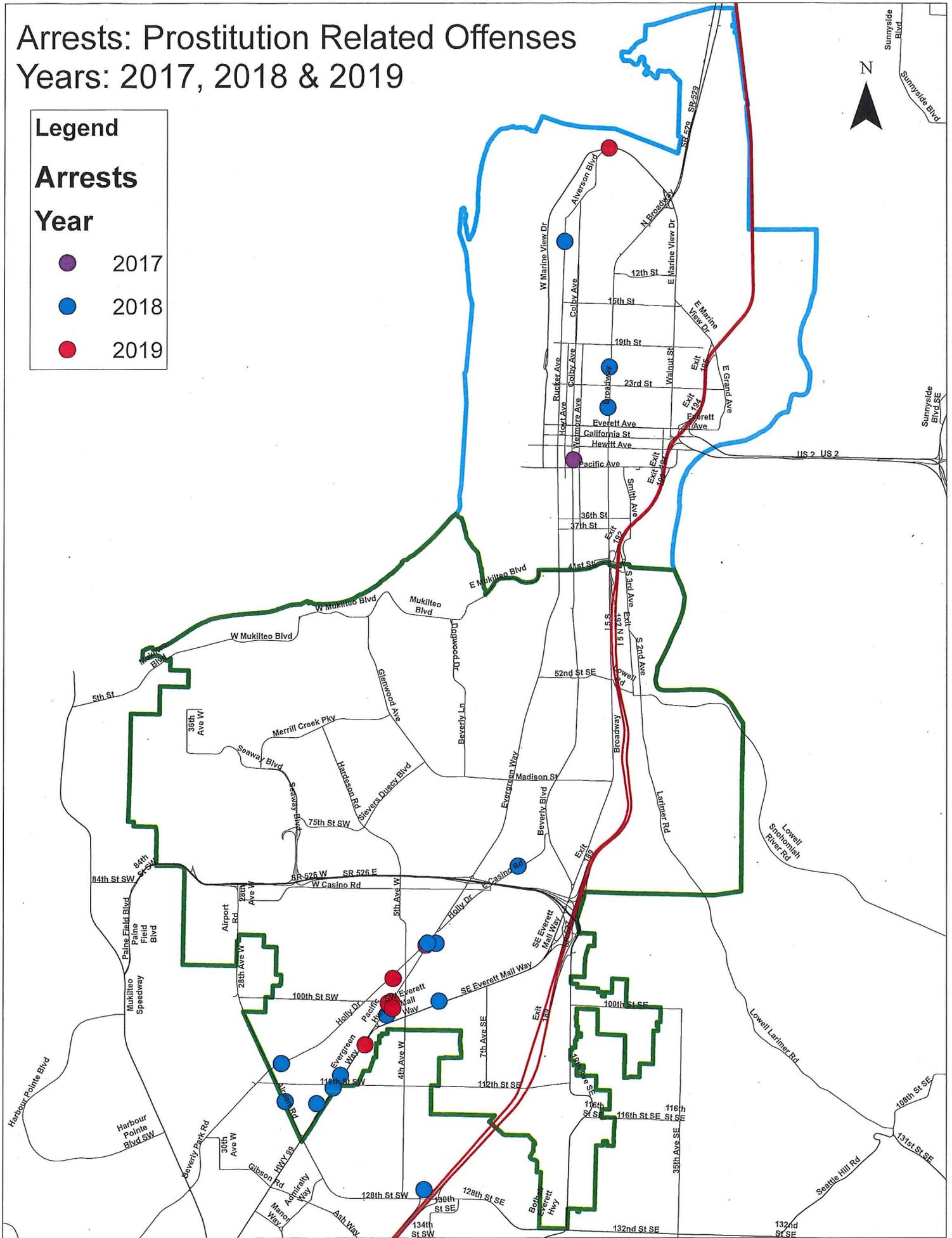
## Years: 2017, 2018 & 2019

### Legend

### Arrests

### Year

- 2017
- 2018
- 2019



# Calls For Source (Source: 911)

## Call Type: VICE

### Years: 2017, 2018 & 2019

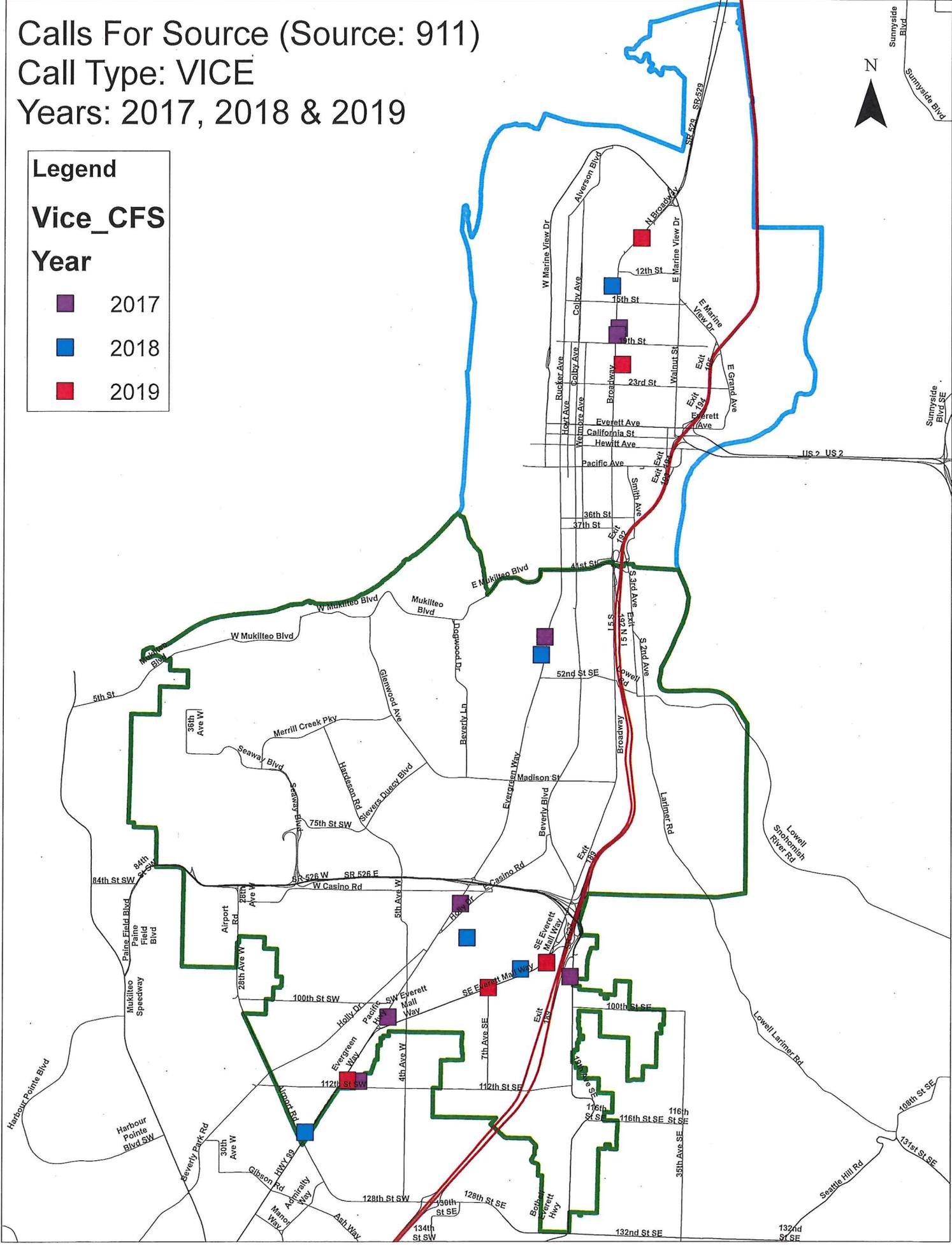


**Legend**

**Vice\_CFS**

**Year**

- 2017
- 2018
- 2019



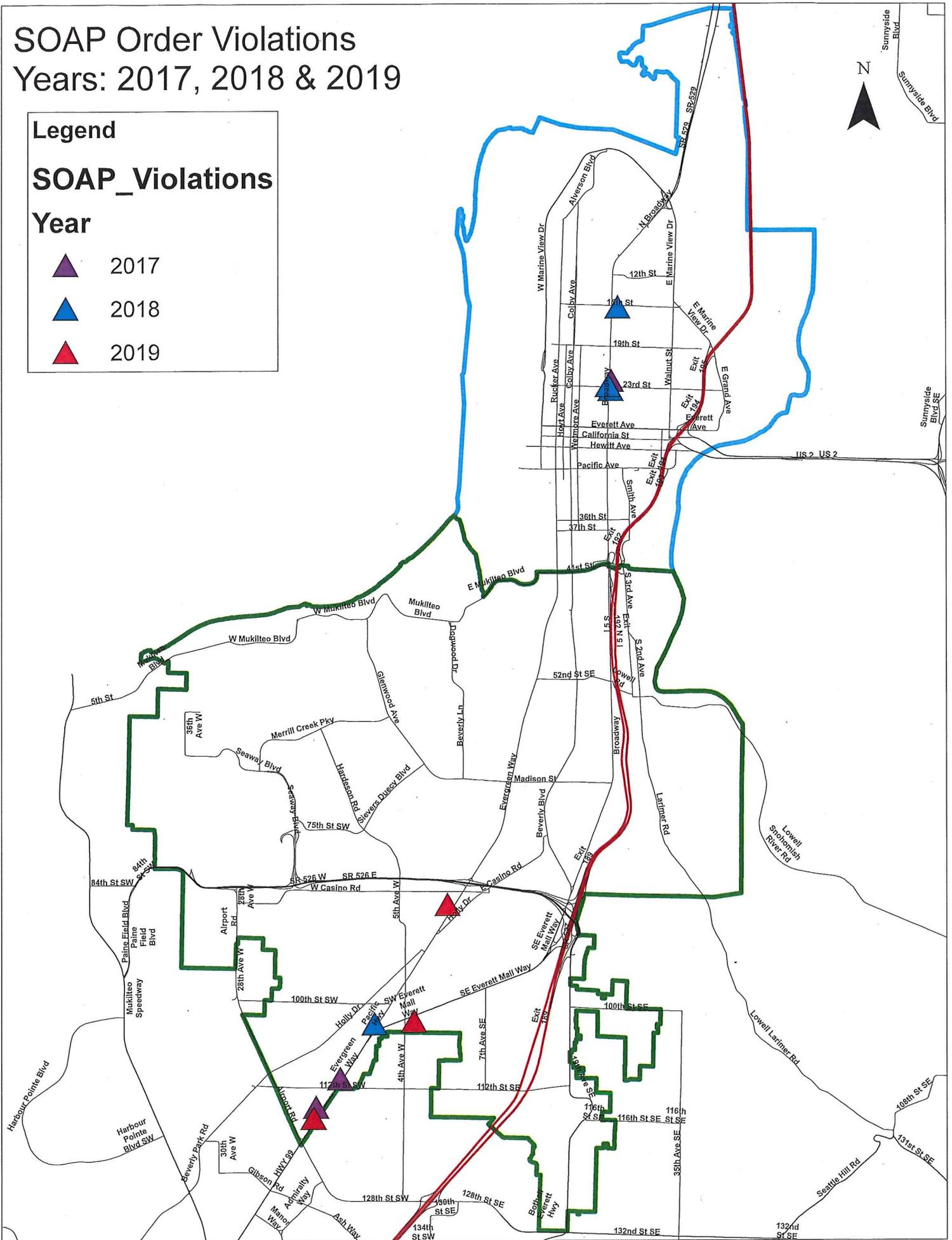
# SOAP Order Violations Years: 2017, 2018 & 2019

## Legend

### SOAP\_Violations

### Year

- ▲ 2017
- ▲ 2018
- ▲ 2019





Project title: 2020 Cultural Arts Commission Capital & Programming Grant Awards

### City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Cultural Arts Capital and Programming Grant Awards

Agenda dates requested:  
January 22, 2020

Preceding action: None

Fund: 112 5102202410

- Briefing
- Proposed action
- Consent
- Action  x
- Ordinance
- Public hearing
  - Yes
  - No  x

**Fiscal summary statement:**

*Expenditure required is \$40,000.*

Budget amendment:  
Yes  No  x

**Project summary statement:**

The city of Everett Cultural Arts Commission’s Capital Grants Program enhances the cultural life of Everett’s citizens by funding the purchase, design, construction, and remodeling of buildings used for performing arts, visual arts, and cultural activities, and the purchase of production equipment intended to be used by the recipient cultural organization for at least 10 years. Through a competitive grant application and screening process, Cultural Arts Commissioners award grant support. It is recommended by the Commissioners that the art organizations identified on the attachment receive funding to support capital projects. 2020 Capital Grant Awards total \$4,500.

PowerPoint presentation:  
Yes  No  x

Attachments:  
Grant Award Spreadsheet

Department(s) involved:  
Cultural Arts

Contact person:  
Carol Thomas

Phone number:  
425.257.7101

Email:  
cthomas@everettwa.gov

The Cultural Arts Commission has supported performing, visual and literary organizations by awarding annual programming grants for 36 years. Through a competitive grant application and screening process, Cultural Arts Commissioners make awards based upon criteria such as non-profit status, Everett-based priority and outreach to underserved youth and community. These awards enable artists and organizations to develop, produce and exhibit quality artwork and programs. They also increase exposure of the arts to the general public and strengthen partnerships with the artistic community. It is recommended that the arts organizations identified on the attachment receive grant funding to support their programming projects. 2020 Programming Grant Awards total \$35,500.

Initialed by:



Department Head

Administration

Council President

**Recommendation (exact action requested of Council):**

Concur with the recommendation of the Cultural Arts Commission and approve the 2020 Cultural Arts Capital & Programming Grant Awards as designated, in an amount not to exceed \$40,000.

ORGANIZATION	PROGRAMMING PROJECTS	RECOMMENDATION
All Aboard of America	Theatrical production, arts instructor fees- adults w special needs	1,000.00
Cocoon House	Software for music recording studio- skills training for teens	2,500.00
Everett Chorale Assn	Support for 3 chorale concerts at the EPAC	2,000.00
Everett Film Festival	Independent films focusing on women directors- EPAC	500.00
Everett Philharmonic	December family concert - free concert for kids. Introduction to instruments	2,000.00
Evergreen Community Orchestra	Free concerts in the community -	1,000.00
Flying House Productions	Seattle Men's Chorus- Civic Auditorium - outreach to Everett youth and LGBT	500.00
Imagine Children's Museum	Guest Performer Series - 11 artists from culturally diverse backgrounds	3,500.00
Marl's Place for the Arts	Perform plays written by students and performed in Evt parks	3,000.00
Olympic Ballet Theatre	Support for Nutcracker performances at EPAC	2,000.00
Pacifica Chamber Orchestra	5 chamber concerts	2,000.00
Port Gardner Bay Music Society	Artist performance stipends	1,000.00
Schack Art Center	Story Tellers. NW Coast Native Americans exhibit	3,500.00
Schack Art Center	Scholastic Art Awards at the Civic Auditorium	1,500.00
Village Theatre	2 Free Wintertide performances at the Cope Gillette Theatre	5,000.00
Village Theatre	Pied Piper Sensory-friendly performances at the Civic Auditorium	3,000.00
Village Theatre	Newsies, Pay What You Can - summerstock theatre at EPAC	1,500.00
		<b>35,500.00</b>
<b>ORGANIZATION</b>		
Everett Museum of History	CAPITAL PROJECTS	3,000.00
Music 4 Life	Community Perspectives Gallery display equipment	1,500.00
	Repair 50 donated instruments distributed to Everett orchestra programs	4,500.00



**Project title:** A briefing on the Planning Commission's recommended Climate Action Plan

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Agenda dates requested:**

1/22/2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

City of Everett 2020 State Legislative Agenda and accompanying narrative

**Department(s) involved:**

Governmental Affairs

**Contact person:**

Bob Bolerjack

**Phone number:**

425.257.8727

**Email:**

bbolerjack@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Consideration:** A briefing on the Planning Commission's recommended Climate Action Plan

**Project:**

**Partner/Supplier :** Cascadia Consulting Group

**Location:**

**Preceding action:**

**Fund:**

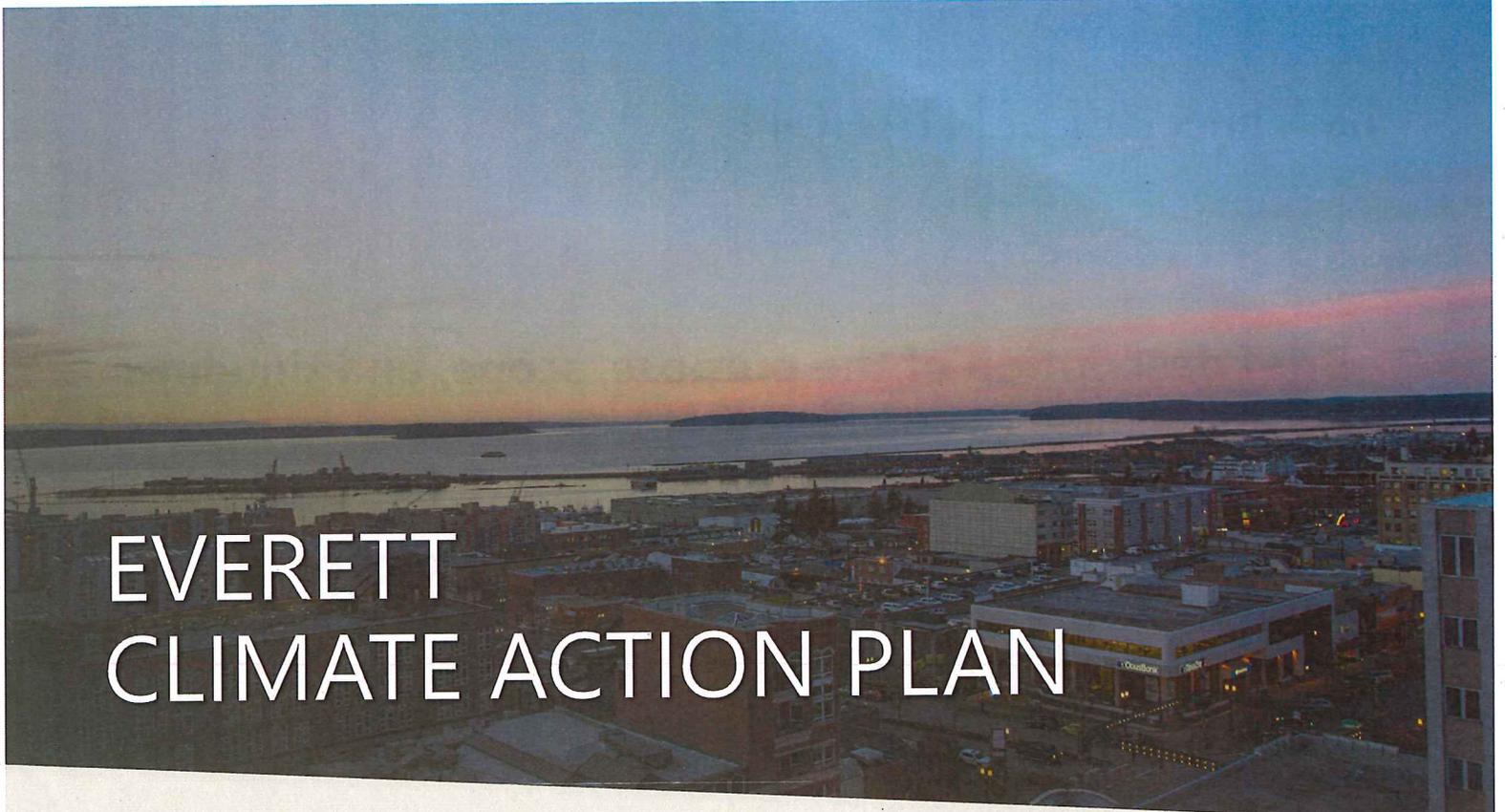
**Summary statement:**

The City Council tasked the Planning Commission with developing a City of Everett Climate Action Plan for recommendation to the Council. Following public outreach and two public hearings, the Planning Commission on Dec. 3 recommended a Climate Action Plan for Council adoption. This is a briefing on the contents of that plan.

**Recommendation:**

Briefing only.





# EVERETT CLIMATE ACTION PLAN

Britain Richardson, Lead Analyst

January 15, 2019



## IN THIS PRESENTATION

- **Brief description of the purpose, scope, and timeline** for the Climate Action Plan (CAP)
- High-level overview of draft CAP **structure and content**

# CLIMATE ACTION PLAN PROCESS

## PURPOSE AND GOALS

- Provide a **foundation** for long-term climate resilience planning
- Develop **strategic roadmap** and **menu of climate mitigation options** that City Council can prioritize
- Ensure the Climate Action Plan (CAP) captures **Everett communities' key priorities and concerns**

# FOCUS OF THE CLIMATE ACTION PLAN

- Climate mitigation strategies and actions
- Community actions
  - Individual & business
- Platform and roadmap for future work
  - More strategic than tactical



## **Transportation**

More biking, walking, transit, and clean, energy-efficient vehicles



## **Electrification**

Transition away from natural gas heat and deploy electric vehicle infrastructure



## **Green Economy**

Build a sustainable local economy with green jobs for residents



## **Compact, Multimodal Land Use**

Concentrate homes and workplaces together, with easy access to transit and amenities



## **Governance**

Provide overall leadership and capacity-building

# TIMELINE



Literature review & CAP drafting

CAP revisions & finalization

# CLIMATE ACTION PLAN OVERVIEW

---

**EVERETT**  
WASHINGTON

CITY OF EVERETT (WA)  
**CLIMATE ACTION PLAN**

DECEMBER 2019

PLANNING COMMISSION RECOMMENDED DRAFT

**CASCADIA**  
CONSULTING GROUP

# CLIMATE ACTION PLAN STRUCTURE

- 5** The Plan at a Glance
- 8** Introduction
- 13** Climate Change and Everett
- 21** Mitigation Strategies and Actions
- 35** Implementation and Evaluation
- 36** What You Can Do
- 37** Appendices

## INTRODUCTION—PAGE 8

- Why a Climate Action Plan?
- Vision** for the Future
- Plan Overview
  - Plan Organization
  - Plan Development
- GHG Emissions Reduction **Targets**
- Building on a Foundation

### VISION FOR THE FUTURE

**The City of Everett is a leader in climate action and the green economy.**

**We partner with communities and businesses to work toward carbon neutrality; sustain healthy, resilient, and livable communities; preserve the natural environment and a robust local economy; and enhance quality of life for all residents for generations to come.**

## CLIMATE CHANGE AND EVERETT—PAGE 13

This section includes:

- An overview of the **impacts of climate change on Everett**
  - Temperature
  - Sea Level Rise
  - Precipitation
  - Snowpack
  - Streamflow and Stream Temperature
  - Flooding
  - Native Tree and Plant Habitats
  - Human Health Impacts
  - Economic Impacts
- An overview of **Everett's community GHG emissions**

# MITIGATION STRATEGIES & ACTIONS—PAGE 21

- Goals
- Strategies
- Potential actions
  - Systemic change
  - Low-hanging fruit



## **Transportation—Page 24**

More biking, walking, transit, and clean, energy-efficient vehicles



## **Electrification—Page 26**

Transition away from natural gas heat and deploy electric vehicle infrastructure



## **Compact, Multimodal Land Use—Page 33**

Concentrate homes and workplaces together, with easy access to transit and amenities



## **Green Economy—Page 28**

Build a sustainable local economy with green jobs for residents



## **Governance—Page 23**

Provide overall leadership and capacity-building

# HOW TO READ THE STRATEGIES & ACTIONS

## Goal Name

ID	Action	City Lead	Benefits	Community/Municipal
<b>Strategy number and name</b>				
Action ID	Action name/ description	The department within the City responsible for implementation	Potential benefits of action (see below)	Whether the action focuses on government operations or the community (see below)
Yellow highlighted cells indicate the highest priority actions.				

# HOW TO READ THE STRATEGIES & ACTIONS



## Municipal

This icon indicates that the action is focused on City government operations.



## Community

This icon indicates that the action is focused on the broader Everett community.



## Municipal/Community

This icon indicates that the action is focused on both government and the community.

## Benefits



## GHG Emission Reduction Potential

This icon indicates that the action could have a higher GHG reduction potential because the action targets a large source of emissions or is very direct.



## Public Health

This icon indicates that the action could have a higher positive impact on public health.



## Equity

This icon indicates that the action could have a higher positive impact on equity within the community.



## Cost/Affordability

This icon indicates that the action could be more cost-effective for the City and community, and/or funding for the action is already available.



## Feasibility

This icon indicates that the action could be highly feasible technically, politically, and socially under current conditions.



## Resilience

This icon indicates that the action could have a higher positive impact on community resilience to climate change.



## Economic Growth

This icon indicates that the action could have a higher positive impact on economic growth in the community.



## Leadership

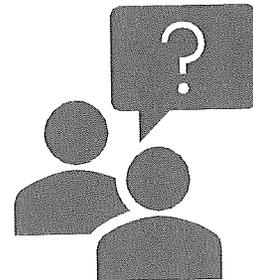
This icon indicates that the action could have a high potential for Everett to be innovative and demonstrate its leadership in climate action.

## PLAN CONCLUSION

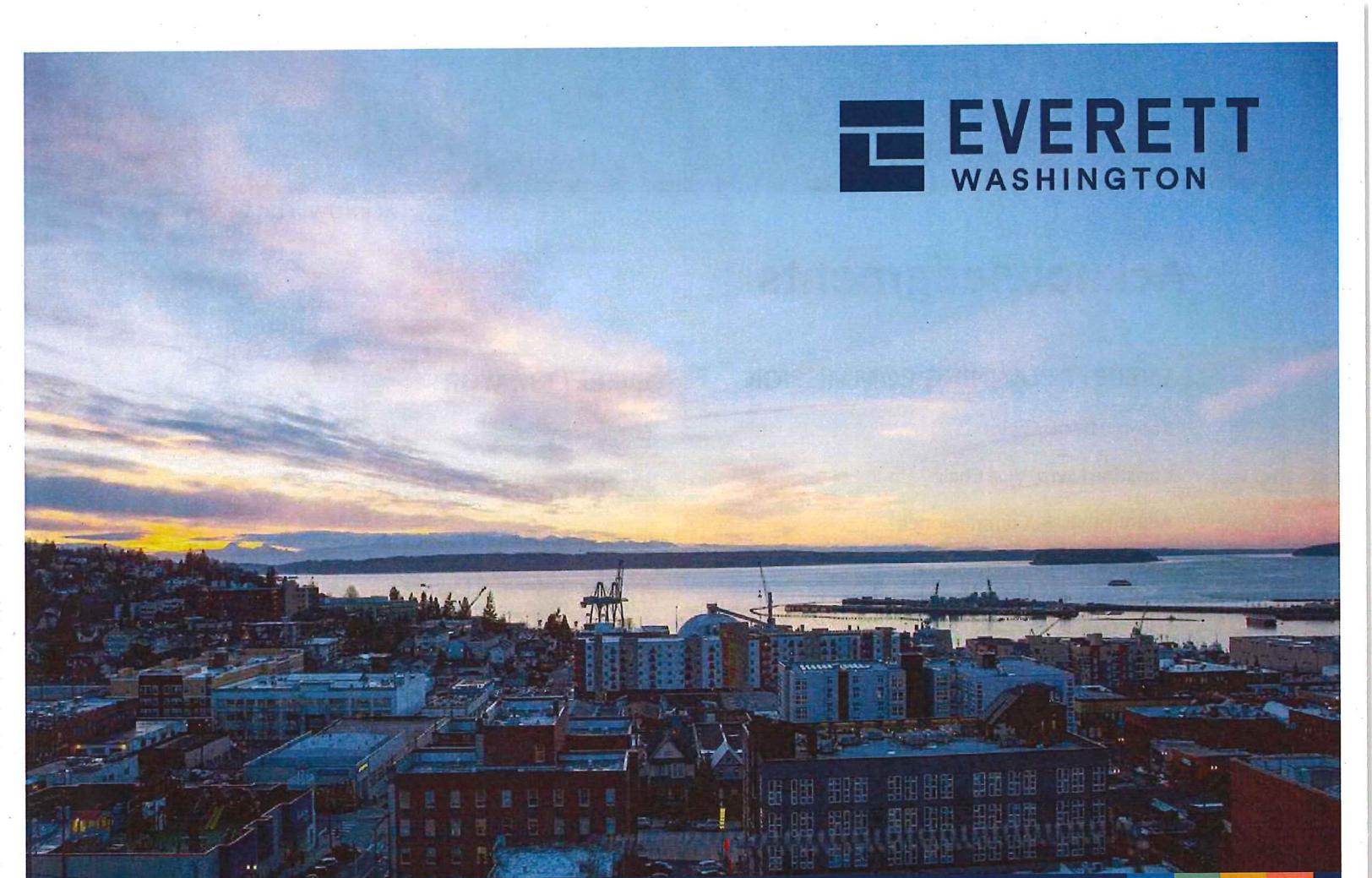
- Implementation and Evaluation—Page 35
- What You Can Do—Page 36
- Appendices—Page 37 (public input/open house, implementation/evaluation frameworks, criteria analysis)

THANK YOU!

Questions?



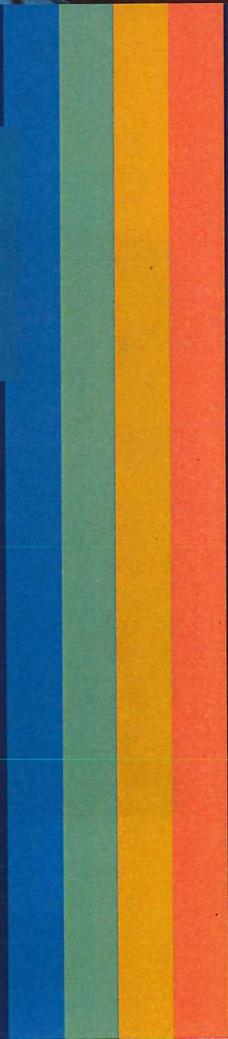


An aerial photograph of Everett, Washington, taken at sunset. The city's buildings and streets are visible in the foreground, leading to a large body of water (the Everett Harbor) in the middle ground. The sky is filled with soft, colorful clouds in shades of blue, orange, and yellow, with the sun low on the horizon. In the background, distant mountains are visible under the twilight sky.

# CITY OF EVERETT (WA) CLIMATE ACTION PLAN

DECEMBER 2019

PLANNING COMMISSION RECOMMENDED DRAFT



# Acknowledgments

## EVERETT PLANNING COMMISSION

Kathryn Beck, Chair

Christine Lavra, Vice Chair

Adam Yanasak, Commissioner

Carly McGinn, Commissioner

Chris Holland, Commissioner

Greg Tisdell, Commissioner

Michael Zelinski, Commissioner

Alex Lark, Alternate

Michael Finch, Alternate

## CITY OF EVERETT STAFF

Karen Stewart, Environmental Planner

Bob Bolerjack, Executive Director

## EVERETT MAYOR

Cassie Franklin

## EVERETT CITY COUNCIL

Scott Bader, Council President

Jeff Moore, Council Member

Scott Murphy, Council Member

Paul Roberts, Council Member

Brenda Stonecipher, Council Member

Judy Tuohy, Council Vice President

Liz Vogeli, Council Member

## PREPARED BY

Cascadia Consulting Group



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## Acronyms

Acronym	Full Name
CO <sub>2</sub>	Carbon dioxide
CO <sub>2</sub> e	Carbon dioxide equivalent
KT	Kilotons, thousand metric tons
MT CO <sub>2</sub> e	Metric tons of carbon dioxide equivalent
GHG	Greenhouse gas
EV	Electric vehicle
VMT	Vehicle miles traveled
CAP	Climate Action Plan

# The Plan at a Glance

Global greenhouse gas (GHG) emissions are changing the climate in ways that threaten the vitality, livability, and prosperity of the Everett community. The City of Everett is projected to encounter changes in temperature, rain and snowfall, sea level, and flooding frequency. The City is committed to reducing local GHG emissions to help stabilize the global climate. This community-level Climate Action Plan (CAP) is the first of its kind for the City of Everett. It provides a long-term vision and strategic roadmap for reducing GHG emissions and preparing for climate change in the City. This CAP represents the first phase of an ongoing and evolving process.

## VISION FOR THE FUTURE

The City of Everett is a leader in climate action and the green economy.

We partner with communities and businesses to work toward carbon neutrality; sustain healthy, resilient, and livable communities; preserve the natural environment and a robust local economy; and enhance quality of life for all residents for generations to come.

## OUR TARGETS

The goal of the Everett Climate Action Plan is to reduce Everett’s greenhouse gas (GHG) emissions. The emissions reductions targets proposed for the City of Everett reaffirm the 2050 target set in 2014 and are consistent with targets set by cities around the Puget Sound Region.

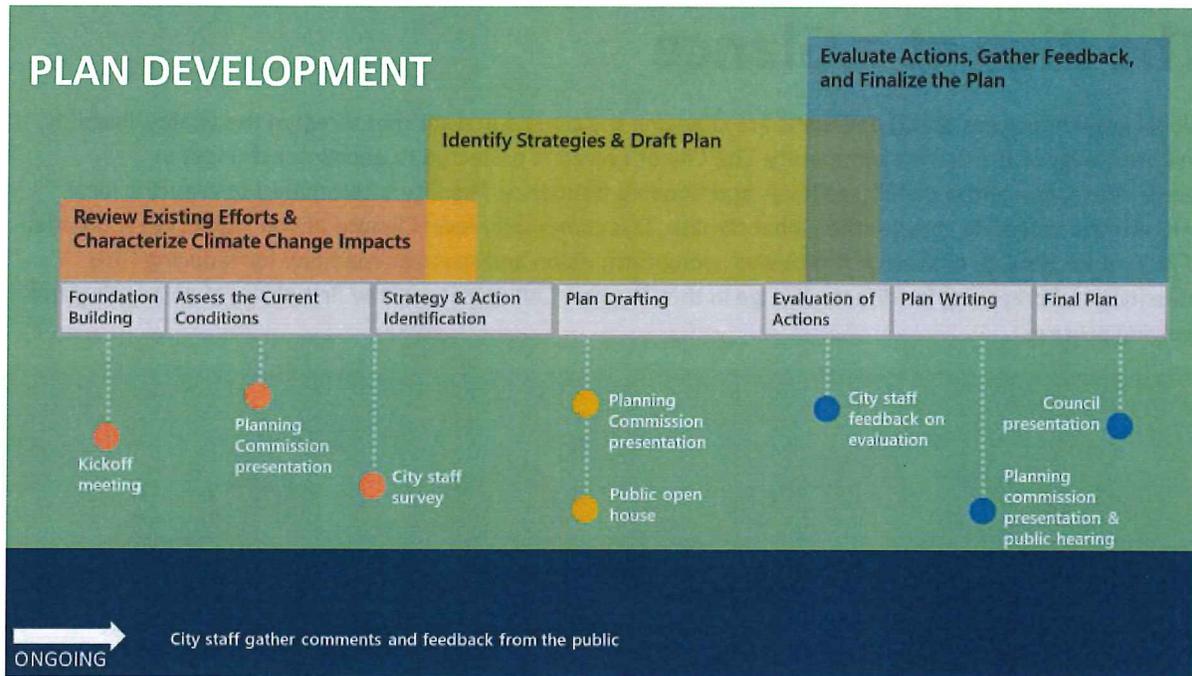
### COMMUNITY TARGET

Reduce Everett community GHG emissions **50% by 2030** and **80% by 2050**, compared to the 2014 baseline.



### MUNICIPAL OPERATIONS TARGET

Reduce municipal GHG emissions **50% by 2030** and achieve **carbon neutrality by 2050**.



## CLIMATE IMPACTS

The impacts of climate change—including heat waves, changing precipitation patterns, and sea level rise—are occurring now. To reduce these potential impacts, substantial reductions in GHG emissions are needed.

Climate change has already affected and will continue to affect Everett. Climate change is expected to increase the frequency and severity of heat stress, respiratory disease, and vector-borne diseases. City disaster and relief costs will likely increase as climate-related natural disasters become more frequent and intense. Disaster response and relief costs are anticipated to increase as flooding, storms, droughts, wildfires and smoke, and other climate-related natural disasters become more common.

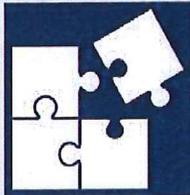
Climate change is anticipated to affect buildings, stormwater infrastructure, transportation infrastructure, community services, and land-use planning and development.

## IMPLEMENTATION

The City of Everett will lead implementation of the Climate Action Plan. One of the priority actions set forth in this CAP includes the creation of a sustainability coordinator who can plan for and conduct implementation, reporting, and evaluation of the CAP based on an established framework. This framework will identify who will lead and partner on each action, a timeframe, key performance indicators to measure progress, funding strategies, and other key factors necessary for successful implementation. The CAP is only the beginning of an ongoing process that will require flexibility and adaptive management in the coming years.

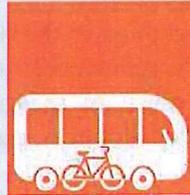
### GOALS, STRATEGIES, AND ACTIONS

The CAP presents goals, strategies, and actions in these five focus areas. The table below summarizes goals and strategies; actions are presented in the *Mitigation Strategies and Actions* chapter beginning on page 21.



**Governance (GO)**

Provide overall leadership and capacity-building



**Transportation (T)**

Promote more biking, walking, transit, and clean, energy-efficient vehicles



**Electrification (E)**

Transition away from natural gas heat and deploy electric vehicle infrastructure



**Green Economy (GE)**

Build a sustainable local economy with green jobs for residents



**Compact, Multimodal Land Use (LU)**

Concentrate homes and workplaces together, with easy access to transit and amenities

<b>Goal GO-1: Strengthen capacity to support climate action.</b>
Strategy GO-1.1: Improve City staff knowledge of and capacity for their role in climate action.
<b>Goal T-1: Embrace non-car travel.</b>
Strategy T-1.1: Prioritize, incentivize, and promote transportation by biking, walking, and transit.
Strategy T-1.2: Reduce commute trips.
<b>Goal T-2: Transition to the use of clean, energy-efficient vehicles.</b>
Strategy T-2.1: Transition to electric vehicles (EVs).
<b>Goal E-1: Eliminate natural gas from new and existing buildings.</b>
Strategy E-1.1: Mandate all-electric construction.
<b>Goal E-2: Electrify the transportation system through infrastructure development.</b>
Strategy E-2.1: Create a robust electric vehicle (EV) charging station network.
<b>Goal GE-1: Position Everett as a green economy hub of the future.</b>
Strategy GE-1.1: Incentivize green infrastructure.
Strategy GE-1.2: Recruit and support green business and industry.
<b>Goal GE-2: Prepare Everett residents for jobs in the green economy.</b>
Strategy GE-2.1: Increase education, workforce training, and local recruitment in green jobs and fields.
<b>Goal GE-3: Promote the local, circular economy.</b>
Strategy GE-3.1: Incentivize local and green purchasing for city government and the community.
Strategy GE-3.2: Catalyze a sharing and reuse economy.
Strategy GE-3.3: Support local agriculture and small businesses.
<b>Goal LU-1: Create centralized activity centers with a dense and diverse mix of services, amenities, jobs, and housing types in areas well-served by public transit.</b>
Strategy LU-1.1: Support intentional high-density development.
<b>Goal LU-2: Develop vibrant, healthy, and livable neighborhoods.</b>
Strategy LU-2.1: Improve neighborhood walkability.
Strategy LU-2.2: Increase, protect, and restore green spaces and natural areas within the community.

# Introduction

## WHY A CLIMATE ACTION PLAN?

Global greenhouse gas (GHG) emissions are changing the climate in ways that threaten the vitality, livability, and prosperity of the Everett community. The City of Everett is projected to encounter changes in temperature, precipitation, rain and snowfall, sea level, and flooding frequency. These changes will exacerbate existing concerns and introduce new challenges to Everett's natural resources, economy, infrastructure, and quality of life.

The City of Everett is committed to reducing local GHG emissions to stabilize the global climate. This Climate Action Plan (CAP) builds on the City's past successes and strengths in other planning and implementation efforts and sets new targets—a 50% reduction in GHG emissions by 2030 and an 80% reduction by 2050—to protect the wellbeing of its residents for decades to come. As one of the fastest-growing cities in the Puget Sound region, the City of Everett will face particular challenges in attempting to curb GHG emissions. However, the cost of inaction is too high—and the benefits of climate action are too large—not to act now.

This community-level CAP is the first of its kind for the City of Everett. It provides a long-term vision and strategic roadmap for reducing GHG emissions and preparing for climate change in the community. This CAP represents the first phase of an ongoing and evolving process. It was written for the community—building on knowledge of projected local climate changes, sources of GHG emissions, and community vulnerabilities, priorities, ideas, and concerns. It focuses on foundational activities that set up Everett for future successes, along with those that achieve the greatest emissions reductions and create transformational change in a cost-effective and equitable manner. The entire community—Everett businesses, residents, and visitors—has a role in both implementing the CAP and enjoying its benefits.

## VISION FOR THE FUTURE

The City of Everett is a leader in climate action and the green economy.

We partner with communities and businesses to work toward carbon neutrality; sustain healthy, resilient, and livable communities; preserve the natural environment and a robust local economy; and enhance quality of life for all residents for generations to come.

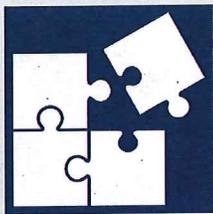
Everett's greatest impact on emissions reductions will likely be through creating and promoting a **safe, healthy, and sustainable community** with buildings, transit, freight movement, and cars powered by **clean, renewable energy** that fuels our **thriving, local green economy**. This green economy creates plentiful local green jobs that will employ the community and promotes low-carbon and low-waste goods. Through this plan, the City of Everett can demonstrate successful carbon reduction and help inform other communities.

## PLAN OVERVIEW

### Plan Organization

The goals, strategies, and actions in this CAP—which together build the strategic roadmap for reducing GHG emissions—are organized into five focus areas. The first, **Governance**, is aimed at laying the groundwork for future implementation success and ensuring government and community resources are in place to support actions in the other focus areas. The other four focus areas—**Transportation**, **Electrification**, **Green Economy**, and **Compact, Multimodal Land Use**—represent the community sectors identified in the City’s prior work to have the greatest opportunity for GHG emissions reductions.

Adapting to climate change impacts is not an explicit focus of this foundational CAP effort, as many of the City’s existing plans and work already support climate adaptation. However, actions within this CAP are evaluated and prioritized based on their potential to increase community resilience to the impacts of climate change, among other key factors.



#### Governance

Provide overall leadership and capacity-building



#### Transportation

Promote more biking, walking, transit, and clean, energy-efficient vehicles



#### Electrification

Transition away from natural gas heat and deploy electric vehicle infrastructure



#### Green economy

Build a sustainable local economy with green jobs for residents



#### Compact, multimodal land use

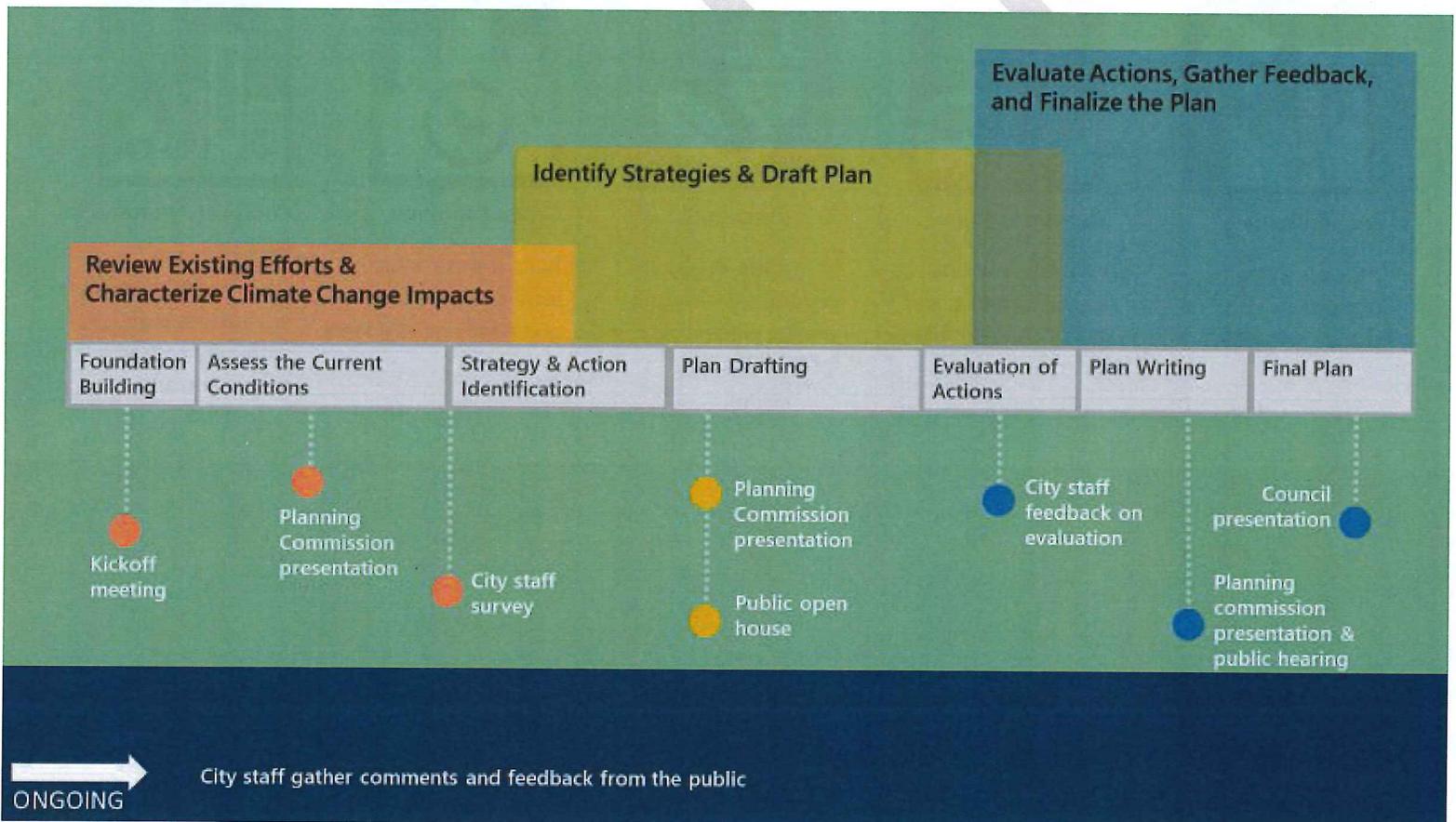
Concentrate homes and workplaces together, with easy access to transit and amenities



### Plan Development

This CAP is the product of a six-month public and stakeholder engagement process that included a community open house, City staff surveys, presentations at three Planning Commission meetings, engagement at community events, and collaboration with concurrent planning efforts. The CAP was not developed in a vacuum, but rather within an active community that is already working to improve quality of life through planning and projects. This CAP recognizes, connects to, and builds on these existing activities. Everett plans that informed this CAP include:

- ▶ Hazard Mitigation Plan (2018)
- ▶ Comprehensive Plan, Climate Change & Sustainability Element (2017)
- ▶ Climate Action Inventory (2018)
- ▶ Urban Carbon Reduction Strategies and Wedge Analysis (2016)
- ▶ Climate Action Plan for Municipal Operations (2011)
- ▶ Everett Transit Draft Long Range Plan (2018)
- ▶ Stormwater Management Program Plan (2019)



## TARGETS

This CAP will guide the City of Everett and its community in reducing GHG emissions, preparing for climate risks, and protecting the health and wellbeing of current and future residents. This plan reaffirms the GHG reduction targets set in 2014 and is consistent with targets set by cities around the Puget Sound region.

- ▶ **Everett’s communitywide target:** Reduce Everett community GHG emissions 50% by 2030 (50x30) and 80% by 2050 (80x50), compared to its 2014 baseline.
- ▶ **Everett’s municipal operations target:** Reduce municipal GHG emissions 50% by 2030 (50x30) and achieve carbon neutrality by 2050.

Numerous cities in Washington and around the United States have established emissions reduction targets, as noted in the table below. These peer cities and municipalities helped inform Everett’s emissions reduction goals. Everett contributes to global emissions reductions by reducing GHGs associated with its municipal, residential, commercial, and industrial activities.

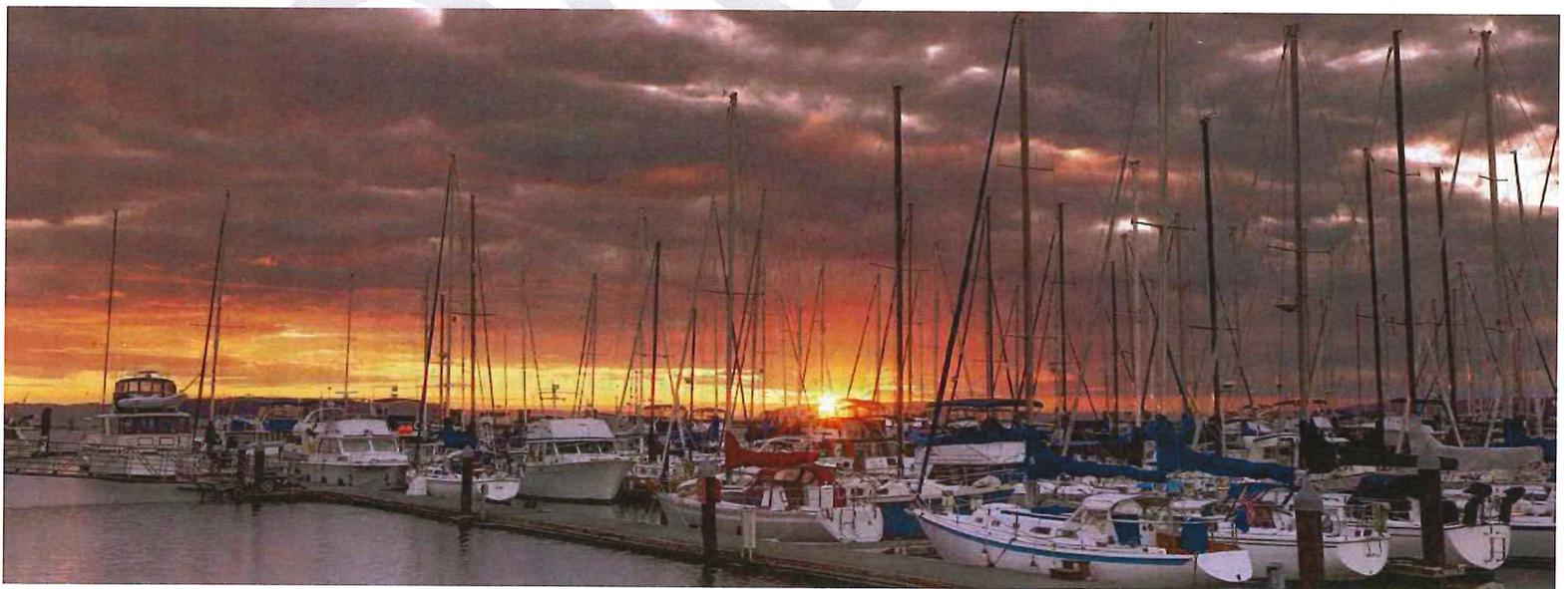
Communitywide Targets	Municipal Operations Targets
<p>Dozens of cities around the United States have established emissions reduction targets. Local community targets include the following:</p> <ul style="list-style-type: none"> <li>▶ 40% reduction by 2030                             <ul style="list-style-type: none"> <li>• Portland, Oregon (1990 baseline)</li> </ul> </li> <li>▶ 40% reduction by 2020 (1990 baseline)                             <ul style="list-style-type: none"> <li>• Tacoma</li> </ul> </li> <li>▶ 50% reduction by 2030                             <ul style="list-style-type: none"> <li>• King County, Redmond, Issaquah (2007 baseline)</li> </ul> </li> <li>▶ 80% reduction by 2050                             <ul style="list-style-type: none"> <li>• King County, Redmond, Issaquah, Shoreline (2007 baseline)</li> <li>• Portland, Oregon (1990 baseline)</li> </ul> </li> <li>▶ Zero net emissions by 2050                             <ul style="list-style-type: none"> <li>• Seattle</li> </ul> </li> </ul>	<p>Many cities with communitywide GHG emissions reduction targets also adopt targets for their municipal operations, which often have similar or more aggressive timelines than communitywide targets. Examples include:</p> <ul style="list-style-type: none"> <li>▶ 25% reduction by 2020                             <ul style="list-style-type: none"> <li>• King County</li> </ul> </li> <li>▶ 50% reduction by 2030                             <ul style="list-style-type: none"> <li>• King County</li> </ul> </li> <li>▶ 53% reduction by 2030                             <ul style="list-style-type: none"> <li>• Portland, Oregon (2006 baseline)</li> </ul> </li> <li>▶ 80% reduction by 2050                             <ul style="list-style-type: none"> <li>• Nashville, Tennessee</li> </ul> </li> <li>▶ Zero net emissions by 2050                             <ul style="list-style-type: none"> <li>• Seattle</li> <li>• Columbia, Missouri</li> </ul> </li> </ul>

The reduction of 50% of GHG emissions by 2030 aligns with Everett’s previously established wedge analysis and is comparable to cities of similar size, population, and/or region. Generally, it is easier for cities to achieve more ambitious municipal targets compared to communitywide targets, which is why Everett’s 2050 target is greater for its municipal operations. Everett reaffirms this long-term target. Pursuing this target affirms the City’s commitment to advancing global goals for GHG neutrality by the second half of the century.

## BUILDING ON A FOUNDATION

Over the years, the City of Everett has taken actions to monitor and reduce GHG emissions while mitigating and adapting to the impacts of climate change. In 2007, for example, the City joined a network of local governments and began conducting GHG emissions inventories for municipal and community operations to inform its policies and programs. Highlights of Everett's plans, policies, and programs include the following:

- ▶ **Mayors Climate Protection Agreement (2006):** Mayor Stephanson signed the Climate Protection Agreement, joining with hundreds of U.S. cities in committing to meet or beat the Kyoto Protocol targets, urge federal and state governments to enact GHG reduction policies, and urge Congress to pass bipartisan legislation to reduce greenhouse gas emissions.
- ▶ **Climate Action Plan (2011):** Everett's Climate Action Plan identified programs and policies to reduce GHG emissions from municipal operations. A wide variety of measures were identified to decrease operational emissions by 40% by 2030, including HVAC and lighting retrofits, green purchasing, waste reduction, and hybrid vehicle purchasing.
- ▶ **Hazard Mitigation Plan (2018):** The Hazard Mitigation Plan took inventory of climate change impacts to the Everett area. The analysis identified a wide variety of impacts of climate change on property, critical infrastructure, public health, the environment, and the economy. The plan addressed mitigation measures the City could take to increase hazard resilience.
- ▶ **"Smart Move" Ride Share Program:** Provides incentives to encourage the use of public transit, carpooling, vanpooling, biking, and walking for commuting to work.
- ▶ **Compressed Work Week:** Approximately 360 full-time City employees work a compressed schedule, rather than the standard five-day week, resulting in a reduction in GHG emissions from employees commuting to and from work.
- ▶ **Department of Energy Grant:** In 2009, the City received a \$1.4 million grant for energy efficiency projects, including the Community Housing Improvement Program, HVAC replacement systems, and solar-powered trash compactors.



# Climate Change and Everett

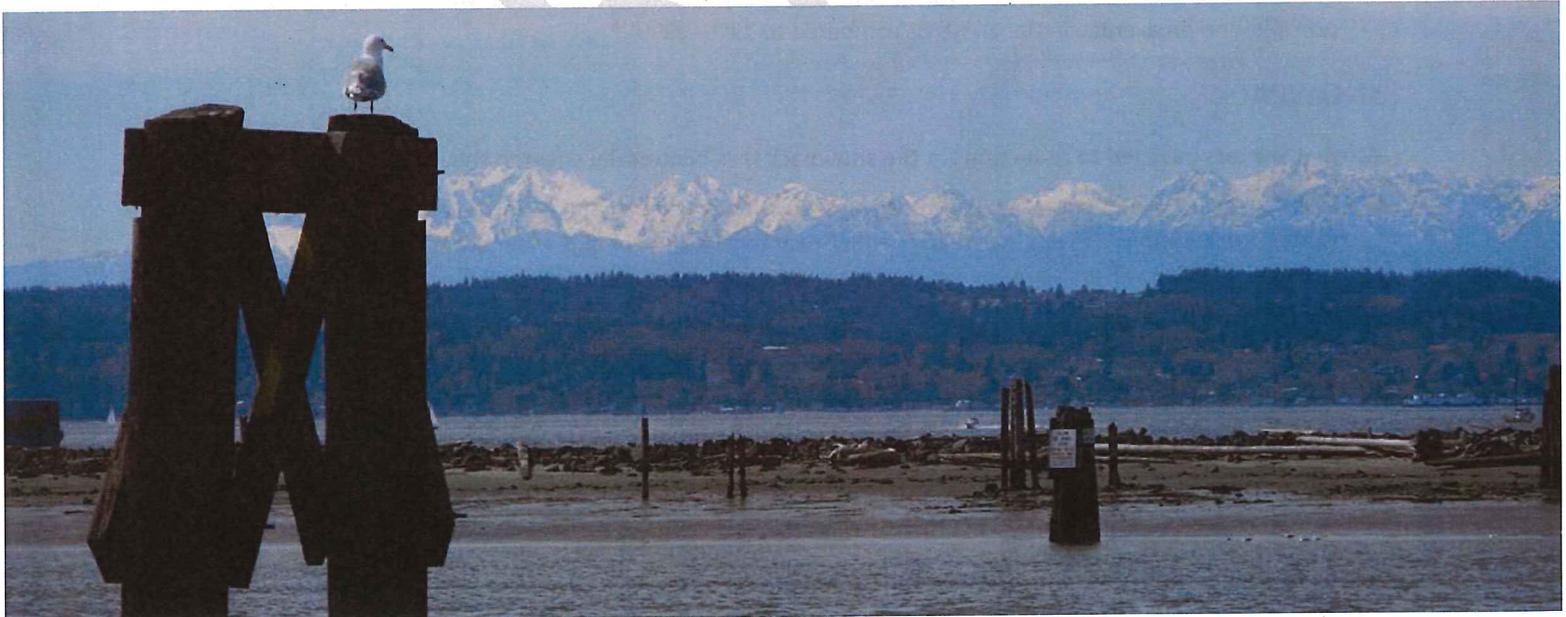
The plants and animals on our planet generally are able to adapt to a climate that changes slowly over thousands of years. However, when the climate changes rapidly—as we are seeing today—drastic consequences, such as mass extinctions, can occur. This swift change in climate is being driven by decades of burning fossil fuels and other human activities that have released dangerous levels of heat-trapping gases into the atmosphere. These greenhouse gases—carbon dioxide, methane, nitrous oxides, and others—are changing our climate in ways that threaten to destabilize global weather patterns and ecosystems.

This section presents the context of climate change in the City of Everett, including an overview of anticipated climate changes and associated impacts, and an overview of the sources of greenhouse gas emissions produced by the Everett community.

## TEMPERATURE

**By mid-century, under the current emissions pathway, the average year in Washington is projected to be warmer than the hottest year of the 20<sup>th</sup> century.<sup>1</sup>**

- ▶ As compared to historical trends, the average year in Snohomish County during the mid-century is projected to be 4 to 5.5°F warmer.<sup>2</sup>
- ▶ Heat waves are projected to increase in intensity, while cold nights are projected to become less severe.<sup>3</sup>
- ▶ Increased likelihood of droughts and wildfires.
- ▶ Increased likelihood of heat stress and heat-related deaths. Heat events also trap air pollution and humidity, which affect daily health and generally decrease city labor productivity (refer to *Human Health Impacts* section on page 17 for additional details).



<sup>1</sup> Snover et al., 2019.

<sup>2</sup> NOAA, 2019.

<sup>3</sup> Mauger et al., 2015.

## SEA LEVEL RISE

In Washington, the latest projections available indicate increases in sea level rise across all emissions scenarios by 2100.<sup>4</sup>

- ▶ The rate at which sea level rises in Puget Sound depends on the rate of global absolute sea level rise and regional factors, such as ocean currents, wind patterns, location, and elevation.
- ▶ In areas where the land is sinking, the regional relative sea level rise will be greater than the absolute sea level rise, and in regions where the land is rising, relative sea level rise will be less than the absolute sea level rise.
- ▶ Relative sea level rise is projected to increase the Snohomish River levels between 4–14 inches by 2050.<sup>5</sup> Absolute sea level rise is projected to nearly triple under both the low and high GHG emissions scenarios between 2050 and 2100.
- ▶ Sea level rise will lead to greater storm surge impacts as a higher sea level translates to higher water levels during storm events. However, it is unclear how storm surge (independent of sea level rise) will change in the future.<sup>6</sup>
- ▶ Projected relative sea level rise by 2050 is estimated at 0.5–0.9 feet under the low GHG emissions scenario and increases to approximately 1.2–2.4 feet under the high GHG emissions scenario.<sup>7</sup>

## PRECIPITATION

Precipitation variability is projected to continue to increase, causing greater seasonal extremes.

- ▶ Washington is projected to see an increase in precipitation under all emissions scenarios (+3.7–4.6% higher on average in the 2050s as compared to 1970–1999).
- ▶ Wetter conditions are anticipated in spring, fall, and winter (+8.3–10.2% higher on average in the 2050s as compared to 1970–1999), while the summers are projected to get drier and warmer (-7 to -8.2% lower precipitation on average in the 2050s as compared to 1970–1999).<sup>8</sup>

## SNOWPACK

Warmer winters have led to reductions in the snowpack that historically covered the region's mountains.<sup>9</sup>

- ▶ In 2015, record winter warmth led to record-low snowpack in much of the Northwest's mountains, as winter precipitation fell as rain instead of snow, resulting in drought and water scarcity.<sup>10</sup>
- ▶ Less precipitation will arrive in the form of snow, reducing spring snowmelt and in-stream water flows during the summer months.
- ▶ The reliability of Everett's municipal water supply is anticipated to remain largely unaffected, meaning no water shortages are projected through the 2080s.<sup>11</sup>

<sup>4</sup> Miller et al., 2018.

<sup>5</sup> Mauger et al., 2018.

<sup>6</sup> Mauger, Lee, and Won, 2018.

<sup>7</sup> Vano et al., 2010.

<sup>8</sup> Mauger et al., 2015.

<sup>9</sup> Mote, Li et al., 2018.

<sup>10</sup> Mote, Rupp et al., 2016.

<sup>11</sup> Vano et al., 2010.

## STREAMFLOW AND STREAM TEMPERATURE

While annual streamflow volumes are not projected to change significantly,<sup>12</sup> seasonal streamflow volume and timing are expected to shift based largely on the proportion of precipitation falling as snow and rain.

- ▶ As snowpack declines, spring runoff is expected to shift earlier in the year.
- ▶ As summer grows warmer, summer streamflow is anticipated to decline significantly across Puget Sound watersheds, including the Snohomish River.
- ▶ Daily peak river flow is projected to increase in the Snohomish River over time, with the largest changes projected for the two-year events and smallest changes for 100-year events.<sup>13</sup>
- ▶ Stream temperatures are projected to increase between 4 to 4.5°F by the 2080s.<sup>14</sup>
- ▶ The duration of low-flow periods is expected to increase as well.<sup>15</sup>

## FLOODING

Flood risk is projected to increase in the future, due to a combination of decreased snowpack and more intense heavy rains. Area flooded is projected to increase 19–69% by the 2080s, due to combination of high river flows and sea level rise.<sup>16</sup>

- ▶ As the amount of winter precipitation falling as rain rather than snow increases, increased streamflow and flood risk is projected to occur in the Snohomish River.<sup>17</sup> However, some projections indicate a decrease in peak flows in the future.<sup>18</sup>
- ▶ Transient (mixed rain and snow) basins such as the lower Snohomish River are most at risk for flooding due to the expected increase in winter precipitation falling primarily as rain instead of snow.<sup>19</sup>
- ▶ Regional models suggest that heavy rainfall events in Western Washington may intensify by 22% by the 2080s and that these increases would likely lead to increases in streamflow and increased risk of flooding. Not only is it projected that these events increase in intensity, but they are anticipated to occur more often, occurring 7 days per year by the 2080s, compared to 2 days a year historically.<sup>20</sup>
- ▶ Coastal flooding can make it harder for river floodwaters to drain into Puget Sound. The area flooded during a 100-year event in the Snohomish River floodplain is expected to increase 23% by the 2080s due to the combined impact of coastal and inland flooding.<sup>21</sup>

<sup>12</sup> Hamlet et al., 2013.

<sup>13</sup> Mauger, Lee, and Won, 2018.

<sup>14</sup> Hamlet et al., 2013.

<sup>15</sup> Mauger et al., 2015.

<sup>16</sup> Mauger et al., 2014.

<sup>17</sup> Mauger et al., 2015.

<sup>18</sup> Mauger, Lee, and Won, 2018.

<sup>19</sup> Mauger et al., 2015.

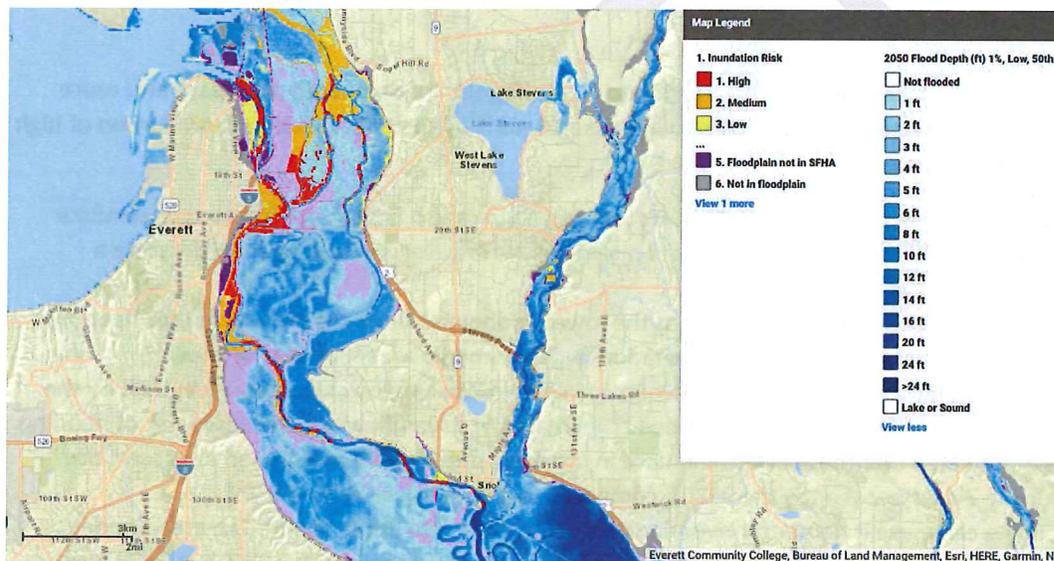
<sup>20</sup> Mauger et al., 2015.

<sup>21</sup> Petersen et al., 2015.

The area in Everett that could flood during regular high tides by the 2050s (as a result of a 100-year flooding event) is projected to increase. Figure 1 shows that the City of Everett has varying inundation risk, or risk of water covering normally dry land:

- ▶ Dark blue indicates deeper water; these areas may be affected even when the flow is not especially high.
- ▶ Light blue indicates shallower water; these areas may only be seriously flooded during the most extreme flooding events.
- ▶ Red indicates areas of high vulnerability to inundation.
- ▶ Orange indicates areas of medium vulnerability to inundation.
- ▶ Yellow represents areas with low vulnerability to inundation.

**Figure 1. Everett inundation risk and flood depth from a 100-year flooding event.** Projections are for the low emissions scenario by the 2050s.<sup>22</sup>



## NATIVE TREE AND PLANT HABITATS

Terrestrial ecosystems in Washington are projected to experience a continued shift in the distribution of species, changes in forest growth and health, increases in fire activity, and changes in risk from insects, diseases, and invasive species.<sup>23</sup>

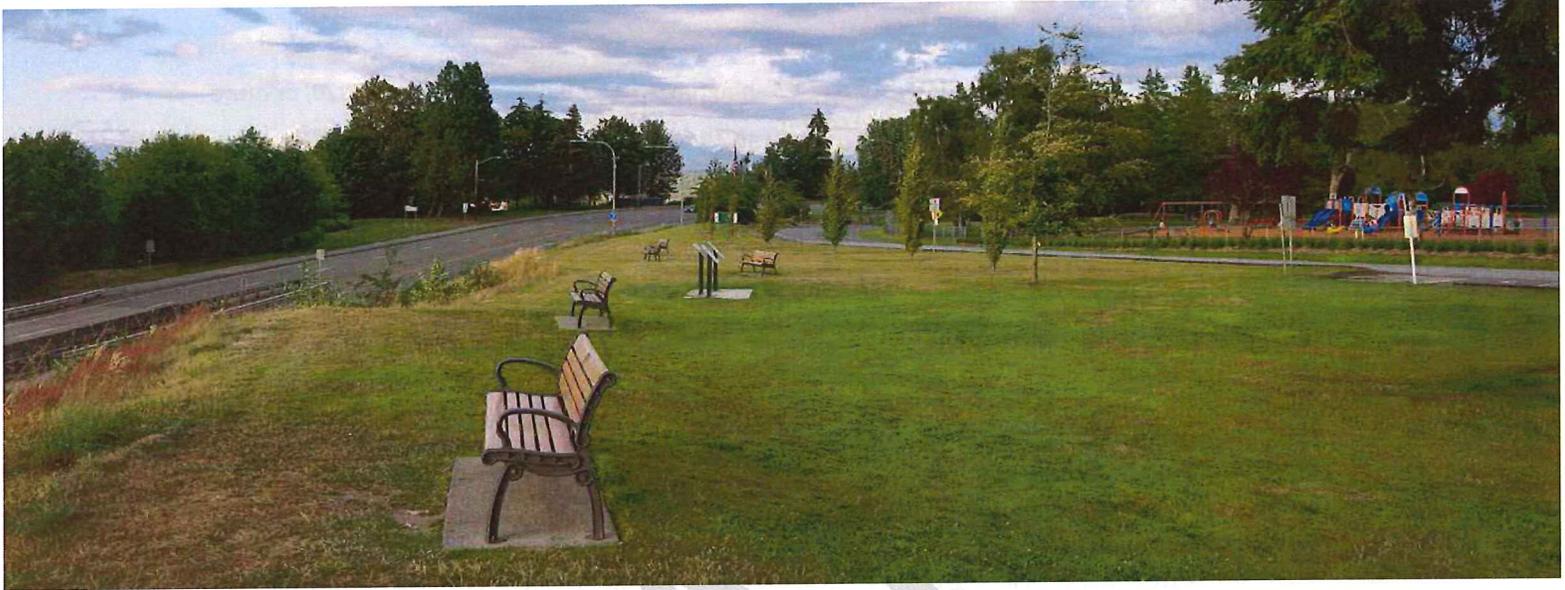
- ▶ Carbon storage is projected to decline. The Cascades region is projected to lose up to 46% of ecosystem carbon stocks (1.2 billion metric tons of carbon dioxide equivalents) by the end of the century.<sup>24</sup>
- ▶ Local native plants and animals are at risk as temperatures rise. Scientists are reporting more species shifting to higher elevations or more northerly latitudes.<sup>25</sup>
- ▶ Increased flow and salinity of water resources would also seriously affect the food web and spawning conditions for fish like salmon that are of economic and recreational importance to residents.

<sup>22</sup> Mauger, Lee, and Won, 2018.

<sup>23</sup> Mauger et al., 2015.

<sup>24</sup> Rogers et al., 2011.

<sup>25</sup> Monleon et al., 2015.



## HUMAN HEALTH IMPACTS

In Snohomish County, annual heat-related mortality is projected to increase between 64 to 200 deaths by 2025, compared to 1980–2006, for people ages 65 and older.<sup>26</sup>

- ▶ Projected increases in the frequency and intensity of extreme heat events are expected to increase **hospitalizations due to heat stress**. Increased heat-stroke risks are of particular concern to vulnerable populations like the elderly, young, and those already sick as well as to people who work outdoors.
- ▶ Increasing **fire risk could affect human health through smoke exposure** and increased occupational hazards for emergency responders.<sup>27</sup>
- ▶ Increased **flooding can introduce biological and chemical agents to drinking, storm, and recreational waters** and promote favorable conditions for bacterial and mold growth.<sup>28</sup>
- ▶ Warming temperatures and increased precipitation can **accelerate the breeding of mosquitoes, thus spreading diseases for which mosquitoes are vectors**, such as West Nile virus. The Washington Department of Health’s vector surveillance program has observed an earlier onset of West Nile virus-carrying mosquitoes, likely associated with higher temperatures, and an increasing number of human infections, with some resulting in fatalities.<sup>29</sup> In the last several years, the region has also seen an increase in cases of Lyme disease, associated with rising temperatures and changing tick habitat.<sup>30</sup>
- ▶ Increased ozone levels and air pollution toxicity could potentially lead to **increased rates of asthma and other pulmonary diseases**.

<sup>26</sup> Jackson et al., 2010.

<sup>27</sup> Mauger et al., 2015.

<sup>28</sup> Dalton et al., 2013.

<sup>29</sup> WSDOH, 2018.

<sup>30</sup> Beard et al., 2016.

## ECONOMIC IMPACTS

The estimated cost of climate change to the state of Washington is **\$22.7 billion annually by 2020, or more than 2% of current median household income. Economic costs could arise from changes in climate, ecosystems, or both.**

- ▶ These costs rise to more than \$29.4 billion in 2040 and to \$42.4 billion by 2080.<sup>31</sup>
- ▶ Rising seas, heavy rains, river floods, and increasing temperatures are likely to cause **transportation closures, delays, or detours**, especially for facilities and transportation lines located in or near coastal and low-lying areas.
- ▶ Wastewater and stormwater collection systems are likely to experience more problems with **saltwater intrusion, corrosion, flooding, and inundation**, along with associated increases in maintenance costs.
- ▶ Port operations and infrastructure, including access to port facilities, are likely to be altered by sea level rise and increased coastal flooding, including **increased storm surge damage to port facilities and more saltwater corrosion in docks**.
- ▶ Increased wildfires could **interrupt or damage power generation facilities and energy transmission and distribution infrastructure**.<sup>32</sup>
- ▶ **People on the front lines of climate change are expected to experience impacts first and most severely.** Frontline communities include tribes, economically disadvantaged communities, and those dependent on natural resource economies.
- ▶ Washingtonians might incur costs as they engage in practices that contribute to climate change, such as consuming electricity generated by burning coal and continuing technologies and practices that waste energy (Table 1).

**Table 1. Potential economic impacts in Washington State under a business-as-usual approach to climate change (\$/year).**<sup>33</sup>

Costs of Climate Change	2020	2040	2080
Increased energy-related costs	\$222 million	\$623 million	\$1.5 million
Reduced salmon populations	\$531 million	\$1,400 million	\$3,000 million
Increased coastal and storm damage	\$72 million	\$150 million	\$352 million
Reduced food production	\$35 million	\$64 million	\$364 million
Increased wildland fire costs	\$102 million	\$208 million	\$462 million
Increased health-related costs	\$1,300 million	\$2,200 million	\$4,400 million
Lost recreation opportunities	\$75 million	\$210 million	\$612 million
Inefficient consumption of energy	\$1,400 million	\$1,600 million	\$2,200 million
Increased health costs from coal-fired emissions	\$19,000 million	\$23,000 million	\$31,000 million
<b>Total</b>	<b>\$22.7 billion</b>	<b>\$29.4 billion</b>	<b>\$42.4 billion</b>
<b>Average cost per household per year</b>	<b>\$1,250</b>	<b>\$1,800</b>	<b>\$2,750</b>

<sup>31</sup> Niemi, 2009.

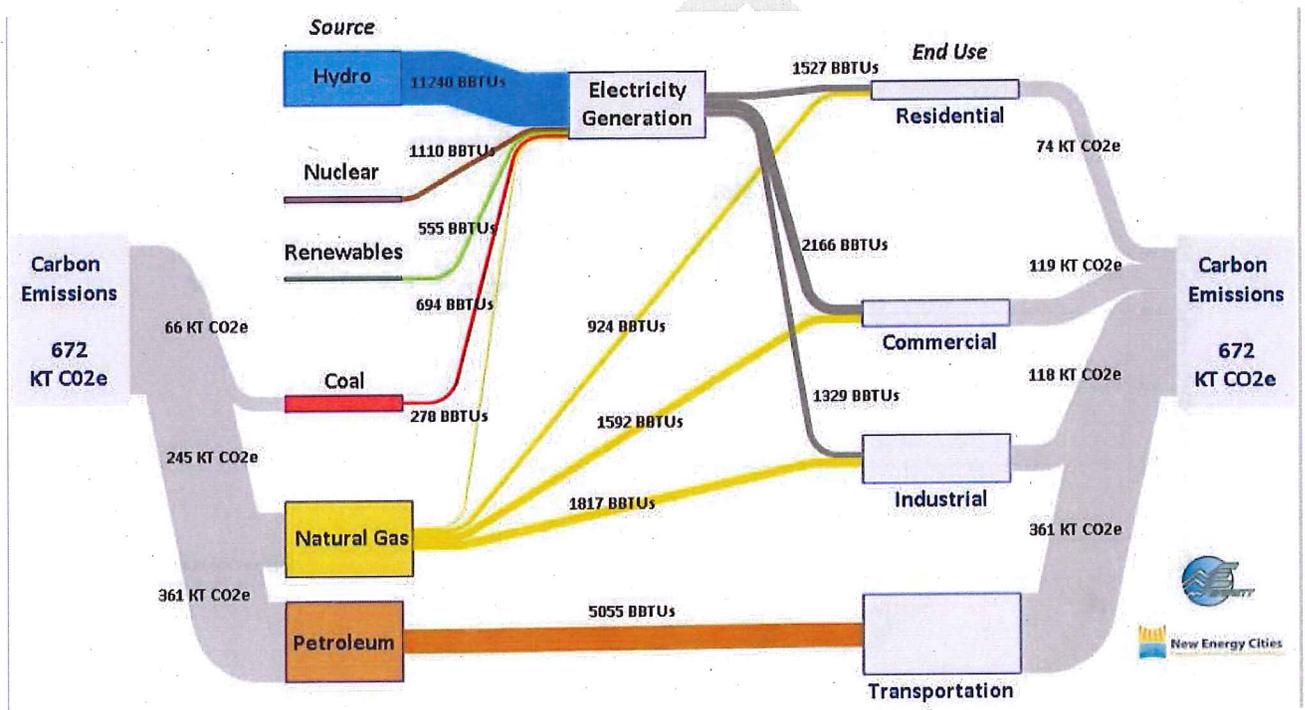
<sup>32</sup> Mauger et al., 2015.

<sup>33</sup> Niemi, 2009. Business-as-usual (BAU) scenario assumes no efforts are completed to reduce or limit emissions.

## EVERETT'S CONTRIBUTION TO CLIMATE CHANGE

In 2014, Everett's GHG emissions totaled 672 kilotons of carbon dioxide equivalent (KT CO<sub>2</sub>e, thousand metric tons) and were primarily from transportation and natural gas consumption (see Figure 2). Transportation emissions account for almost half of Everett's total GHG emissions (361 KT CO<sub>2</sub>e) and stem mainly from passenger vehicles, but also include municipal fleet trips and public transit. Natural gas consumption is the second largest contributor to Everett's emissions (245 KT CO<sub>2</sub>e) and comes from residential, commercial, and industrial buildings as well as electricity generation. Little of Everett's electricity comes from coal, making it the smallest source of the city's emissions (66 KT CO<sub>2</sub>e).

Figure 2. Everett greenhouse gas inventory, 2014.<sup>34</sup>



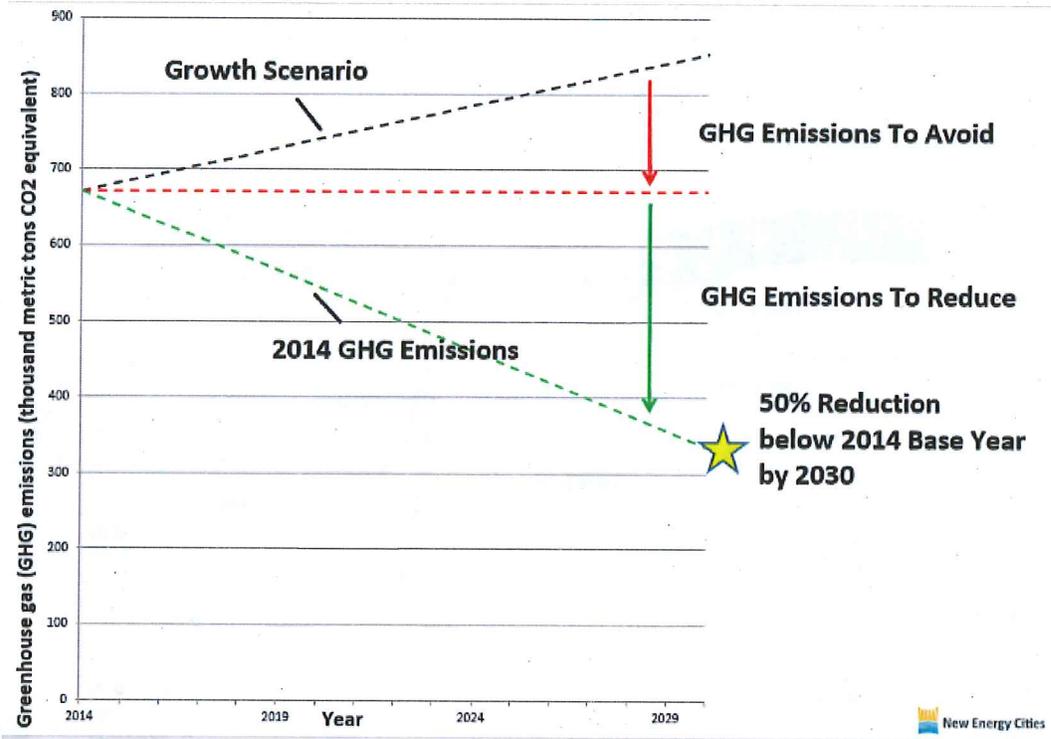
A forecast of Everett's GHG emissions provides insight into how emissions may change over time (see Figure 3). The forecast includes projections for population growth, as well as reductions from state measures such as the State Clean Energy Standard, federal vehicle efficiency standards, and the State Energy Code.

Figure 3 presents the GHG emissions reductions that are possible if the City pursues bold climate strategies and actions, such as those presented in this CAP. Everett's projected emissions with no action—also known as business as usual (BAU)—are represented by the top dashed black line. Projected emissions with state and federal actions are represented by the dashed red line. The impact from state and federal policies are enough to avoid additional emissions associated with growth; however, existing laws are not enough to achieve the goal of **50% reduction by 2030**. Achieving 50x30 requires bold action and planning at a local level using a carbon reduction lens.

<sup>34</sup> New Energy Cities and Stockholm Environment Institute, 2016.

By reducing transportation emissions, electrifying the natural gas system, and further transitioning to renewable energy sources, Everett can reduce its GHG emissions 50% below the 2014 baseline by 2030. These reductions represent significant progress toward the city’s long-term goal of 80% by 2050 and demonstrate the powerful impact that local climate action and leadership can have.

Figure 3. Greenhouse gas emissions reduction goals for the Everett community.<sup>35</sup>



<sup>35</sup> New Energy Cities and Stockholm Environment Institute, 2016.

# Mitigation Strategies and Actions

The five focus areas of the Everett CAP—**Governance, Transportation, Electrification, Green Economy, and Compact, Multimodal Land Use**—collectively focus the City of Everett’s efforts on the greatest opportunities to reduce GHG emissions by 80% communitywide and reach carbon neutrality in city operations by 2050.

To reach these targets, Everett will need to transition toward compact development patterns with easy, affordable access to bike, walk, ride transit, and when needed, drive an electric or hybrid vehicle. Along the way, natural gas will need to be largely eliminated from buildings and homes, and residents may begin to reuse and repair goods such as clothing and furniture more often than they buy new. As part of this transition, Everett aims to position itself as a green economy hub of the future, with many local jobs contributing to cleaner energy, lower-carbon materials and transportation, and green manufacturing.

This chapter describes the proposed strategies and actions for attaining these targets and realizing Everett’s vision for the future.



### HOW TO READ THE STRATEGIES AND ACTIONS

Each focus area section (**Governance, Transportation, Electrification, Green Economy, and Compact, Multimodal Land Use**) begins with an overview of the topic and its importance and relevance to the CAP.

Goals are briefly stated, followed by a detailed table of supporting strategies and actions, as explained below.

ID	Action	City Lead	Benefits	Community/Municipal
Strategy number and name				
Action ID	Action name/description	The department within the City responsible for implementation	Potential benefits of action (see below)	Whether the action focuses on government operations or the community (see below)

Yellow highlighted cells indicate the highest priority actions.



**Municipal**

This icon indicates that the action is focused on City government operations.



**Community**

This icon indicates that the action is focused on the broader Everett community.



**Municipal/Community**

This icon indicates that the action is focused on both government and the community.

**Benefits**



**GHG Emission Reduction Potential**

This icon indicates that the action could have a higher GHG reduction potential because the action targets a large source of emissions or is very direct.



**Public Health**

This icon indicates that the action could have a higher positive impact on public health.



**Equity**

This icon indicates that the action could have a higher positive impact on equity within the community.



**Cost/Affordability**

This icon indicates that the action could be more cost-effective for the City and community, and/or funding for the action is already available.



**Feasibility**

This icon indicates that the action could be highly feasible technically, politically, and socially under current conditions.



**Resilience**

This icon indicates that the action could have a higher positive impact on community resilience to climate change.



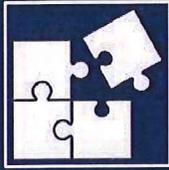
**Economic Growth**

This icon indicates that the action could have a higher positive impact on economic growth in the community.



**Leadership**

This icon indicates that the action could have a high potential for Everett to be innovative and demonstrate its leadership in climate action.



# Governance (GO)

Capacity to support climate action at both the municipal and community level will be needed to implement the CAP successfully. Strategies that support foundational collaboration, capacity-building, and institutionalization of climate action include learning from others acting on climate change, staff training and resources, regular reporting, and centralized coordination of climate and sustainability activities.

## Goal GO-1: Strengthen capacity to support climate action.

ID	Action	City Lead	Benefits	Com/ Mun
<b>Strategy GO-1.1: Improve City staff knowledge of and capacity for their role in climate action.</b>				
GO-1.1.1	Create a centralized City climate/sustainability coordinator to support CAP monitoring and implementation.	Administration		M
GO-1.1.2	Create a management and reporting system for key metrics of activities related to CAP goals. This could include the use of an online dashboard to report on the progress of actions that have been initiated, implementation schedule, community and municipal GHG emissions, and equity impacts of actions implemented.	Administration		M
GO-1.1.3	Educate all City staff members about the CAP.	Administration		M
GO-1.1.4	Evaluate the differential impact of climate change on neighborhoods and communities.	Planning		C
GO-1.1.5	Develop and incorporate equity metrics in the evaluation of CAP activities.	Planning		C

GHG Reduction

Public Health

Equity

Cost

Feasibility

Resilience

Economic Growth

Leadership



# Transportation (T)

Most Everett residents and commuters drive alone for work, recreation, and errands in gasoline-powered vehicles. These strategies incentivize other modes of transportation and the transition to cleaner, more energy-efficient vehicles such as electric and hybrid vehicles. Success in the transportation sector relies on compact, multimodal land use, and vice versa. Importantly, mixed used development is already promoted in transportation policy; incentives for market response are needed to push these two sets of strategies forward.

## Goal T-1: Embrace non-car travel.

ID	Action	City Lead	Benefits	Com/Mun
<b>Strategy T-1.1: Prioritize, incentivize, and promote transportation by biking, walking, and transit.</b>				
T-1.1.1	Incentivize transit use by promoting benefits such as pre-tax transit passes and rebates to employees who give up use of employer parking facilities.	Administration		
T-1.1.2	Advocate for regional congestion pricing authority, with flexibility to dedicate revenues to projects and services that would serve a variety of different transportation modes and options.	Administration		
T-1.1.3	Accelerate the implementation of the "Complete Streets" policy by mandating all new transportation and land use projects to incorporate infrastructure for bicycles, pedestrians, and mass transit service unless a reasonable exemption is determined by the City Engineer.	Public Works		
T-1.1.4	Partner with the school district and Safe Routes to Schools to expand educational programs and events to encourage and promote walking and biking, including a Bike to School Day, walking school bus, and sidewalk painting for safe routes.	Public Works		

GHG Reduction

Public Health

Equity

Cost

Feasibility

Resilience

Economic Growth

Leadership

MITIGATION STRATEGIES AND ACTIONS

ID	Action	City Lead	Benefits	Com/ Mun
<b>Strategy T-1.2: Reduce commute trips.</b>				
T-1.2.1	Work with third-party programs and businesses to increase the availability, accessibility, and convenience of shared mobility options (e.g., bike share, scooter share, car share).	Administration		<b>C</b>
T-1.2.2	Educate local employers on the options for and benefits of compressed work weeks, telecommuting, and other schedule adjustments that reduce commute trips. Share case studies and learnings from the City's internal implementation of these programs and from local businesses with innovative flexible work policies.	Administration		<b>C</b>
T-1.2.3	Continue to promote and support carpooling, vanpooling, and telecommuting amongst City employees to reduce drive alone commute trips.	Administration		<b>M</b>

**Goal T-2: Transition to the use of clean, energy-efficient vehicles.**

ID	Action	City Lead	Benefits	Com/ Mun
<b>Strategy T-2.1: Transition to electric vehicles (EVs).</b>				
T-2.1.1	Continue to invest in transitioning the Everett Transit fleet to an all-EV bus fleet.	Everett Transit		<b>M</b>
T-2.1.2	Introduce a policy to replace City fleet vehicles with electric and hybrid options at the time of replacement.	Motor Vehicles		<b>M</b>

GHG Reduction	Public Health	Equity	Cost	Feasibility	Resilience	Economic Growth	Leadership



## Electrification (E)

Since most of Everett’s electricity comes from hydroelectric power, the greatest source of emissions from buildings and homes is from natural gas heating. Electrification strategies focus on eliminating natural gas from buildings and homes through both incentives and mandates and capitalizing on electricity from hydropower to roll out electric vehicle charging infrastructure in Everett.

### Goal E-1: Eliminate natural gas from new and existing buildings.

ID	Action	City Lead	Benefits	Com/ Mun
<b>Strategy E-1.1: Mandate all-electric construction.</b>				
E-1.1.1	Partner regionally and with Washington state to revise building codes to disincentivize natural gas for heating in buildings.	Administration	 	
E-1.1.2	Study the benefits and economic tradeoffs of regulations that require all-electric buildings and disincentivize natural gas for new construction and major renovations/redevelopment. Options such as city mandates, building code updates, or ordinances should be explored as tools for transitioning new construction to all-electric for heating. Ideally, these regulations would cover both new construction and major renovations of existing buildings, including accessory dwelling units.	Planning and Building	 	
E-1.1.3	Work with regional energy partnerships to develop and implement an Electrification Action Plan for all City facilities. In new and existing buildings, incorporate strategies to address electricity storage, and focus on highlighting any hurdles or solutions that would be applicable to the broader community.	Facilities		

  
GHG Reduction

  
Public Health

  
Equity

  
Cost

  
Feasibility

  
Resilience

  
Economic Growth

  
Leadership

**Goal E-2: Electrify the transportation system through infrastructure development.**

ID	Action	City Lead	Benefits	Com/Mun
<b>Strategy E-2.1: Create a robust electric vehicle (EV) charging station network.</b>				
E-2.1.1	<p>Create an Electric Vehicle (EV) Charging Station Action Plan that:</p> <ul style="list-style-type: none"> <li>• Addresses ways to increase public access to chargers</li> <li>• Identifies locations for chargers in commercial areas</li> <li>• Considers installing charging infrastructure integrated into streetlights</li> <li>• Considers smart cable technology</li> <li>• Addresses barriers to charging for garage-free homes and rental properties</li> <li>• Assesses the potential to partner with third-party EV charging station providers to lower program and construction costs</li> </ul>	Planning and Public Works		C
E-2.1.2	Adopt an EV charging planning code amendment that would increase the charging requirements for new construction and renovations.	Planning		C

  
GHG Reduction

  
Public Health

  
Equity

  
Cost

  
Feasibility

  
Resilience

  
Economic Growth

  
Leadership



## Green Economy (GE)

A green economy in Everett means local, living-wage green jobs, many in cutting-edge sectors; widespread sustainable business practices; and a robust local, circular economy. Everett’s robust industrial and manufacturing sectors stand to benefit from the transition to a green economy, provided the education, workforce training, and business assistance are in place to facilitate the transition. By using resources more efficiently and promoting reuse and repair over buying new, crucial reductions in the emissions associated with new construction and consumption of goods and services can be achieved. These green economy strategies complement and rely upon the other strategies in the CAP, especially the green building policies in the land use focus area.

### Goal GE-1: Position Everett as a green economy hub of the future.

ID	Action	City Lead	Benefits	Com/Mun
<b>Strategy GE-1.1: Incentivize green infrastructure.</b>				
GE-1.1.1	Develop municipal standards for green building design, construction, and capital projects, working with a multi-disciplinary team. King County’s sustainable infrastructure scorecard is a potential evaluation model for internal standards.	Planning and Building		
GE-1.1.2	Encourage the use of green roofs, green walls, cool roofs, cool pavement, and additional landscaping tolerant to a range of climate conditions, especially in areas where urban heat island effects will be greatest.	Planning		
GE-1.1.3	Conduct a feasibility study on using treated greywater and rainwater harvesting for non-potable water needs at city facilities.	Public Works		

GHG Reduction

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MITIGATION STRATEGIES AND ACTIONS

ID	Action	City Lead	Benefits	Com/ Mun
GE-1.1.4	Adopt new stormwater development regulations (codes and standards) specified in the Permit and the new Ecology Stormwater Management Manual, including vesting requirements and new Low Impact Development (LID) Best Management Practices (BMPs). Implement new plan review, inspection, and escalating enforcement processes and procedures necessary to implement the program in accordance with Permit conditions.	Public Works	 	
<b>Strategy GE-1.2: Recruit and support green business and industry.</b>				
GE-1.2.1	Work with partners in higher education and elsewhere to inventory and evaluate green economy innovations to determine which are aligned with the city’s vision, goals, and capacity. These may include research centers for clean energy, water, manufacturing, and technology, as well as other endeavors.	Administration	  	
GE-1.2.2	With community stakeholders and partners, conduct a study and host a community conversation to identify threats to current industries, opportunities for new green businesses and industries, and areas that need support.	Administration	  	
GE-1.2.3	Focus some business development efforts on businesses that have fewer impacts on natural resources.	Economic Development	 	
GE-1.2.4	Encourage local recycling businesses in appropriate locations with appropriate standards.	Economic Development	 	
       				
<p>GHG Reduction    Public Health    Equity    Cost    Feasibility    Resilience    Economic Growth    Leadership</p>				

ID	Action	City Lead	Benefits	Com/Mun
GE-1.2.5	<p>Work with regional partners to support business and non-governmental organizational efforts to participate in the green economy. This may include:</p> <ul style="list-style-type: none"> <li>• Roundtables focused on green economy strategies</li> <li>• Business continuity planning and exercises, especially transitions to greener practices and industries</li> <li>• A “green economy guide” and other education campaigns focused on the opportunities a circular economy provides</li> <li>• Recognition program for green economy innovation</li> </ul>	Economic Development		C

**Goal GE-2: Prepare Everett residents for jobs in the green economy.**

ID	Action	City Lead	Benefits	Com/Mun
<b>Strategy GE-2.1: Increase education, workforce training, and local recruitment in green jobs and fields that address climate impacts.</b>				
GE-2.1.1	Explore the potential of small green commercial hubs—or clusters of sustainable local business—in neighborhoods that will promote the local green economy and compact, walkable communities.	Economic Development		C
GE-2.1.2	Explore ways to establish a local hiring preference for green jobs and jobs that reduce climate risks in Everett.	TBD		M/C
GE-2.1.3	Work with local and regional partners to develop and promote internship and apprenticeship programs in the green economy.	Administration		M/C

GHG Reduction    
 Public Health    
 Equity    
 Cost    
 Feasibility    
 Resilience    
 Economic Growth    
 Leadership

**Goal GE-3: Promote the local, circular economy.**

ID	Action	City Lead	Benefits	Com/Mun
<b>Strategy GE-3.1: Incentivize local and green purchasing for city government and the community.</b>				
GE-3.1.1	Promote local purchasing for businesses and residents to support local vendors, services, and stores and to reduce GHG emissions from commerce-related transportation and food production and distribution.	Administration		C
GE-3.1.2	Develop a city-wide environmentally preferable purchasing policy (EPP). Consider life-cycle costing as one of the decision-making tools in the process.	Purchasing		M
GE-3.1.3	Replace all non-Energy Star office equipment and appliances at the end of their life cycle with Energy Star-rated models. Require energy and water efficiency as a primary consideration for all future purchasing decisions.	Purchasing		M
GE-3.1.4	Develop and disseminate tools for writing green specifications, RFPs, and bids.	Purchasing		M
<b>Strategy GE-3.2: Catalyze a sharing and reuse economy.</b>				
GE-3.2.1	Work with regional partners to promote eco-industrial development in the area, in which a waste stream from one firm becomes the raw material for another, thus minimizing the use of raw materials.	Economic Development		C
GE-3.2.2	Continue to support neighborhood events such as garage sales that extend the useful life of items, and clean-ups that result in recycling of appliances, metals, yard waste, etc.	Community Development		C
GE-3.2.3	Support "collaborative consumption" community projects like tool libraries and repair cafes through mini-grant programs.	Community Development		C

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 Leadership

MITIGATION STRATEGIES AND ACTIONS

ID	Action	City Lead	Benefits	Com/Mun
GE-3.2.4	Work with local and regional partners to conduct a public education and outreach campaign around local options for tool-lending libraries, car share, swap events, service websites, and exchange websites like Snohomish County’s Reusable Materials Exchange (2good2toss.com) and Facebook’s Buy Nothing groups.	TBD		
<b>Strategy GE-3.3: Support local agriculture and small businesses.</b>				
GE-3.3.1	Expand and encourage community gardens, urban agriculture, community supported agriculture (CSA), and farmers markets that sell locally produced food.	TBD		

  
GHG Reduction

  
Public Health

  
Equity

  
Cost

  
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Resilience

  
Economic Growth

  
Leadership



# Compact, Multimodal Land Use (LU)

Mixed use development is already promoted in Everett’s land use policy; incentives for market response are needed to support continued compact, multimodal development. Success in the land use sector also relies on multimodal transportation including public transit, and vice versa. These strategies locate businesses, services, governmental offices, and schools that generate many trips near the permanent transit network and prioritize vibrant, healthy, and livable neighborhoods for current and future residents.

## Goal LU-1: Create centralized activity centers with a dense and diverse mix of services, amenities, jobs, and housing types in areas well-served by public transit.

ID	Action	City Lead	Benefits	Com/ Mun
<b>Strategy LU-1.1: Support intentional high-density development.</b>				
LU-1.1.1	Incentivize infill and mixed-use development (e.g., through alternative code compliance, fee waivers, density bonuses, investment prioritization, development impact fees, tax benefits).	Planning		
LU-1.1.2	Evaluate the effectiveness of zoning codes for and identify incentives to encourage Accessory Dwelling Units (i.e., mother-in-law units).	Planning		
LU-1.1.3	Adopt a Transit Communities Policy and create a Transit Communities Development Authority to implement transit-oriented development (TOD), including actions to: <ul style="list-style-type: none"> <li>• Reduce cost and prolonged project review processes in Transit Communities</li> <li>• Use zoning and permitting methods to concentrate new growth in proximity to services and transit</li> <li>• Implement capital improvements in priority Transit Community corridors</li> </ul>	Planning		

GHG Reduction

Public Health

Equity

Cost

Feasibility

Resilience

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Leadership

**Goal LU-2: Develop vibrant, healthy, and livable neighborhoods.**

ID	Action	City Lead	Benefits	Com/ Mun
<b>Strategy LU-2.1: Improve neighborhood walkability.</b>				
LU-2.1.1	Require new development to provide pedestrian connections between retail, living, and working places; transit connections and facilities; traffic calming and other safety-related improvements; sidewalks and trails; and pedestrian and bicycle amenities, as feasible or appropriate.	Planning, Public Works		C
LU-2.1.2	Continue to implement the Bicycle Master Plan.	Public Works		C
LU-2.1.3	Create a sidewalk, curb ramp, and crosswalk inventory to determine high-need areas. Seek additional funding to build sidewalks, crosswalks, and other walking infrastructure in high-need areas and fill connectivity gaps.	Planning, Public Works		C
<b>Strategy LU-2.2: Increase, protect, and restore green spaces and natural areas within the community.</b>				
LU-2.2.1	Support increasing the City's tree canopy through continued implementation of the City of Everett Tree Policy. Continue planting trees on publicly owned lands through on-going efforts such as the Green Everett Partnership in conjunction with Forterra.	Parks		C
LU-2.2.2	Continue to plan and develop a system of parks, open spaces, and trails throughout Everett.	Parks		C
LU-2.2.3	Create more usable green space in Everett's activity centers and work to incorporate a higher volume of smaller parks and urban public spaces.	Parks, Planning, Cultural Arts		C

GHG Reduction

Public Health

Equity

Cost

Feasibility

Resilience

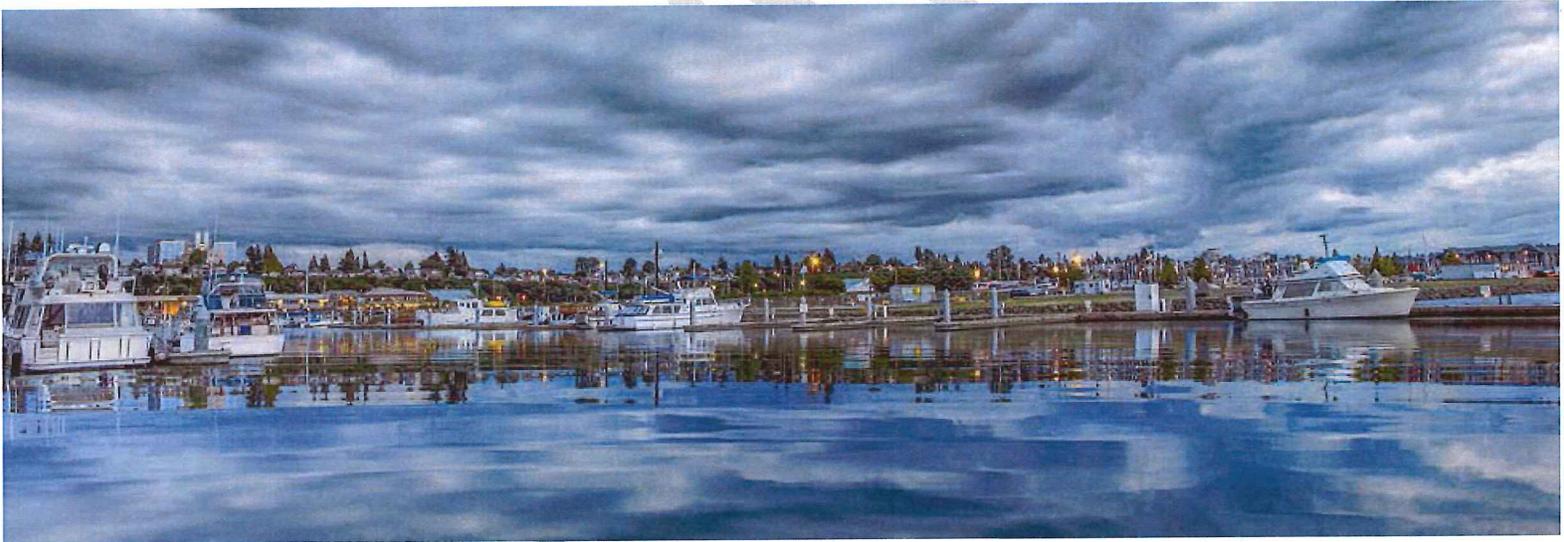
Economic Growth

Leadership

## Implementation and Evaluation

This CAP lays the groundwork for a transformation that will dramatically reduce Everett's contribution to climate change. The CAP focuses first on the foundational **Governance** actions that must take place to ensure implementation of the plan is both possible and successful. The CAP then focuses on the four high-impact sectors for reducing GHG emissions in the City of Everett and those with the most promising opportunities and benefits: **Transportation, Electrification, Green Economy, and Compact, Multimodal Land Use**. Although this CAP builds on many of the actions the City and community are already taking, continuing progress on these goals will require Everett's government and community to work together and commit dedicated time and resources.

The City of Everett will lead implementation of the CAP. One of the priority actions set forth in this CAP includes the creation of a sustainability coordinator who can plan for and conduct the implementation, reporting, and evaluation of the CAP based on an established framework (see Appendix C. Implementation & Evaluation Frameworks). This framework will identify who will lead and partner on each action, a timeframe, key performance indicators to measure progress, funding strategies, and other key factors necessary for successful implementation. The CAP is only the beginning of an ongoing process that will require flexibility and adaptive management over the years.



## WHAT YOU CAN DO

Addressing climate change is going to take more than the actions the City of Everett itself can control. Individuals and community groups all have an important role to play in reaching the City's climate action goals. When taken together, small changes can make a huge impact! Through collective, committed, and caring actions from all, Everett can achieve its emissions reduction targets and become a healthy, resilient, and carbon-neutral community for both present and future generations.

### Electrification

- Install energy-saving appliances and fixtures, such as Energy Star Appliances and LED Lightbulbs.
- Reduce natural gas use. Install electric heat pumps for space and water heating, electric dryers, electric stoves, etc. to transition to cleaner electricity.
- Install low-flow showerheads and aerated faucets to reduce the amount of hot water you use.
- Replace gas-powered yard equipment with electric alternatives.
- Visit [www.snopud.com/business/rebatesincentives.aspx?p=2051](http://www.snopud.com/business/rebatesincentives.aspx?p=2051) to enroll in Snohomish PUD's lightbulb rebate program and check out their other rebates and incentives.

### Transportation

- Avoid driving alone where possible. Ride transit, carpool, walk, and/or bike.
- Use a bike or scooter for shorter-distance commutes and other trips, rather than a car.
- When you decide to make your next vehicle purchase, consider buying or leasing an all-electric vehicle.
- Consider nonstop flights when travelling, and purchase carbon credits when you do fly.

### Green Economy

- Reduce your meat and dairy consumption—even one day less a week makes a difference!
- Eat more low-carbon foods like unprocessed foods, seasonal fruits and vegetables, and grains.
- Avoid unnecessary food waste: plan meals, right-size your grocery and restaurant purchases, and bring reusable containers when you shop or eat out.
- Bring your reusable water bottle or mug when you leave the house.
- Avoid single-use plastic food wraps, utensils, or bags. Try using reusable storage containers, jars, beeswax, shower caps, or plates to cover your bowls, and use metal straws and utensils when going out.

### Get Informed and Involved

- Participate in local community groups working to reduce greenhouse gas pollution and make the community more resilient to climate impacts.
- Volunteer at local events including trash cleanups, tree plantings, and outreach events.

# Appendix A. Public Feedback

As detailed in the Plan Development section, the process to develop Everett's Climate Action Plan included three Planning Commission meetings with public hearings and one public open house. Members of the public suggested the ideas presented below during these opportunities for public input. The list has been lightly edited for grammar and clarity.

## GOVERNANCE

- ▶ Public education—effect on children's future
- ▶ Resident environmental commissions
- ▶ Resident advisory board—adopt one for Everett around climate change
- ▶ Integrate climate change into Food Policy Council
- ▶ City climate adaptation policies
- ▶ Adopt a Climate Action Plan

## TRANSPORTATION

- ▶ More rapid transit and light rail
- ▶ Zero emissions City vehicles
- ▶ Roundabouts and emission-free zones
- ▶ Increase bike safety
- ▶ Bicycle Master Plan
- ▶ Sidewalk Plan—incremental progress
- ▶ Gondolas over highways
- ▶ Encourage/reward public transit for large employers
- ▶ Transition quickly to electric buses
- ▶ Put in electric car charging stations, coordinating with County and State funding sources
- ▶ Monitor air quality esp. around Paine Field and industrial (Snohomish River & waterfront) areas
- ▶ Encourage public transit and anti-idling behaviors
- ▶ Read about ways to increase gas/energy efficiency
- ▶ Use of biking, walking, bicycling maps
- ▶ Inflating tires for better mileage
- ▶ Encourage carpooling with neighbors and attending neighborhood meetings
- ▶ Make it easier to get to Boeing Field by bus or bike
- ▶ Change roads to be more pedestrian friendly
  - Focus on major obstacles
  - Continuity of bike/pedestrian routes
  - Locate large employers in Everett
  - Common Network so people can learn from each other's programs
- ▶ Mobility without planning and obstacles

- ▶ Improve vehicle efficiency
- ▶ Electric vehicle infrastructure
- ▶ Legalize electric golf carts on city streets

## ENERGY

- ▶ Non-hydro powered renewable energy—rooftop solar and/or localized wind generation
- ▶ Biogas generator for grass/yard clippings
- ▶ Renewable energy ordinance
- ▶ Gas furnace buy-outs/incentives
- ▶ Low income subsidies for solar
- ▶ Alternatives to rooftop solar
- ▶ SnoPud to continue with loans for insulating and reducing heat loss
- ▶ Incentivize solar energy
- ▶ Decrease/ban natural gas usage
- ▶ Energy efficient buildings
- ▶ Incentivize switching from natural gas to electricity
- ▶ LED lighting

## GREEN ECONOMY

- ▶ Increase biodegradable products
- ▶ Cross-laminated timber and other carbon neutral materials
- ▶ Increase green economic opportunities

## LAND USE

- ▶ Encourage new housing near transportation
- ▶ Encourage high-density development
- ▶ Building codes

## NATURAL AREAS

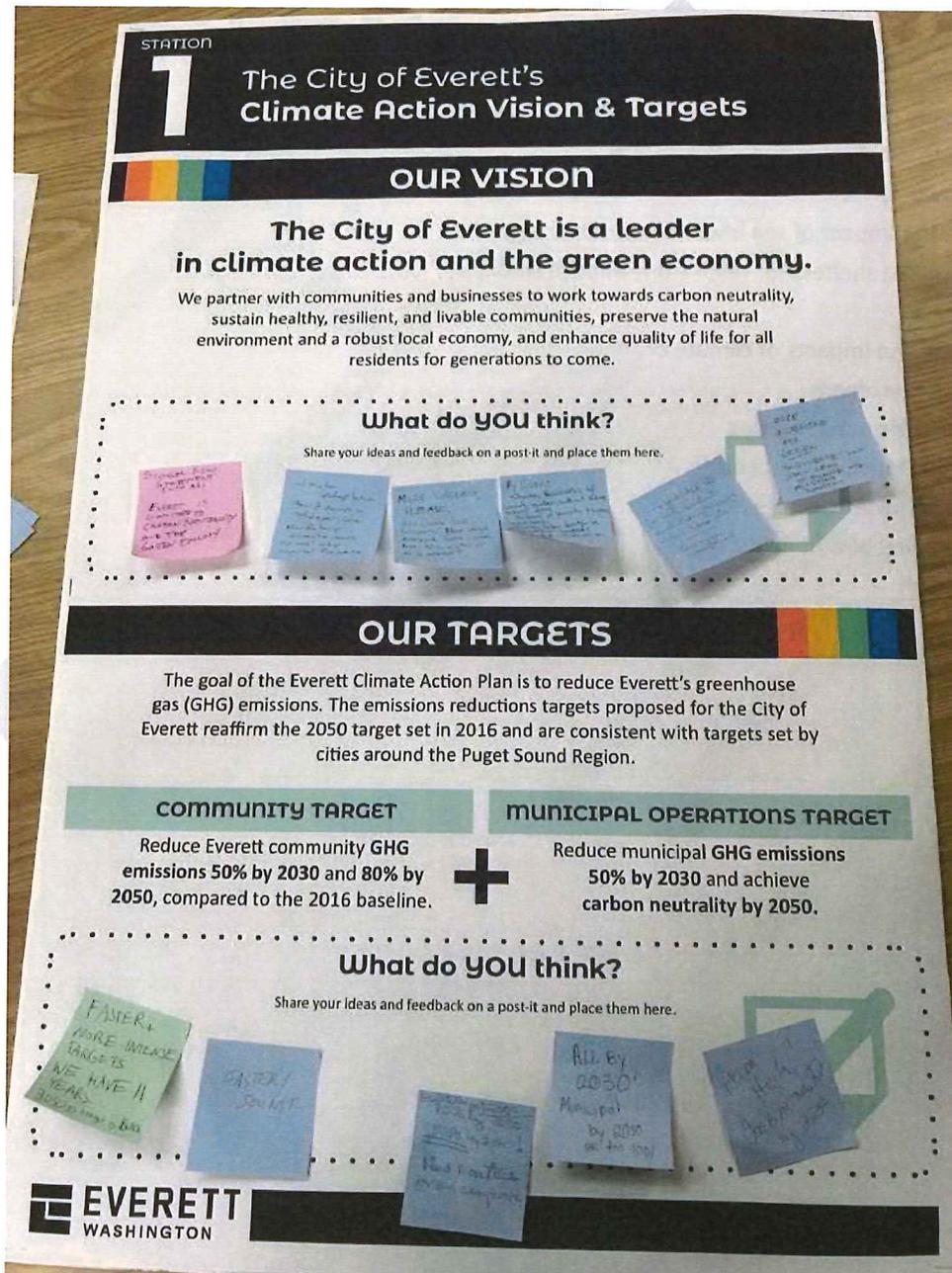
- ▶ Break up “concrete deserts” – trees on Madison, Evergreen Way, Broadway
- ▶ Parks, trees, open spaces to play
- ▶ Encourage fewer lawns, which use too much water and fertilizers
- ▶ Support tree maintenance
- ▶ Maintain and increase green space
- ▶ Plant more shrubs to provide bird habitat, food for bees, flowering and fruiting beauty, and utility
- ▶ Avoid pesticides
- ▶ Decrease grass landscaping and replace with native plants
- ▶ Tree canopy

## GENERAL SUSTAINABILITY TOPICS

- ▶ Decrease water consumption
- ▶ Stormwater runoff
- ▶ Work with utilities on rain barrels, water conservation ideas, and wise plantings in ecological plant communities of similar water needs
- ▶ Work with Master Gardeners, Great Plant Picks, and similar groups to provide public education workshops
- ▶ Make recycling requirements consistent and clear
- ▶ Encourage better nutrition (less red meat, more fresh veggies & fruits, using the farmers markets and local farms, growing your own, starting with healthy, organic soil)
- ▶ Share excess produce with local food banks and neighbors.
- ▶ Refrigerant substitutes and safe removal
- ▶ Read Drawdown
- ▶ Research the impact of sea level rise on sewer systems
- ▶ Provide smoke shelters for relief from wildfire smoke
- ▶ Green roofs
- ▶ Prepare for the impacts of climate change
- ▶ Ban/reuse Styrofoam
- ▶ Ban disposable water bottles
- ▶ Implement Dark Sky protocols
- ▶ Only use sprinkler systems at night
- ▶ More recycling bins in public spaces
- ▶ Public health

# Appendix B. Public Open House Boards

A public open house was held to solicit public feedback on the draft vision, targets, goals, and strategies in Everett’s Climate Action Plan. The public open house took place the evening of October 15<sup>th</sup>, 2019. Participants were given the opportunity to suggest ideas and provide feedback on the proposed vision and targets using post-it notes. They were also asked to perform a dot voting exercise for the strategies within each focus area, where participants placed dots on their preferred strategies and actions. The outcomes of these exercises are presented below.



### STATION 2 TRANSPORTATION

#### GOALS, STRATEGIES & ACTIONS

**WHAT ARE OUR GOALS?**

**T-1:** Embrace non-car travel.

**T-2:** Transition to the use of clean, energy-efficient vehicles.

**HOW CAN WE GET THERE?**

Most Everett residents and commuters drive alone for work, recreation, and errands in gasoline-powered vehicles. These strategies incentivize other modes of transportation and the transition to cleaner, more energy-efficient vehicles such as electric and hybrid vehicles.

**T-1.1: Prioritize, incentivize, and promote transportation by biking, walking, and transit.**

**Potential actions include:**

- Incentivize transit use by promoting benefits such as pre-tax transit passes and rebates to employees who give up use of employer parking facilities.
- Advocate for a regional congestion pricing authority.
- Accelerate the implementation of the "Complete Streets" policy by mandating all new transportation and land use projects to incorporate infrastructure for bicycles, pedestrians, and mass transit service.

**T-1.2: Reduce commute trips.**

**Potential actions include:**

- Work with third-party programs and businesses to increase the availability, accessibility, and convenience of shared mobility options (e.g., bike share, scooter share, car share).
- Improve vehicle fuel efficiency.
- Educate local employers on the options for and benefits of compressed work weeks, telecommuting, and other schedule adjustments that reduce commute trips.

**T-2.1: Improve vehicle fuel efficiency.**

**Potential actions include:**

- Host continuing education trainings on "green driving" and "green fleet" practices.
- Utilize GIS-based route optimization software such as ArcLogistics to plan the most efficient routes for City vehicles with regular routes.
- Implement street design that improves road and vehicle efficiency.

**T-2.2: Switch to cleaner fuel alternatives.**

**Potential actions include:**

- Advocate for a statewide clean fuels standard and a state zero-emissions vehicle (ZEV) mandate.
- Work with existing gas stations to provide alternative fuels.
- Require emissions standards, testing, and biofuel preference for combustion vehicles remaining in the City's fleet.

**T-2.3: Transition to electric vehicles (EVs).**

**Potential actions include:**

- Partner with car dealerships, local employers, and Snohomish PUD to expand local electric vehicle purchasing options, incentives, and charging options.
- Continue to invest in transitioning the Everett Transit fleet to an all-EV bus fleet.
- Introduce a policy to replace City fleet vehicles with electric and hybrid options at the time of replacement.

### STATION 3 ELECTRIFICATION

#### GOALS, STRATEGIES & ACTIONS

**WHAT ARE OUR GOALS?**

**E-1:** Eliminate natural gas from new and existing buildings.

**E-2:** Electrify the transportation system through infrastructure development.

**HOW CAN WE GET THERE?**

Since most of Everett's electricity is provided by hydroelectric power, the greatest source of emissions from buildings and homes is from natural gas heating. Electrification strategies therefore focus on eliminating natural gas from buildings and homes through both incentives and mandates, and capitalizing on electricity from hydropower to roll out electric vehicle charging infrastructure in Everett.

**E-1.1: Mandate all-electric construction.**

**Potential actions include:**

- Partner regionally and with Washington state to revise building codes to disincentivize natural gas for heating in buildings.
- Adopt regulations that require all-electric buildings and disincentivize natural gas for new construction and major renovations/redevelopment.
- Revise building code to allow for and encourage zero-energy and zero-energy-ready new construction.

**E-1.2: Electrify city and community facilities.**

**Potential actions include:**

- Work with regional energy partnerships to develop and implement an Electrification Action Plan for all City facilities.
- Work with regional energy partnerships to invest in electrification financing programs such as on-bill financing and metered energy efficiency.
- Encourage installation of distributed energy resources to provide an alternative to or an enhancement of the traditional electric power system.

**E-1.3: Educate the community on fuel switching needs, benefits, and methods.**

**Potential actions include:**

- Connect landlords with contractors, information, and resources for electrification.

**E-1.4: Incentivize fuel switching.**

**Potential actions include:**

- Pursue, and develop the legal authority to, increase the Utility User Tax for natural gas.
- Partner with Puget Sound Energy on a building retrofits program, with emphasis on building envelope and heating technology systems to reduce natural gas consumption.

**E-2.1: Create a robust electric vehicle (EV) charging station network.**

**Potential actions include:**

- Create an Electric Vehicle (EV) Charging Station Action Plan.
- Adopt an EV charging planning code amendment that would increase the charging requirements for new construction and renovations.

**STATION 4 GREEN ECONOMY GOALS, STRATEGIES & ACTIONS**

**WHAT ARE OUR GOALS?**

- G-1:** Position Everett as a green economy hub of the future.
- G-2:** Prepare Everett residents for jobs in the green economy.
- G-3:** Promote the local, circular economy.

**HOW CAN WE GET THERE?**

A green economy in Everett means local, living-wage green jobs; widespread sustainable business practices; and a robust local, circular economy. These strategies provide education, workforce training, and business assistance to facilitate the transition to a green economy. They also emphasize using resources more efficiently and promoting re-use and repair over buying new to reduce greenhouse gas emissions from new construction and consumption of goods and services.

**G-1.1: Incentivize green infrastructure.**  
 Potential actions include:

- Develop municipal standards for green building design, construction, and capital projects, working with a multi-disciplinary team.
- Partner with local organizations and educational institutions to host workshops and other trainings on green design and construction for City staff and community stakeholders.
- Conduct a feasibility study on using treated greywater and rainwater harvesting for non-potable water needs at city facilities.

**G-1.2: Participate in green economy innovations.**  
 Potential actions include:

- Inventory and evaluate green economy innovations to determine which are aligned with the city's vision, goals, and capacity.
- Partner with Everett Community College and Washington State University to invest in sustainable farming research & development.

**G-1.3: Recruit and support green business and industry.**  
 Potential actions include:

- With community stakeholders and partners, conduct a study and host a community conversation to identify threats to current industries, opportunities for new green businesses and industries, and areas that need support.
- Establish a locally controlled revolving loan fund or similar mechanism to improve community access to financing for green business and industry investments.
- Explore the viability of a cross-laminated timber plant in Everett.
- Encourage local recycling businesses in appropriate locations with appropriate standards.

**G-2.1: Increase education and workforce training specific to the green economy.**  
 Potential actions include:

- Determine how to support and marshal higher education resources at local community and technical colleges, and university extensions to respond to a changing climate.
- Explore the potential of establishing sustainable local businesses in neighborhoods that will promote the local green economy and compact, walkable communities.
- Work with economic development entities (e.g., Puget Sound Regional Council) to develop entrepreneurship programs for green jobs.

**EVERETT WASHINGTON**

**STATION 4 GREEN ECONOMY GOALS, STRATEGIES & ACTIONS**



**G-2.2: Increase local recruitment in green jobs and fields that address climate impacts.**  
 Potential actions include:

- Establish a local hiring preference for green jobs and jobs that reduce climate risks in Everett.
- Develop and promote internship and apprenticeship programs in the green economy.

**G-3.1: Incentivize local and green purchasing for city government and the community.**  
 Potential actions include:

- Promote local purchasing for businesses and residents, which supports local businesses and reduces GHG emissions from commerce-related transportation and food production and distribution.
- Develop a city-wide environmentally preferable purchasing policy.

**G-3.2: Catalyze a sharing and re-use economy.**  
 Potential actions include:

- Work with regional partners to promote eco-industrial development in the area, in which a waste stream from one firm becomes the raw material for another, thus minimizing the use of raw materials.
- Continue to support neighborhood events such as garage sales that extend the useful life of items, and clean-ups that increase recycling.
- Support "collaborative consumption" community projects, like tool libraries and repair cafes through mini-grant programs.

**G-3.3: Support local agriculture and small businesses.**  
 Potential actions include:

- Expand and encourage community gardens, urban agriculture, community supported agriculture (CSA), and farmer's markets that sell locally produced food.
- Support schools promoting local food production and community gardens.

**EVERETT WASHINGTON**

STATION **5** **COMPACT, MULTI-MODAL LAND USE**  
GOALS, STRATEGIES & ACTIONS

**WHAT ARE OUR GOALS?**

**LU-1:** Create centralized activity centers with a dense and diverse mix of services, amenities, jobs, and housing types in areas well-served by public transit.

**LU-2:** Develop vibrant, healthy, and livable neighborhoods.

**HOW CAN WE GET THERE?**

Mixed used development is already promoted in Everett's land use policy; incentives for market response are needed to push compact, multi-modal land use forward.

These strategies locate businesses, services, governmental offices, and schools that generate many trips near the permanent transit network, and prioritize vibrant, healthy, and livable neighborhoods for current and future residents.

**LU-1: Support intentional high-density development.**

Potential actions include:

- Incentivize infill and mixed-use development.
- Evaluate the effectiveness of zoning codes for and identify incentives to encourage Accessory Dwelling Units.

**LU-1.2: Locate development near transit and discourage car travel.**

Potential actions include:

- Adopt a Transit Communities Policy and create a Transit Communities Development Authority to implement transit-oriented development (TOD).
- Where parking demand is high, and where legal authority exists, explore ways to disincentive parking such as on-street parking pricing and Parking Benefit Districts.

**LU-2: Improve neighborhood walkability.**

Potential actions include:

- Require new development to provide pedestrian and transit connections between retail, living, and working places, and traffic calming and other safety-related improvements, as feasible and appropriate.
- Continue to implement the Bicycle Master Plan.

**LU-2.2: Increase, protect, and restore green spaces and natural areas within the community.**

Potential actions include:

- Create a comprehensive Tree Master Plan that focuses on increasing urban canopy cover.
- Continue to plan and develop a connected system of parks, open spaces, and trails throughout Everett.
- Create more usable green space in Everett's activity centers and work to incorporate a higher volume of smaller parks and urban public spaces.



STATION **6** **GOVERNANCE**  
GOALS, STRATEGIES & ACTIONS

**WHAT ARE OUR GOALS?**

**Gov-1:** Strengthen City capacity to support climate action.

**Gov-2:** Strengthen community capacity to support climate action.

**HOW CAN WE GET THERE?**

Capacity to support climate action at both the municipal and community level will be needed to implement the CAP successfully. Strategies that support foundational collaboration, capacity-building, and institutionalization of climate action include learning from other entities acting on climate change, staff training and resources, regular reporting, and centralized coordination of climate and sustainability activities.

**Gov-1.1: Engage with other governments and organizations around climate change.**

Potential actions include:

- Join regional groups such as the Puget Sound Climate Preparedness Collaborative to promote regional collaboration in climate action and preparedness.
- Work with grassroots organizations and partners to increase collaboration with community advocates.

**Gov-1.2: Improve City staff knowledge of and capacity for their role in climate action.**

Potential actions include:

- Create a centralized City climate/sustainability coordinator to support CAP monitoring and implementation.
- Create a management and reporting system for CAP metrics.
- Conduct annual GHG emissions inventories and identify process improvements to further reduce emissions during implementation.
- Educate City departments and staff about the CAP.

**Gov-1.3: Secure structural capacity.**

Potential actions include:

- Conduct climate risk assessments for the City's finances, insurance, and legal obligations, and identify approaches to reduce climate risks.
- Develop and secure specific funding source for CAP priorities and goals.
- Allocate cost savings from CAP implementation to future CAP actions.
- Consider climate change in all City Council policy, budgetary, or legislative decisions.

**Gov-2.1: Develop community leadership and involvement for climate action.**

Potential actions include:

- Design and promote accessible, relevant CAP educational materials to ensure full engagement of community members.
- Establish a residential climate action committee to serve as local ambassadors for CAP goals, actions, and strategies.

**Gov-2.2: Promote equitable climate action.**

Potential actions include:

- Create a report that identifies the differential impact of climate change on neighborhoods and communities.
- Develop and incorporate equity metrics into CAP evaluation.



# Appendix C. Implementation & Evaluation Frameworks

As discussed in the Implementation and Evaluation section, these matrices provide the framework for Everett’s Climate Action Plan implementation and evaluation strategy. Before diving into the full implementation of the Climate Action Plan, the City of Everett staff will have to complete some of the foundational actions listed in the Governance focus area to increase City capacity for climate action work. Once those actions are taken, the matrices listed below will help the City staff member responsible for implementation to track progress, develop a timeline, identify funding opportunities, and create accountability.

## IMPLEMENTATION MATRIX

#	Action	Lever	Timeframe	Lead Entity	Potential Partners	Cost	Potential Funding Strategies	Metrics	Unintended Consequences	Key Next Steps
<b>Strategy: Strategy within the CAP</b>										
<b>Action ID</b>	<b>Action name</b>	Identified mechanism for affecting change (e.g., policy, capital improvement project, monetary instrument, information/ education, partnership/ collaboration, or management practice)	Timeline for implementation (e.g., short-term, long-term)	City department, community organization, or partnership responsible for implementation of action	Identification of partners that can support implementation elements	Cost of implementing action	How the action will be funded	Metrics for evaluating implementation of the action	Possible unintended consequences to consider during action implementation	Progress update on the status of ongoing implementation

## EVALUATION MATRIX

Key Performance Indicator	Tracked?	Baseline	Current Value	2030 Target	2050 Target	Trend
<b>Goal: Goal within the CAP against which the KPI will assess progress.</b>						
<b>Metric being tracked</b> (unit of the metric)	Whether the metric is currently tracked for an alternative program/project	Baseline value to which the goal is being compared (year of data)	Value of the metric within the current reporting year	Target value of the metric in 2030	Target value of the metric in 2050	Current observed trend in KPI (e.g., Needs Work, On Track, Exceeding Goal)

# Appendix D. Multi-Criteria Analysis

This Climate Action Plan includes a qualitative assessment of the potential benefits associated with each action presented. To create this assessment, each action was qualitatively ranked high, medium, or low based on how well the action aligns with an established set of criteria. The full outcomes of these rankings are provided below.

Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.							
ID	Action						
T-1.1.1	Incentivize transit use by promoting benefits such as pre-tax transit passes and rebates to employees who give up use of employer parking facilities.	2.6	3.8	1.0	3.0	3.0	1.4
T-1.1.2	Advocate for regional congestion pricing authority, with flexibility to dedicate revenues to projects and services that would serve a variety of different transportation modes and options.	2.6	3.8	1.0	3.5	1.6	2.6
T-1.1.3	Accelerate the implementation of the "Complete Streets" policy by mandating all new transportation and land use projects to incorporate infrastructure for bicycles, pedestrians, and mass transit service unless a reasonable exemption is determined by the City Engineer.	3.4	3.8	2.3	3.5	4.4	3.0
T-1.1.4	Partner with the school district and Safe Routes to Schools to expand educational programs and events to encourage and promote walking and biking, including a Bike to School Day, walking school bus, and sidewalk painting for safe routes.	2.6	1.0	2.3	4.5	5.0	1.8
T-1.2.1	Work with third-party programs and businesses to increase the availability, accessibility, and convenience of shared mobility options (e.g., bike share, scooter share, car share).	3.1	3.0	1.7	5.0	3.8	2.6

APPENDIX D. MULTI-CRITERIA ANALYSIS

Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.			30%	20%	17%	17%	17%
<b>T-1.2.2</b>	Educate local employers on the options for and benefits of compressed work weeks, telecommuting, and other schedule adjustments that reduce commute trips. Share case studies and learnings from the City's internal implementation of these programs and from local businesses with innovative flexible work policies.	2.7	2.6	1.0	4.5	4.4	1.4
<b>T-1.2.3</b>	Continue to promote and support carpooling, vanpooling, and telecommuting amongst City employees to reduce drive alone commute trips.	2.3	1.0	1.0	4.5	5.0	1.0
<b>T-2.1.1</b>	Continue to invest in transitioning the Everett Transit fleet to an all-EV bus fleet.	3.1	3.8	2.3	2.5	4.4	2.2
<b>T-2.1.2</b>	Introduce a policy to replace City fleet vehicles with electric and hybrid options at the time of replacement.	2.1	1.0	1.0	3.5	4.4	1.4
<b>E-1.1.1</b>	Partner regionally and with Washington state to revise building codes to disincentivize natural gas for heating in buildings.	2.8	3.0	1.0	4.5	4.4	1.4
<b>E-1.1.2</b>	Study the benefits and economic tradeoffs of regulations that require all-electric buildings and disincentivize natural gas for new construction and major renovations/redevelopment. Options such as city mandates, building code updates, or ordinances should be explored as tools for transitioning new construction to all-electric for heating. Ideally, these regulations would cover both new construction and major renovations of existing buildings, including accessory dwelling units.	2.8	4.2	1.0	4.0	2.4	1.8

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Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.			30%	20%	17%	17%	17%
<b>E-1.1.3</b>	Work with regional energy partnerships to develop and implement an Electrification Action Plan for all City facilities. In new and existing buildings, incorporate strategies to address electricity storage, and focus on highlighting any hurdles or solutions that would be applicable to the broader community.	1.8	1.0	1.0	3.0	2.8	1.8
<b>E-2.1.1</b>	Create an Electric Vehicle (EV) Charging Station Action Plan.	3.3	5.0	1.7	3.5	2.8	2.2
<b>E-2.1.2</b>	Adopt an EV charging planning code amendment that would increase the charging requirements for new construction and renovations.	3.0	3.8	1.0	4.5	4.2	1.4
<b>GE-1.1.1</b>	Develop municipal standards for green building design, construction, and capital projects, working with a multi-disciplinary team. King County’s sustainable infrastructure scorecard is a potential evaluation model for internal standards.	2.5	1.0	1.0	4.5	4.2	3.4
<b>GE-1.1.2</b>	Encourage the use of green roofs, green walls, cool roofs, cool pavement, and additional landscaping tolerant to a range of climate conditions, especially in areas where urban heat island effects will be greatest.	3.4	1.8	4.3	5.0	3.6	3.4
<b>GE-1.1.3</b>	Conduct a feasibility study on using treated greywater and rainwater harvesting for non-potable water needs at city facilities.	2.4	1.0	1.0	4.0	4.4	3.0

APPENDIX D. MULTI-CRITERIA ANALYSIS

Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.			30%	20%	17%	17%	17%
<b>GE-1.1.4</b>	Adopt new stormwater development regulations (codes and standards) specified in the Permit and the new Ecology Stormwater Management Manual, including vesting requirements and new Low Impact Development (LID) Best Management Practices (BMPs). Implement new plan review, inspection, and escalating enforcement processes and procedures necessary to implement the program in accordance with Permit conditions.	<b>2.6</b>	1.0	2.3	4.0	3.8	3.0
<b>GE-1.2.1</b>	Work with partners in higher education and elsewhere to inventory and evaluate green economy innovations to determine which are aligned with the city's vision, goals, and capacity. These may include research centers for clean energy, water, manufacturing, and technology, as well as other endeavors.	<b>3.1</b>	3.0	1.6	3.5	3.8	4.2
<b>GE-1.2.2</b>	With community stakeholders and partners, conduct a study and host a community conversation to identify threats to current industries, opportunities for new green businesses and industries, and areas that need support.	<b>2.9</b>	1.0	3.6	3.5	5.0	3.0
<b>GE-1.2.3</b>	Focus some business development efforts on businesses that have fewer impacts on natural resources.	<b>2.4</b>	1.0	1.0	5.0	4.4	2.2
<b>GE-1.2.4</b>	Encourage local recycling businesses in appropriate locations with appropriate standards.	<b>2.7</b>	1.8	1.0	5.0	5.0	1.8
<b>GE-1.2.5</b>	Work with regional partners to support business and non-governmental organizational efforts to participate in the green economy.	<b>2.6</b>	1.8	1.7	3.5	3.6	3.0

APPENDIX D. MULTI-CRITERIA ANALYSIS

Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.			30%	20%	17%	17%	17%
<b>GE-2.1.1</b>	Explore the potential of small green commercial hubs—or clusters of sustainable local business—in neighborhoods that will promote the local green economy and compact, walkable communities.	2.7	1.8	1.7	3.5	4.4	3.0
<b>GE-2.1.2</b>	Establish a local hiring preference for green jobs and jobs that reduce climate risks in Everett.	2.9	1.0	1.7	4.5	5.0	4.2
<b>GE-2.1.3</b>	Work with local and regional partners to develop and promote internship and apprenticeship programs in the green economy.	2.7	1.8	1.7	3.5	4.2	3.0
<b>GE-3.1.1</b>	Promote local purchasing for businesses and residents to support local vendors, services, and stores and to reduce GHG emissions from commerce-related transportation and food production and distribution.	3.3	3.0	1.6	5.0	5.0	2.2
<b>GE-3.1.2</b>	Develop a city-wide environmentally preferable purchasing policy (EPP). Consider life-cycle costing as one of the decision-making tools in the EPP process.	1.9	1.8	1.0	3.5	2.4	1.0
<b>GE-3.1.3</b>	Replace all non-Energy Star office equipment and appliances at the end of their life cycle with Energy Star rated models. Require energy and water efficiency as a primary consideration for all future purchasing decisions.	2.1	1.8	1.0	3.0	4.4	1.0
<b>GE-3.1.4</b>	Develop and disseminate tools for writing green specifications, RFPs, and bids.	2.3	2.2	1.0	3.5	3.6	1.4

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Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.			30%	20%	17%	17%	17%
<b>GE-3.2.1</b>	Work with regional partners to promote eco-industrial development in the area, in which a waste stream from one firm becomes the raw material for another, thus minimizing the use of raw materials.	2.3	1.8	1.0	3.0	3.6	3.0
<b>GE-3.2.2</b>	Continue to support neighborhood events such as garage sales that extend the useful life of items, and clean-ups that result in recycling of appliances, metals, yard waste, etc.	2.8	1.8	1.7	5.0	5.0	1.4
<b>GE-3.2.3</b>	Support “collaborative consumption” community projects like tool libraries and repair cafes through mini-grant programs.	2.4	1.0	1.7	3.5	5.0	1.8
<b>GE-3.2.4</b>	Work with local and regional partners to conduct a public education and outreach campaign around local options for tool-lending libraries, car share, swap events, service websites, and exchange websites like Snohomish County’s Reusable Materials Exchange (2good2toss.com) and Facebook’s Buy Nothing groups.	2.5	1.8	1.7	3.5	5.0	1.4
<b>GE-3.3.1</b>	Expand and encourage community gardens, urban agriculture, community supported agriculture (CSA), and farmer’s markets that sell locally produced food.	2.7	1.0	2.3	4.0	5.0	2.6
<b>LU-1.1.1</b>	Incentivize infill and mixed-use development (e.g., through alternative code compliance, fee waivers, density bonuses, investment prioritization, development impact fees, tax benefits).	3.1	3.8	1.7	4.0	3.8	2.2
<b>LU-1.1.2</b>	Evaluate the effectiveness of zoning codes for and identify incentives to encourage Accessory Dwelling Units (i.e., mother-in-law units).	2.6	1.0	1.6	5.0	5.0	1.8

Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.			30%	20%	17%	17%	17%
<b>LU-1.1.3</b>	Adopt a Transit Communities Policy and create a Transit Communities Development Authority to implement transit-oriented development (TOD).	<b>3.9</b>	5.0	3.1	3.5	4.4	2.6
<b>LU-2.1.1</b>	Require new development to provide pedestrian connections between retail, living, and working places; transit connections and facilities; traffic calming and other safety-related improvements; sidewalks and trails; and pedestrian and bicycle amenities, as feasible or appropriate.	<b>3.2</b>	2.2	3.0	4.5	4.4	3.0
<b>LU-2.1.2</b>	Continue to implement the Bicycle Master Plan.	<b>2.9</b>	2.2	1.7	4.5	3.8	3.0
<b>LU-2.1.3</b>	Create a sidewalk, curb ramp, and crosswalk inventory to determine high-need areas. Seek additional funding to build sidewalks, crosswalks, and other walking infrastructure in high-need areas and fill connectivity gaps.	<b>2.6</b>	1.0	3.7	3.5	4.4	1.4
<b>LU-2.2.1</b>	Support increasing the City’s tree canopy through continued implementation of the City of Everett Tree Policy. Continue planting trees on publicly owned lands through on-going efforts such as the Green Everett Partnership in conjunction with Forterra.	<b>3.3</b>	2.2	3.0	5.0	4.8	2.6
<b>LU-2.2.2</b>	Continue to plan and develop a system of parks, open spaces, and trails throughout Everett.	<b>3.3</b>	2.2	3.0	4.5	5.0	3.0
<b>LU-2.2.3</b>	Create more usable green space in Everett’s activity centers and work to incorporate a higher volume of smaller parks and urban public spaces.	<b>2.9</b>	1.0	4.4	3.5	3.8	3.0

APPENDIX D. MULTI-CRITERIA ANALYSIS

Overall Scores:		Score Out of 5	Impact	Equity	Cost/ Affordability	Feasibility	Co-Benefits
A score of 5 is the highest possible score, indicating very high alignment with the criterion. A score of 1 is the lowest possible score, indicating very low alignment with the criterion.			30%	20%	17%	17%	17%
<b>GO-1.1.1</b>	Create a centralized City climate/sustainability coordinator to support CAP monitoring and implementation.	2.0	1.0	1.0	3.0	4.0	1.8
<b>GO-1.1.2</b>	Create a management and reporting system for key metrics of activities related to CAP goals. This could include the use of an online dashboard to report on the progress of actions that have been initiated, implementation schedule, community and municipal GHG emissions, and equity impacts of actions implemented.	2.1	1.0	1.0	4.5	3.6	1.4
<b>GO-1.1.3</b>	Educate all City staff members about the CAP.	2.3	1.0	1.0	4.5	4.8	1.4
<b>GO-1.1.4</b>	Evaluate the differential impact of climate change on neighborhoods and communities.	2.6	1.0	3.0	4.5	3.6	1.8
<b>GO-1.1.5</b>	Develop and incorporate equity metrics in the evaluation of CAP activities.	2.8	1.0	3.0	5.0	4.4	1.8

## References

- Beard, C. B., Eisen, R., Barker, C., Garofalo, J., Hahn, M., Hayden, M., . . . Schramm, P. (2016). *The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment*. Washington D.C.: U.S. Global Change Research Program.
- Bonauto, D., Anderson, R., Rauser, E., & Burke, B. (2007). Occupational Heat Illness in Washington State, 1995-2005. *American Journal of Industrial Medicine*, 940-950.
- Chiocchio, E. (2014). *Forest and Water Climate Adaptation: A Plan for the Santa Fe Watershed*. Santa Fe: Santa Fe Watershed Association. Retrieved September 18, 2019, from [www.santafewatershed.org/wp-content/uploads/2014/11/Santa-Fe-Watershed-Forest-Water-Climate-Adaptation-Plan-20141014web.compressed.pdf](http://www.santafewatershed.org/wp-content/uploads/2014/11/Santa-Fe-Watershed-Forest-Water-Climate-Adaptation-Plan-20141014web.compressed.pdf)
- Dalton, M. M., Mote, P. W., & Snover, A. K. (2013). *Climate Change in the Northwest: Implications for Our Landscapes, Waters, and Communities*. Washington D.C.: Island Press.
- Ecology, W. S. (2012). *Preparing for a Changing Climate: Washington State's Integrated Climate Response Strategy*.
- Hamlet, A. F., Elsner, M. M., Mauger, G. S., Lee, S.-Y., Tohver, I., & Norheim, R. A. (2013). *An Overview of the Columbia Basin Climate Change Scenarios Project: Approach, Methods, and Summary of Key Results*. Canadian Meteorological and Oceanographic Society.
- Isaksen, T., Yost, M., Hom, E., Ren, Y., Lyons, H., & Fenske, R. (2015). Increased Hospital Admissions Associated with Extreme-Heat Exposure in King County, Washington. *Reviews on Environmental Health*, 51-64.
- Jackson, E. J., Yost, M. G., Karr, C., Fitzpatrick, C., Lamb, B. K., Chung, H. S., . . . Fenske, R. A. (2010). Public Health Impacts of Climate Change in Washington State: Projected Mortality Risks Due to Heat Events and Air Pollution. *Climatic Change*, 159-186.
- Mauger, G. S., Casola, J. H., Morgan, H. A., Strauch, R. L., Jones, B., Curry, B., . . . Snover, A. K. (2015). *State of Knowledge: Climate Change in Puget Sound*. Seattle: Climate Impacts Group.
- Mauger, G., & Lee, S. (2014). Climate Change, Sea Level Rise, and Flooding in the Lower Snohomish River Basin. *The Nature Conservancy*.
- Mauger, G., Lee, S.-Y., & Won, J. (2018). *Mapping the Future of Flood Risk for the Stillaguamish and Snohomish Rivers*. Seattle: Climate Impacts Group.
- Miller, I., Morgan, H., Mauger, G., Newton, T., Weldon, R., Schmidt, D., . . . Grossman, E. (2018). *Projected Sea Level Rise for Washington State - A 2018 Assessment*. Seattle: University of Washington Climate Impacts Group.
- Monleon, V., & Lintz, H. (2015). Evidence of tree species' range shifts in complex landscape.
- Mote, P. W., Li, S., Lettenmaier, D. P., Xiao, M., & Engel, R. (2018). Dramatic Declines in Snowpack in the Western US. *Climate and Atmospheric Science*.

- Mote, P. W., Rupp, D. E., Li, S., Sharp, D. J., Otto, F., Uhe, P. F., . . . Allen, M. R. (2016). Perspective on the Causes of Exceptionally Low 2015 Snowpack in the Western United States. *Geophysical Research Letters*, 10,980-10,988.
- New Energy Cities and Stockholm Environment Institute. (2016). *Methodology for Goal and Scenarios for Everett Carbon Wedge Analysis*.
- Niemi, E. (2009). *An Overview of Potential Economic Costs to Washington of a Business-As-Usual Approach to Climate Change*. Eugene: The Program on Climate Economics, Climate Leadership Initiative, Institute for a Sustainable Environment, University of Oregon.
- NOAA's Climate Program Office. (n.d.). *U.S. Climate Resilience Toolkit - Everett, WA*, <https://crt-climate-explorer.nemac.org/location/?county=Snohomish+County&city=Everett,%20WA&fips=53061&lat=47.9789848&lon=-122.20207949999997>. (University of North Carolina Asheville) Retrieved November 15, 2019, from Climate Explorer.
- Petersen, S., Bell, J., Miller, I., Jayne, C., Dean, K., & Fougerate, M. (2015). *Climate Change Preparedness Plan For The Northern Olympic Peninsula*. North Olympic Peninsula Resource Conservation and Development Council.
- Riahi, K., Grubler, A., & Nakicenovic, N. (2007). Scenarios of long-term socio-economic and environmental development under climate stabilization. *Technol Forecast Soc Chang.*, 887-935.
- Rogeli, J., Meinshausen, M., & Knutti, R. (2007). Global warming under old and new scenarios using IPCC climate sensitivity range estimates. *Nature Climate Change*.
- Rogers, B. M., Neilson, R. P., Drapek, R., Lenihan, J. M., Wells, J. R., Bachelet, D., & Law, B. E. (2011). Impacts of Climate Change on Fire Regimes and Carbon Stocks of the U.S. Pacific Northwest. *Journal of Geophysical Research*.
- Snover, A., Raymond, C., Roop, H., & Morgan, H. (2019). *No Time to Waste. The Intergovernmental Panel on Climate Change's Special Report on Global Warming of 1.5 C and Implications for Washington State*. Seattle: University of Washington Climate Impacts Group.
- Van Vuuren, et al. (2011). The representative concentration pathways: An overview. *Climate Change*, 5-31.
- Vano, J., Voisin, N., Cuo, L., Hamlet, A., Elsner, M., Palmer, R., . . . Lettenmaler, D. (2010). Climate Change Impacts on Water Management in the Puget Sound Region, Washington, USA. *102*(1-2).
- WSDOH. (2018). *Washington Tracking Network: A Source for Environmental Public Health Data*. Washington State Department of Health.

**City Council Agenda Item Cover Sheet**

Council Bill #

**Consideration:** A Resolution for Expenditures of 2020 Human Needs Funding

**Project:** 2020 Human Needs Funding

Agenda dates requested:

1/15/2020

1/22/2020

**Partner/Supplier :**

**Location:**

**Preceding action:** Resolution 7428- Priorities 9/25/2019

Briefing 1/15

Proposed action

**Fund:** 009-5000199410

Consent

Action 1/22

Ordinance

Public hearing

**Fiscal summary statement:**

Yes  No

Amount Budgeted: \$447,200

Expenditure Amount: \$447,200

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Project summary statement:**

**Attachments:**

Resolution Human Needs Grant Funding

The Citizens Advisory Committee met twice in November 2019 to review and make funding recommendations regarding 48 applications submitted to the City for 2020 Human Needs Grants. The Committee's funding recommendations are reflected in the attached resolution and are based on the priorities adopted by City Council on September 25, 2019.

**Department(s) involved:**

Community Development

**Contact person:**

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Becky McCrary

**Phone number:**

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425-257-7133

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B.Ableman@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Recommendation:**

Adopt a Resolution for Expenditures of 2020 Human Needs Funding.



RESOLUTION NO. 7428

A **RESOLUTION** establishing Human Needs Priorities for 2020 Grant Funding

**WHEREAS,**

- a. The City Council has annually dedicated \$3 per capita for Human Needs Grant funding; and
- b. The City Council has annually dedicated an additional \$1 per capita to support Safe Streets programs to help address homelessness in the Community.
- c. The mission of the Housing and Community Development Citizen Advisory Committee is to review the human needs in the City of Everett, to prioritize those needs, and recommend allocating funds to most benefit those needs; and
- d. A Community Needs Assessment was prepared for the City of Everett dated March 19, 2019; and
- e. Community needs were identified by the public in several community engagement activities related to the 2020-2024 Consolidated Plan Update and human needs; and
- f. The Housing and Community Development Citizen Advisory Committee met on August 2, 2019 to review and recommend priorities for 2020; and
- g. The Housing and Community Development Citizen Advisory Committee recommends priorities based on identified needs and/or services supporting:
  - a. HOUSING
    - Legal aid for housing mediation.
    - Support Services
  - b. SERVICES
    - Mental health services.
    - Behavioral health services

- c. HOMELESSNESS
- Homeless health, mental health, substance abuse and other supportive services.
  - Homeless emergency shelter.
  - Homeless food services.
- d. The Community Needs Assessment also identified dental care, senior services, and medical care as basic need priorities areas in the community.
- e. Additional Human Needs funding made available in 2020 to target Safe Streets Programs should be prioritized to continue and maintain the mission of supporting pathways towards stability including shelter; housing, employment, diversion and prevention services for our most vulnerable residents; and
- f. Funded programs should address outcome criteria that:
- a. Increase self-sufficiency;
  - b. Promote health and healing;
  - c. Promote/address diversity and equity; and
  - d. Reward coordination and collaboration.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:**

The Everett City Council endorses the Citizen Advisory Committee's priority and criteria for 2020 and encourages qualified agencies to submit proposals that meet these priorities.

  
 Council Person Introducing Resolution

PASSED and APPROVED this 25 day of Sept., 2019.

  
 Council President



RESOLUTION No. \_\_\_\_\_

**Resolution for Expenditure of 2020 Human Needs Grant Funding**

**WHEREAS**, the City allocates funding each year to be used for human needs programs; and

**WHEREAS**, \$335,400 is included in the 2020 budget for this purpose; and

**WHEREAS**, an additional \$111,800 is included in the 2020 budget to support the Safe Streets Plan; and

**WHEREAS**, there exists in the community a call for funds to supplement human needs programs; and

**WHEREAS**, the City Council adopted priorities for Human Needs funding on September 25, 2019; and

**WHEREAS**, the Human Needs Committee supports funding services as necessary for achieving the goals of the Everett Streets Initiative and Safe Streets Plan; and

**WHEREAS**, on November 20, 2019, the Citizens Advisory Committee convened to consider and make annual recommendations to the City Council for allocation of these funds and voted to recommend funding as listed in Exhibit A to this Resolution; and

**WHEREAS**, based on the action of the Citizens Advisory Committee at the November 20, 2019, meeting, the following recommendations for the programs listed in Exhibit A are provided to the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE EVERETT CITY COUNCIL** that the Mayor or designee is authorized to execute a contract with each of the listed agencies for the programs and amount specified in Exhibit A.

**BE IT FURTHER RESOLVED**, that the Everett City Council authorizes payment of invoices for expenses incurred for the above purposes, not to exceed the individual amount for each agency, between January 1, 2020 and December 31, 2020.

\_\_\_\_\_  
Councilperson Introducing Resolution

Passed and approved this \_\_\_\_\_ day of January, 2020.

\_\_\_\_\_  
Council President

**Exhibit A**

	<b>AGENCY</b>	<b>AWARD</b>
<b>HOUSING</b>		
<b>1.</b>	<b>Snohomish County Legal Services:</b> Domestic Violence and Family Law Clinic	\$ 10,000
<b>2.</b>	<b>Volunteers of America:</b> Housing Crisis Intervention, Mediation, and Homelessness Prevention	\$ 39,835
<b>3.</b>	<b>ARC:</b> Independent Living (*)	\$ 35,000
<b>4.</b>	<b>Housing Hope:</b> Homeless Teen and Young Family Program	\$ 20,000
<b>5.</b>	<b>Cocoon House:</b> Journeys Young Adult Housing	\$ 39,000
<b>SERVICES</b>		
<b>6.</b>	<b>Everett Recovery Café:</b> Peer to Peer Recovery Support	\$ 10,000
<b>7.</b>	<b>Compass Health:</b> Cocoon House Homeless Shelter Counseling	\$ 20,000
<b>8.</b>	<b>Childstrive:</b> Community Engagement	\$ 10,000
<b>9.</b>	<b>Campfire:</b> Mega Clubs	\$ 10,000
<b>10.</b>	<b>Homage:</b> Mental Health Clinic	\$ 14,000
<b>11.</b>	<b>Dawson Place:</b> Child Advocacy Center Service Coordination	\$ 20,000
<b>12.</b>	<b>Catholic Community Services:</b> Volunteer Chore Services	\$ 12,000
<b>13.</b>	<b>Housing Hope:</b> Child and Family Specialist	\$ 10,000
<b>HOMELESSNESS</b>		
<b>14.</b>	<b>Cocoon House:</b> Cocoon House Central	\$ 19,565
<b>15.</b>	<b>Domestic Violence Services:</b> Children's Program	\$ 19,200
<b>16.</b>	<b>Faith Lutheran Church:</b> Hot Meal Coalition	\$ 26,800
<b>OTHER</b>		
<b>17.</b>	<b>Work Opportunities:</b> Employment Support for Individuals with Disabilities	\$ 10,000
<b>18.</b>	<b>Bridgeways:</b> Supported Employment	\$ 10,000
<b>TOTAL HUMAN NEEDS GRANTS</b>		<b>\$335,400</b>
<b>SAFE STREETS</b>		
<b>19.</b>	<b>Reserve for programs such as Motel Voucher Seasonal Emergency Shelter Program or other qualifying safe streets program</b>	\$18,370
<b>20.</b>	<b>Salvation Army:</b> Winter Shelter	\$27,500
<b>21.</b>	<b>Bridgeways:</b> MAP Court Liaison	\$50,000
<b>22.</b>	<b>Interfaith:</b> Cars to Housing Program	\$15,930
<b>TOTAL SAFE STREETS HUMAN NEEDS GRANTS</b>		<b>\$111,800</b>

**Project title:** Ordinance Vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.

**Council Bill #** *interoffice use*

*CB2001-01*

**Agenda dates requested:**

1/15/20  
1/22/20  
1/29/20

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

1. Ordinance

**Department(s) involved:**

All

**Contact person:**

Paul McKee

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**Email:**

pmckee@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Consideration:** Ordinance

**Project:** Ordinance Vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.

**Partner/Supplier :** 3113 Investments, LLC

**Location:** 3100 Block of Rockefeller Avenue

**Preceding action:** 10/9/2019 Passed Resolution No. 7435 and set public hearing date.  
11/6/19 Public Hearing

**Fund:** 145 – Real Property Fund

## City Council Agenda Item Cover Sheet

**Fiscal summary statement:**

The vacated right of way has an appraised value of \$100,800.00 to be paid as compensation to the City's Real Property Fund # 145.

**Project summary statement:**

On October 9, 2019, City Council passed Resolution No. 7435 accepting the petition and setting the Public Hearing date of November 6, 2019, for the proposed vacation of the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.

At the November 6, 2019, public hearing, no comments were received by the City Council regarding the proposed vacation.

The attached Ordinance requires that compensation equal to one hundred percent of the current appraised value (\$100,800) be provided to the City for the right of way area being vacated. Per Resolution 7397, one-half of the \$100,800 received as compensation for the right of way being vacated will be set aside to help the fund acquisition, improvement, development and/or related maintenance of public open space or transportation capital projects within the city.

**Recommendation (exact action requested of Council):**

Adopt Ordinance Vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.



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

An **ORDINANCE** providing for the Vacation of the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 793, Plat of Everett Land Company's First Addition to Everett.

**WHEREAS,**

- A. 3113 Investments, LLC owner of 3113 Rockefeller Ave (the "Petitioner") did petition for the vacation of certain rights of way in the City.
- B. The City Council did, by Resolution No. 7435, establish November 6, 2019, at 6:30 P.M. as the date of the public hearing.
- C. After holding the public hearing, the City Council determined that the public interest would best be served by granting the petition and vacating the rights of way as provided for in this Ordinance.

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

**Section 1.** Vacation.

The following described rights of way;

ALL THAT PORTION OF THE EAST/WEST ALLEY ABUTTING LOT 1, BLOCK 793, PLAT OF EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, IN SNOHOMISH COUNTY, WASHINGTON

are hereby vacated pursuant to the conditions set forth in this Ordinance.

**Section 2.** That the City shall not be responsible nor liable for storm drainage runoff resulting from existing drainage patterns as established on City rights of way that may currently, or in the future, go over, under or across the above-described rights of way.

**Section 3.** That this Ordinance shall not become effective until the Petitioners have compensated the City in an amount equal to one hundred percent of the current appraised value of the area described in Section 1. The Petitioners shall have ninety (90) days following passage of this Ordinance to exercise this vacation. Unless otherwise amended by City Council, this Ordinance shall be null and void if the Petitioners fail to exercise this vacation within ninety (90) days following passage of this

Ordinance.

**Section 4.** 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 numbers, and any internal references.

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** 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.

**Section 8.** Upon the satisfaction of the conditions as set forth in Section 3, this Ordinance shall become effective and a certified copy shall be recorded within the Snohomish County Auditor's Office.

**Section 9.** All moneys derived from the vacation of the herein described rights of way shall be deposited into the Real Property Acquisition Fund 145.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



**Project title:**

An Ordinance Removing "Supportive Housing" as a Permitted Use in Single-Family Zones, Repealing Ordinance No. 3500-16 (EMC 19.39.155), and Revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020)

**Council Bill #**

CB1911-54

**Agenda dates requested:**

January 15, 2020

Briefing

Proposed action X

Consent

Action X

Ordinance X

Public hearing was held on December 4, 2019

**Consideration:** Ordinance

**Project:** N/A

**Partner/Supplier :** N/A

**Location:** City Wide

**Preceding action:** In 2016 Council adopted Ordinance No. 1671-90 allowing supportive housing on publicly owned property in single-family zones. The City Council held a public hearing on December 4, 2019, concerning supportive housing in single family residential zones.

**Fund:** N/A

**City Council Agenda Item Cover Sheet**

**Fiscal summary statement:** N/A

**Project summary statement:**

The ordinance would remove supportive housing as a permitted use in single-family zones, and continue the parking reduction available to supportive housing projects permitted in other zones but tailor the parking requirement to each project through a parking study.

**Recommendation (exact action requested of Council):**

Adopt Ordinance Removing "Supportive Housing" as a Permitted Use in Single-Family Zones, Repealing Ordinance No. 3500-16 (EMC 19.39.155), and Revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020)

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Ordinance

**Department(s) involved:**

Planning, Legal

**Contact person:**

Allan Giffen

**Phone number:**

425-257-8725

**Email:**

agiffen@everettwa.gov

**Initialed by:**



Department head

Administration

Council President

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

**An ORDINANCE Removing “Supportive Housing” as a Permitted Use in Single-Family Zones, Repealing Ordinance No. 3500-16 (EMC 19.39.155), and Revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020).**

**WHEREAS**, the City Council finds the following:

1. “Supportive housing,” as defined in Everett’s zoning code, is multi-family housing in which certain supportive services are provided to the residents.
2. On June 8, 2016, the Everett City Council adopted Ordinance No. 3500-16, allowing supportive housing on publicly owned land in single-family zones.
3. On June 12, 2019, the Everett City Council enacted a moratorium on the development of supportive housing in single family zones.
4. On July 10, 2019, the City Council conducted a public hearing and identified a list of issues for the Planning Commission to address relative to supportive housing in single family zones.
5. The Planning Commission held public workshops on August 20 and September 17, 2019, and a public hearing on October 15, 2019.
6. The Planning Commission recommended eliminating “supportive housing” as a permitted use in single-family residential zones and amending the regulations for supportive housing in other zones.
7. The City Council held a public hearing on December 4, 2019, to consider the Planning Commission recommendation and take public testimony.
8. On December 11, 2019, the City Council passed a motion extending the moratorium for 90 days.
9. The City Council has determined that all housing in single family zones must comply with the development standards applicable in the zone in which the project is located, and that the rezone process is the appropriate process to allow multiple family residential structures on land currently zoned single-family.
10. Council wishes to amend the off-street parking standards for supportive housing to tailor the parking requirement to the needs of each project.

**WHEREAS**, the City Council concludes the following:

1. The City has followed the procedural requirements for considering amendments to the regulations of the zoning code.
2. Removing “supportive housing” as a permitted use on publicly owned land in single family zones will reduce the potential for supportive housing in Everett by up to four sites. Given the amount of land zoned for multiple family housing in multi-family and commercial / mixed use zones elsewhere in the city, this reduction will not result in a lack of opportunities to establish supportive housing in Everett.
3. Amending the zoning code regulations to remove “supportive housing,” which by definition consists of multiple-family housing, as a permitted use in single-family zones is consistent with comprehensive plan policies regarding the protection of single-family neighborhoods, and land use policies calling for the preservation of single-family zoned neighborhoods for compatible residential use.
4. Supportive housing will continue to be a permitted use in zones that allow multiple family housing with the same review process and development standards as multiple family housing, consistent with State law, the Fair Housing Act, and Americans with Disabilities Act.
5. The recommended action provides for the public health, safety and welfare.
6. The recommended action promotes the best long-term interests of the Everett community.

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

**Section 1.**

Section 36 of Ordinance No. 2397-99, as amended by Section 2 of Ordinance No. 3500-16, Table No. 5.1 (EMC 19.05, Table No. 5.1), which reads as follows:

ZONE USE	A-1	R-S	R-1	R-2	R-1(A) R-2(A)	R- 3(L)	R-3	R-4 R-5	B-1	B-2 B- 2(B)	BMU	E-1	MUO	C-1 C-1R	C-2	W-C	M-S	M	M- 1	M- 2
Supportive housing		III(18) (27)	III(18) (27)	III(18) (27)	III(18) (27)		II(7)	II(7) (20)	II(10)	II(7)	II(7)	II(7)	II(7)	II(7)		II(7) (24)				

Is hereby amended to read as follows:

ZONE USE	A-1	R-S	R-1	R-2	R-1(A) R-2(A)	R-3(L)	R-3	R-4 R-5	B-1	B-2 B-2(B)	BMU	E-1	MUO	C-1 C-1R	C-2	W-C	M-S	M	M-1	M-2	
<del>Supportive housing</del>		<del>III(18) (27)</del>	<del>III(18) (27)</del>	<del>III(18) (27)</del>	<del>III(18) (27)</del>	<del>II(7) (27)</del>	<del>II(7) (27)</del>	<del>II(7) (20) (27)</del>	<del>II(10) (27)</del>	<del>II(7) (27)</del>	<del>II(7) (27)</del>	<del>II(7) (27)</del>	<del>II(7) (27)</del>	<del>II(7) (27)</del>	-	<del>II(7) (24) (27)</del>	-	-			

**Section 2.** Section 4 of Ordinance No. 3500-16, Special Regulation No. 27 (EMC Chapter 19.05, Table No. 5.1), which reads as follows:

(27) Permitted only on land owned by a public agency or that the public agency has transferred to another entity for the purpose of developing supportive housing.

Is hereby repealed.

**Section 3.** Section 2 (Exhibit 1) of Ordinance No. 3616-18 (EMC 19.34.020, Table No. 34-1), which reads as follows:

**Table 34-1: Off-Street Parking**

**Spaces Required**

Land Use	Minimum Parking Spaces Required*
<b>RESIDENTIAL</b>	<i>Spaces per dwelling unit unless otherwise indicated</i>
<b>Group housing, including group homes, supportive housing, temporary</b>	<i>1 per 4 bedrooms, plus 1 per every 2 employees on</i>

**Table 34-1: Off-Street Parking  
Spaces Required**

Land Use	Minimum <b>Parking Spaces</b> Required*
housing (temporary shelter home)	<i>shift (2 spaces minimum)</i>

Is hereby amended to read as follows:

**Table 34-1: Off-Street Parking  
Spaces Required**

Land Use	Minimum <b>Parking Spaces</b> Required*
<b>RESIDENTIAL</b>	<i>Spaces per dwelling unit unless otherwise indicated</i>
<b>Group housing, including group homes, <u>supportive housing</u>, temporary housing (temporary shelter home)</b>	<i>1 per 4 bedrooms, plus 1 per every 2 employees on shift (2 spaces minimum)</i>
<b><u>Supportive housing</u></b>	<i><u>As determined by planning director and city engineer, with no less than a minimum of 1 per 4 bedrooms, plus 1 per every 2 employees on shift (2 spaces minimum). When allowed to be less than required for multiple family housing, must be located within 1,320 feet walking distance of public transit</u></i>

**Table 34-1: Off-Street Parking  
Spaces Required**

Land Use	Minimum <b>Parking Spaces</b> Required* <i>stop, with pedestrian access on sidewalk or safe walking path.</i>
----------	--

**Section 4.** Section 8 of Ordinance No. 3500-16 (EMC 19.39.155), which reads as follows:

**Supportive housing.**

A. Permanent supportive housing shall comply with the development standards and design guidelines for multiple-family development for the zone in which such housing is located except as specified herein.

1. The allowed density shall be the number of units that can be placed on the site while meeting the dimensional standards and all other required standards of the zone in which the project is located except that in single-family zones, building height shall be determined during the review process based upon compatibility with surrounding uses.
2. Access to transit must be available within five hundred feet of the development.
3. A written management plan shall be provided for the review and approval of the planning director. At a minimum, a management plan shall address the following components:
  - a. Specify the nature of the supportive housing project and its intended occupants;
  - b. Identify potential impact(s) on nearby residential uses and proposed methods to mitigate those impacts;
  - c. Include a neighborhood outreach plan that addresses how the applicant will communicate with and inform the neighborhood before and after project approval;
  - d. Identify the project management or agency to whom support staff are responsible and who will be available to resolve concerns pertaining to the facility. The plan shall specify procedures for updating any changes in contact information;

- e. Identify staffing, supervision and security arrangements appropriate to the facility. A twenty-four-hour on-site manager is required;
  - f. On-site services shall be for residents of the facility only;
  - g. The management plan will contain requirements for updating all contact information to the city when changes occur;
  - h. If the planning director determines at any time there is evidence of fraud in obtaining the permit; concealment or misrepresentation of any material fact on the application or on any subsequent applications or reports; or that the supportive housing project is found to be in violation of the approved plans, conditions of approval, or the terms of the permit or management plan, and the owner has failed to correct the violation after proper notice thereof; then the city may initiate compliance proceedings as provided by Chapter 1.20.
4. A use compliance inspection or report may be required periodically by the city as determined by the planning director. If a permanent supportive housing project is discontinued or abandoned, future use of the property shall be in conformance with the use and development standards of the underlying zone or overlay zone.

**Is hereby repealed.**

**Section 5.** The moratorium established by Ordinance No. 3686-19, as extended by City Council motion on December 11, 2019, shall become void upon the effective date of this ordinance.

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

**Section 7. Severability.** Should any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance or its application to any person or situation, be declared unconstitutional, invalid for any reason, or preempted by state or federal law or regulations, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other persons or situations. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions be declared unconstitutional, invalid, or preempted.

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

**Section 9. Savings.** The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 10. Corrections.** 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 numbers, and any references thereto.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



An Amendment Changing Maximum Building Heights in the Metro Everett Subarea Plan, Amending Section 1 of Ordinance 3613-18 and Amending Maximum Building Heights in Metro Everett in the Zoning Code, Amending Ordinance No. 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420.A)

**Project title:**

**City Council Agenda Item Cover Sheet**

**Council Bill #** *interoffice use*

CB1912-70

**Agenda dates requested:**

01/08, 01/15, 01/22

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Ordinance

**Department(s) involved:**

Planning

**Contact person:**

David Stalheim

**Phone number:**

425-257-8731

**Email:**

dstalheim@everettwa.gov

**Initialed by:**



Department head

Administration

Council President

**Project:** Ordinance

**Partner/Supplier :**

**Location:** Metro Everett

**Preceding action:** Ord. 3613-18 and Ord. 3615-18 passed on August 29, 2018

**Fund:** n/a

**Fiscal summary statement:**

None

**Project summary statement:**

This is an application to amend the Metro Everett Subarea Plan Height Limits (Figure 26) and the Maximum Building Heights in Chapter 20 of the Zoning Code (Map 20-5) from four (4) floors to six (6) to eight (8) floors on the 2200 block of Everett Ave between McDougall Ave and Rainier Ave. The additional two floors (7-8) are available only through compliance with the city height incentive requirements of Chapter 20 of the Zoning Code.

**Recommendation (exact action requested of Council):**

Adopt the Proposed Ordinance Changing Maximum Building Heights in the Metro Everett Subarea Plan, Amending Section 1 of Ordinance 3613-18 and Amending Maximum Building Heights in Metro Everett in the Zoning Code, Amending Ordinance No. 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420.A)



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

**An Amendment Changing Maximum Building Heights in the Metro Everett Subarea Plan, Amending Section 1 of Ordinance 3613-18 and Amending Maximum Building Heights in Metro Everett in the Zoning Code, Amending Ordinance No. 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420.A)**

**WHEREAS,**

- A. Dennis Wagner and Kenneth Dayton are the owners of property on the north side of the 2200 block of Everett Avenue between McDougall Ave and Rainier Ave.
- B. Dennis Wagner and Kenneth Dayton submitted an application to amend the Metro Everett Subarea Plan Height Limits (Figure 26) from four (4) floors to six (6) to eight (8) floors for their property, along with property on the south side of the 2200 block of Everett Ave.
- C. Dennis Wagner and Kenneth Dayton submitted a concurrent application to amend the Maximum Building Heights in Metro Everett in Chapter 20 of the Zoning Code (Map 20-5), along with property on the south side of the 2200 block of Everett Ave.
- D. The Planning Commission reviewed the proposed amendments, received public input at a duly advertised public hearing and found that:
  - a. A Determination of Nonsignificance (DNS) under the State Environmental Policy Act was issued on September 17, 2019 regarding the proposed action.
  - b. Notice of the application, SEPA determination and public hearing were provided as required by city ordinance and state law.
  - c. Amendment of the Comprehensive Plan must consider the factors outlined in Chapter 1, Introduction, Section VII.I of the Everett Comprehensive Plan.
  - d. Amendment of the Zoning Code for must meet the criteria outlined in EMC 19.41.170.C.
  - e. The Metro Everett Subarea Plan designates this property Urban Mixed on the Land Use Map, and the north side of Everett Avenue in this block is designated as a Transit-Oriented Development (TOD) Street. The Urban Mixed designation is an area where the greatest heights and redevelopment will occur" (LU-1) and the TOD street is where "taller buildings and high floor-to-area (FAR) ratio[s]" should be required (LU-23).

f. The Urban Design Chapter of the Metro Everett Subarea Plan says “[b]uildings should be designed so that shadows on public spaces, such as parks and plazas, are minimized..[and] height and design standards...minimize the casting of shadows on adjacent residential properties, particularly single-family neighborhoods that border Metro Everett on the north.” (UD-2) The property to the north of this proposal is owned by the Everett School District and is used as an off-street parking area and tennis court, with North Middle School further to the north. A shading analysis indicates that the additional heights would not impact North Middle School, but some minor impacts to residential homes to the northeast might occur with the evening sun.

E. The Planning Commission based on their findings concluded that:

- a. The limitation in heights to four (4) floors along a Transit-Oriented Street was inconsistent with policies to require taller buildings along such streets.
- b. The additional heights allowed by this amendment will not create shadows on public spaces, such as parks and plazas, and the impact to single family homes to the east is minimized.
- c. The proposal promotes the best long-term interests of Everett by promoting development along our transit-oriented streets.

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

**Section 1.** Section 1 of Ordinance 3613-18, Figure 26 of the Land Use Chapter in the Metro Everett Subarea Plan, is amended as set forth in Exhibit A.

**Section 2.** Ordinance 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (codified at EMC 19.20.420(A)) is amended as set forth in Exhibit B.

**Section 3.** 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 numbers, and any internal references.

**Section 4.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 5.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Exhibit A

Amend Figure 26 in Chapter 4, Land Use of the Metro Everett Subarea Plan as set forth below.

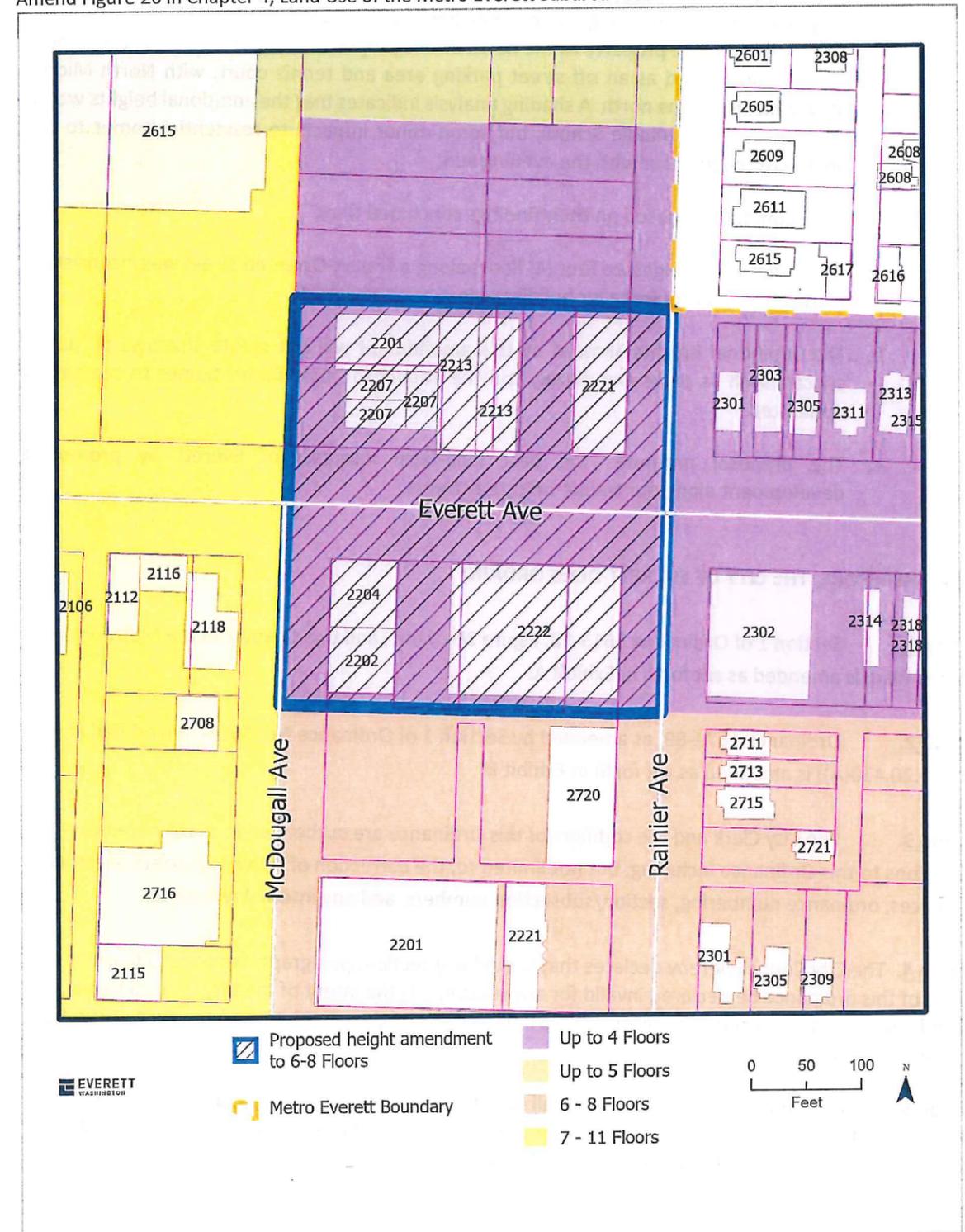
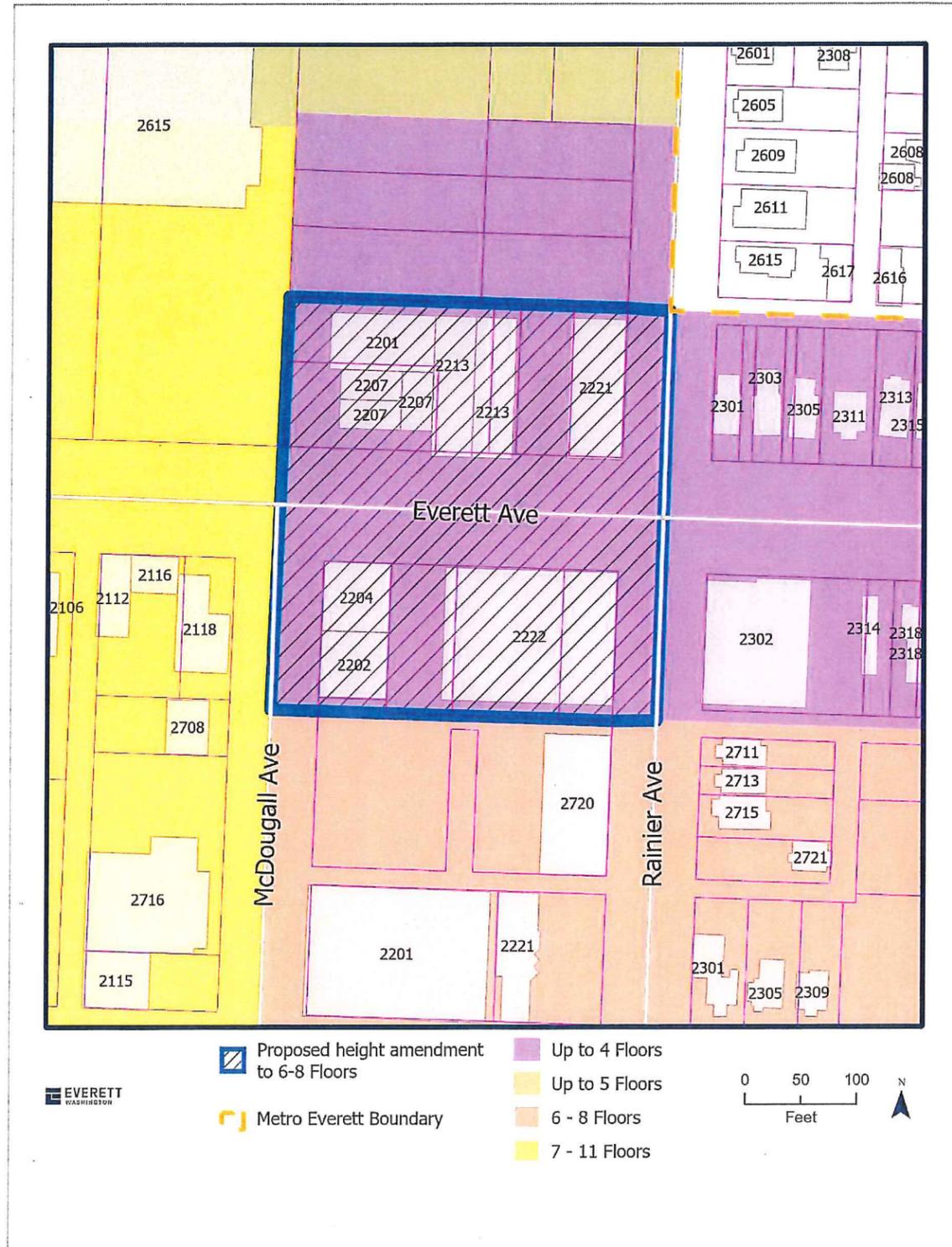


Exhibit B

Amend Map 20-5 in the Everett Zoning Code as set forth below.



# Metro Everett Height Map Amendment Dennis Wagner – Kenneth Dayton

David Stalheim, Long Range Planning Manager  
City Council Meeting, January 8, 2020



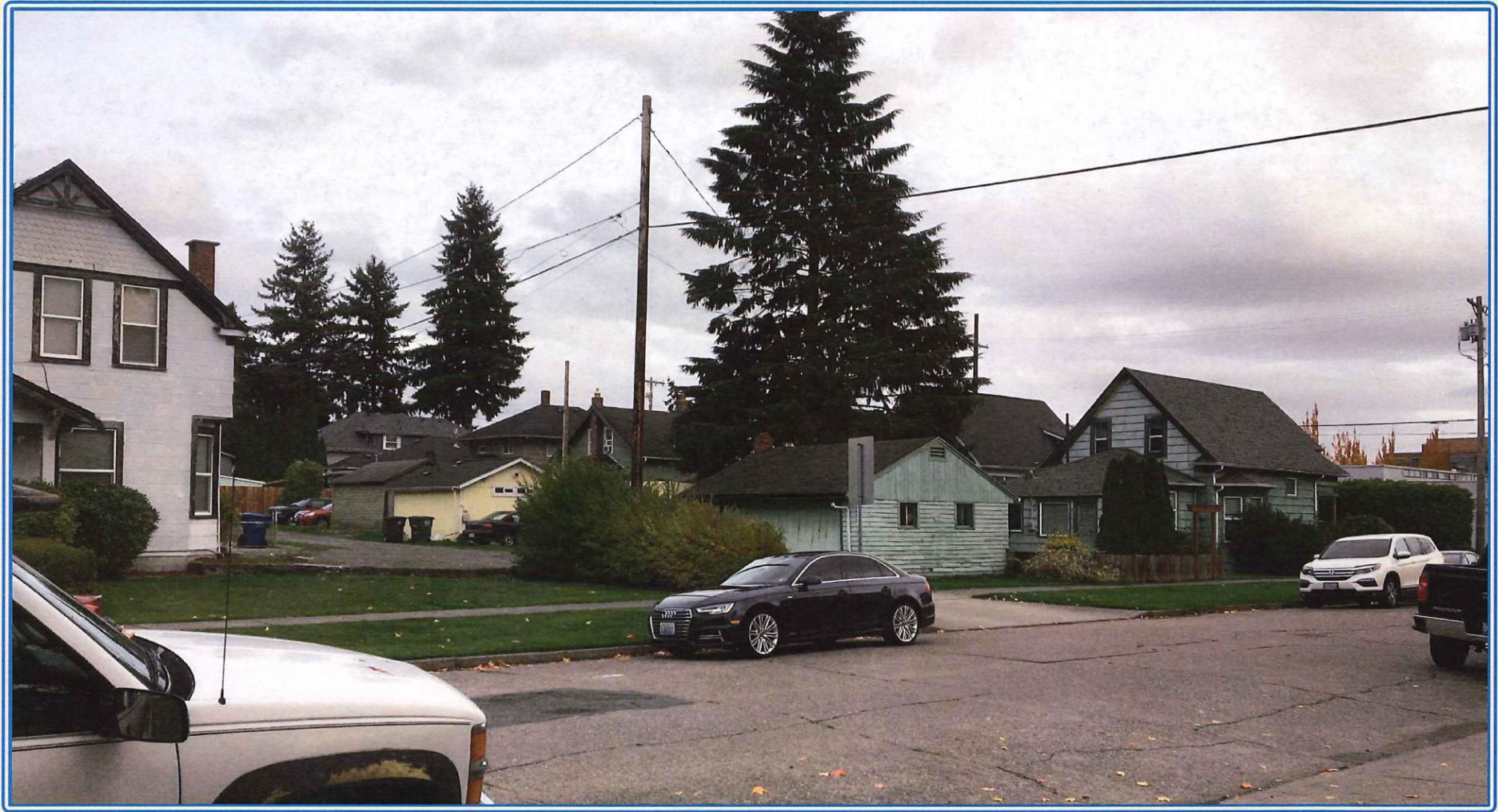
## Request(s)

- 1) Amend Metro Everett Subarea Plan Height Limits (Figure 26); and
- 2) Amend the Maximum Building Heights in Metro Everett in Chapter 20 of the Zoning Code (Map 20-5).
  - Changes the current maximum from four (4) floors to six (6) to eight (8) floors.
  - Additional two floors are available only with city height incentive requirements of Chapter 20 of the Zoning Code.













## Review

- North side of Everett Ave is for transit-oriented development (TOD)
- TOD streets are where taller buildings are expected
- North side has a 4 story minimum and 4 story maximum
- Buildings should be designed so that shadows on public spaces and adjacent residential properties are minimized





**Computation path of the sun for:**

98120 Everett, USA  
 21.Mar.2020 17:54 UTC-7

**Solar data for the selected location**

Dawn:	06:37:22
Sunrise:	07:07:57
Culmination:	13:15:43
Sunset:	19:24:23
Dusk:	19:55:04
Daylight duration:	12h16m26s
Distance [km]:	149.063.783
Altitude:	14.13°
Azimuth:	255.03°
Shadow length [m]:	79.43
at an object level [m]:	20

**Geodata for the selected location**

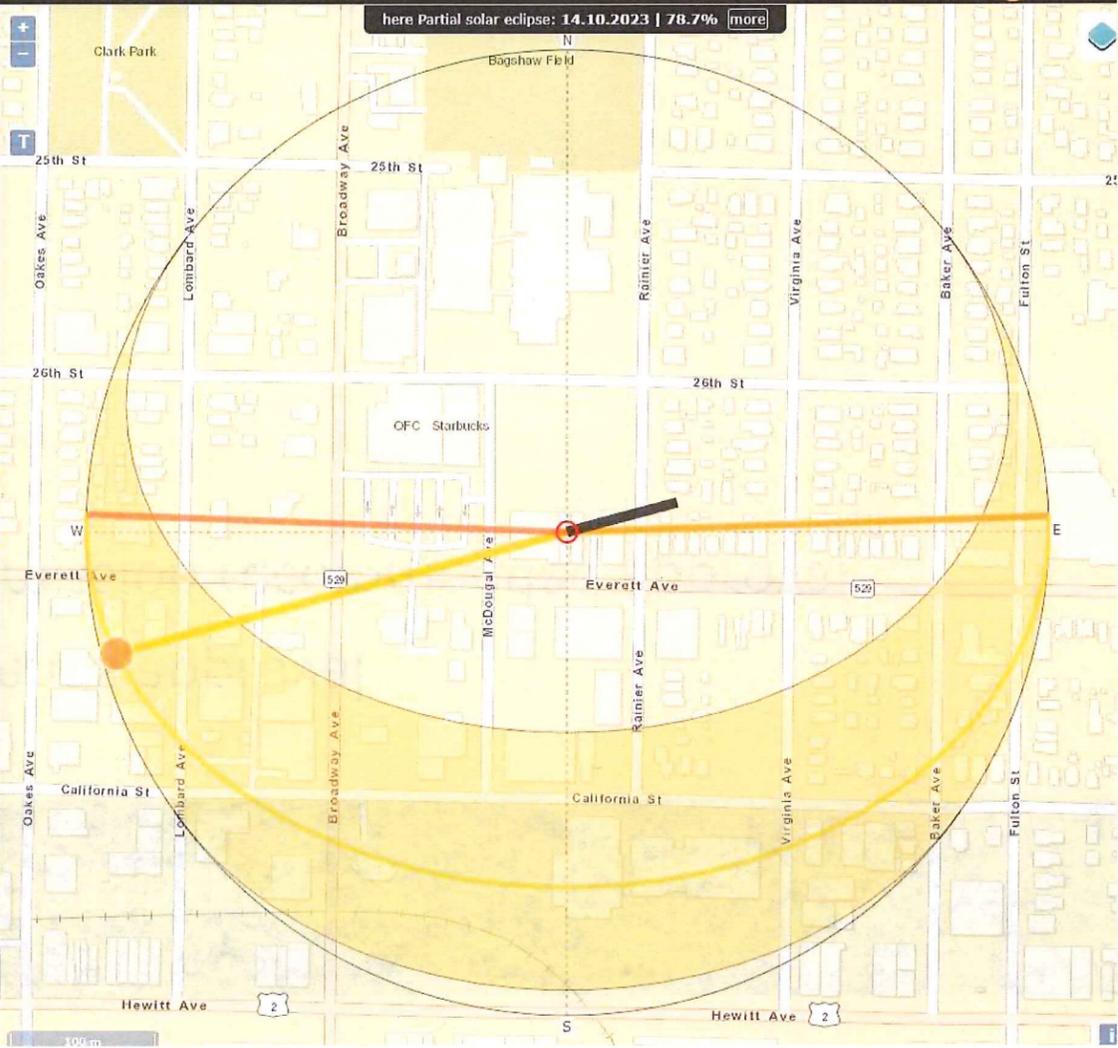
- More solar data
- Print
- Contact
- Help & API

SunCalc shows the movement of the sun and sunlight-phase for a certain day at a certain place. You can change the suns positions for sunrise, selected time and sunset see. The thin yellow-colored curve shows the trajectory of the sun, the yellow deposit shows the variation of the path of the sun throughout the year. The closer a point in the center, the higher the sun above the horizon. The colors in the above time-slider shows the sunlight during the day. The sun on the time slider can be moved by mouse or with the arrow keys of the keyboard

API to link to this page!  
 API for developers

The same for the Moon  
 Legal Disclosure / Privacy Policy

Enter Your Location Now



## Recommendation

- Staff recommends approval
- Planning Commission recommended approval



**QUESTIONS? DISCUSSION**





**Project title:** An Ordinance creating a special improvement project entitled "Lift Station #15 and Shore Avenue Forcemain" Fund 336, Program 005.

**City Council Agenda Item Cover Sheet**

**Council Bill #**  
CB 1912-71

**Agenda dates requested:**  
January 8, 2020

Briefing  
Proposed action  
Consent  
Action  
Ordinance  X  
Public hearing  
Yes  No  X

**Budget amendment:**  
Yes  No  X

**PowerPoint presentation:**  
Yes  No  X

**Attachments:**  
Proposed Ordinance

**Department(s) involved:**  
Public Works, Admin

**Contact person:**  
Dave Voigt

**Phone number:**  
(425) 257-8983

**Email:**  
dvoigt@everettwa.gov

**Consideration:** Plans & Systems Ordinance  
**Project:** Lift Station #15 and Shore Avenue Forcemain  
**Partner/Supplier :**  
**Location:** Edgewater Park, Shore Avenue  
**Preceding action:** None  
**Fund:** 336

**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the project is \$2,000,000.

**Project summary statement:**

Based on a recent evaluation, the southernmost segment of the Mukilteo Beach Interceptor has deteriorated. This project will collect flow from 413 single family homes at a new sewer lift station, Lift Station #15 near Edgewater Park, and pump through a new forcemain for approximately 2,700 linear feet along Shore Avenue.

The City is planning on replacing the Edgewater Bridge in 2021 and some existing sewer infrastructure must be relocated to avoid conflicts with the bridge reconstruction. Additionally, an existing sewer service to the Port of Everett Boeing pier must be connected to the new lift station.

**Initialed by:**  
  
Department head  
  
Administration  
  
Council President

**Recommendation (exact action requested of Council):**

Adopt an Ordinance creating a special improvement project entitled "Lift Station #15 and Shore Avenue Forcemain" Fund 303, Program 005.



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

An **ORDINANCE** creating a special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, to accumulate all costs for the improvement.

**WHEREAS,**

- A. The City of Everett is committed to a planned sewer infrastructure replacement program.
- B. The City of Everett had identified the need and obtained funds to construct certain sewer lift station and forcemain replacements.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 005, entitled “Lift Station #15 and Shore Avenue Forcemain” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

**Section 2.** Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

**Section 3.** The sum of \$2,000,000 is hereby appropriated to Fund 336, Program 005, “Lift Station #15 and Shore Avenue Forcemain” as follows:

A. Estimated Project Costs	\$2,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$2,000,000

**Section 4.** 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 numbers, and any internal references.

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** 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.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_