

SPECIAL MEETING: PLEASE NOTE CHANGE IN TIME

YOU MAY CALL IN AT 6:00 P.M. PRIOR TO THE MEETING TO PROVIDE PUBLIC COMMENT AT THE COUNCIL MEETINGS AT 1.425.616.3920, Conference ID: 467 218 968#

WE ENCOURAGE YOU TO PROVIDE YOUR COMMENTS IN WRITING BEFORE THE MEETING AT COUNCIL@EVERETTWA.GOV.

YOU MAY CALL IN TO LISTEN TO THE COUNCIL MEETINGS AT 1.425.616.3920, Conference ID: 724 887 726#

**EVERETT CITY COUNCIL PRELIMINARY AGENDA
6:30 P.M., WEDNESDAY, JUNE 17, 2020
CITY COUNCIL CHAMBERS**

Roll Call

Approval of Minutes: June 10, 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 \$1,906,538.10 for the period of May 30, 2020 through June 5, 2020.

Documents:

[res-26.pdf](#)

(2) Award and authorize purchase of three Ford Chassis Trucks from Bickford Ford from Snohomish County Contract #062-16SR/EVT#2018-065 in the amount of \$125,152.90 including Washington State sales and vehicle taxes.

Documents:

[Ford Chassis.pdf](#)

(3) Award and authorize purchase of various auxiliary equipment form Northend Truck Equipment Co., Inc. from the City of Seattle Contract #3205/EVT#2018-064 in the amount of \$182,018.75, including Washington State sales tax.

Documents:

[Northend.pdf](#)

(4) Authorize the Mayor to sign the Professional Services Agreement with Natural Systems Design for monitoring services at the Smith Island Estuary Restoration site in the amount of \$77,850.

Documents:

[Natural Systems Design.pdf](#)

(5) Accept the Water Filtration Plant Process Water Pump Station as complete and authorize the Mayor to sign the Certificate of Completion and release of retention bond.

Documents:

[Water Filtration Sultan.pdf](#)

PUBLIC HEARING:

(6) Ordinance No. 3752-20 -A public hearing on Interim Emergency Ordinance temporarily postponing expiration of Development Applications and Approved Land Use Actions and Construction Permits.

Documents:

[Ord 3752 20.pdf](#)

ACTION ITEMS:

(7) CB 2005-34 –3rd and final Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, “Sewer “O” Utility Upgrades” Fund 336, Program 013.

Documents:

[CB2005-34.pdf](#)

(8) Award Bid for Sewer “O” Utility Upgrades Project to Interwest Construction, Inc., in the amount of \$4,234,567.89.

Documents:

[Interwest.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.)

(9) Adopt Resolution amending the 2019 Annual Action Plan to use CDBG-CV funds for Public Services activities.

Documents:

[CDBG.pdf](#)

PROPOSED ACTION ITEMS:

(10) CB 2005-35 –2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, "100th Street SW Improvements" Fund 303, Program 120. (3rd and final reading on 6-24-20).

Documents:

[CB 2005-35.pdf](#)

(11) CB 2006-36 –2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, "Grand Avenue Utilities Replacement" Fund 336, Program 014. (3rd and final Reading on 6-24-20).

Documents:

[CB2005-36-1.pdf](#)

(12) CB 2006-37 –2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, "1-5 & US-2 Interchange Justification Report (IJR) Planning Study" Fund 303, Program 121. (3rd and final Reading on 6-24-20).

Documents:

[CB 2006-37.pdf](#)

Executive Session

Adjourn

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

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

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



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 May 30, 2020 through June 5, 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	2,716.68	101	Parks & Recreation	6,717.23
002	General Government	683.87	110	Library	6,336.74
003	Legal	2,003.42	112	Community Theater	12,500.00
004	Administration	1,647.89	115	Gen Govt Special Projects	2,430.00
005	Municipal Court	2,259.14	120	Public Works-Streets	14,840.20
007	Human Resources	838.37	138	Hotel/Motel Tax	60.00
009	Misc Financial Funds	369,001.63	146	Property Management	130,900.27
010	Finance	3,473.03	148	Cum Reserve-Parks	106.60
015	Information Technology	13,938.90	152	Cum Reserve-Library	32.96
018	Communications, Mktg & Engage	39.67	153	Emergency Medical Services	48,989.00
021	Planning & Community Develop	8,462.52	154	Real Estate Excise Tax	55,925.17
024	Public Works-Engineering	23,908.26	156	Criminal Justice	158,598.39
026	Animal Shelter	1,637.53	197	CHIP Loan Program	151.71
027	Senior Center	488.90	303	PW Improvement Projects	65,890.57
031	Police	86,525.49	336	Water & Sewer Sys Improv Proj	49,604.25
032	Fire	27,721.78	342	City Facilities Construction	162.00
038	Facilities/Maintenance	13,167.95	401	Public Works-Utilities	464,932.84
	TOTAL GENERAL FUND	\$ 558,515.03	402	Solid Waste Utility	6,226.04
			425	Public Works-Transit	36,055.17
			430	Everpark Garage	18,623.96
			440	Golf	7,995.09
			501	MVD-Transportation Services	66,387.99
			503	Self-Insurance	55,505.50
			505	Computer Reserve	80,085.93
			507	Telecommunications	3,155.66
			637	Police Pension	7,961.29
			638	Fire Pension	7,859.59
			665	Other Special Agency Funds	39,988.92
			TOTAL CLAIMS	\$ 1,906,538.10	

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2020

Council President



Project title: Award and Authorize Purchase of Three Ford Chassis Trucks from Bickford Ford from Snohomish County Contract #062-16SR/EVT#2018-065

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Snohomish County Contract #062-16SR/EVT#2018-065

Partner/Supplier: Bickford Ford

Location:

Preceding action: 2020 Vehicle Replacement Budget Adoption

Agenda dates requested:

June 17, 2020

Fund: 126

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Vehicle Quotes

Department(s) involved:

Purchasing, Motor Vehicles, Parks, and Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

Funding for the vehicles was approved in the 2020 vehicle replacement budget.

Project summary statement:

Department	New Vehicle Requested	New Unit #	Replacing Vehicle #	Cost
Parks	(1) 2020 Ford F-350 Super Cab 4X4 SRW Chassis	V0341	V0101 & V0159	\$39,668.52
Public Works -Engineering	(1) 2020 Ford F-550 Reg Cab Truck Chassis	J0171	J0051	\$42,742.19
Public Works -Engineering	(1) 2020 Ford F-550 Reg Cab Truck Chassis	J0172	J0100	\$42,742.19

\$125,152.90

Parks is requesting a new Ford F-350 which is replacing two trucks, V0101 and V0159 which are being replaced due to mileage and years of service. Both vehicles were scheduled for replacement in the 2020. Due to reduction in staffing, only one vehicle is being replaced.

Public Works Engineering is requesting two new Ford F-550 trucks to replace two trucks that have exceeded their life expectancy. Council approved the Aerial devices for the two Ford 550s on December 31, 2019 and the devices have already been ordered and are currently being manufactured.

All the vehicles are available for purchase from Bickford Ford through the Snohomish County competitively bid contract #062-16SR – EVT #2018-065. The City has an Interlocal agreement with Snohomish County that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own. Motor Vehicles has compared the pricing of the Snohomish County contract against other cooperative contracts and determined that the Snohomish County contract provides the best pricing for the City.

Recommendation (exact action requested of Council):

Award and Authorize Purchase of three Ford Chassis Trucks from Bickford Ford from Snohomish County Contract #062-16SR/EVT#2018-065 in the amount of \$125,152.90, including Washington state sales and vehicle taxes.

2020 FORD F-350 SUPER CAB 4X4 CHASSIS 6.2L GAS

CNGP530

VEHICLE ORDER CONFIRMATION

05/07/20 11:54:00

Dealer: F74540

Page: 1 of 2

2020 F-SERIES SD
 Order No: 0000 Priority: H1 ord FIN: Q1111 Order Type: 5B Price Level: 040
 Ord Code: 630A Cust/Flt Name: EVERETT PO Number:

		RETAIL	DLR	INV		RETAIL	DLR	INV
X3F	F350 4X4S/CCCSR	\$40715	\$38679.00		JOB #2 BUILD			
	.168" WHEELBASE				FLEET SPCL ADJ	NC		(585.00)
Z1	OXFORD WHITE				18A UPFIT INTER MOD	295		269.00
A	VNYL 40/20/40				18B PLAT RUNNING BD	445		405.00
S	MEDIUM EARTH GR				11300# GVWR PKG			
630A	PREF EQUIP PKG				41H ENG BLK HEATER	100		91.00
	.XL TRIM				41P SKID PLATES	100		91.00
572	.AIR CONDITIONER	NC	NC		425 50 STATE EMISS	NC		NC
	.AMFM/MP3/CLK				TOTAL BASE AND OPTIONS	47205		41406.96
996	6.2L EFI V8 ENG	NC	NC		TOTAL	47205		41406.96
44G	10-SPD AUTOMATC	NC	NC		*THIS IS NOT AN INVOICE*			
TDX	LT275/70BSWAT18	265	241.00		* MORE ORDER INFO NEXT PAGE *			
X4M	4.30 ELOCKING	390	355.00		F8=Next			
90L	PWR EQUIP GROUP	915	832.00		F3/F12=veh ord Menu			
	TELE TT MIR-PWR							

F1=Help F2=Return to Order F3/F12=veh ord Menu
 F4=Submit F5=Add to Library QC08680
 5006 - MORE DATA IS AVAILABLE.

PER SNOHOMISH COUNTY CONTRACT #062-16SR

CNGP530

VEHICLE ORDER CONFIRMATION

05/07/20 11:54:09

Dealer: F74540

Page: 2 of 2

2020 F-SERIES SD
 Order No: 0000 Priority: H1 ord FIN: Q1111 Order Type: 5B Price Level: 040
 Ord Code: 630A Cust/Flt Name: EVERETT PO Number:

		RETAIL	DLR	INV		RETAIL	DLR	INV
43B	BACKGLASS DEF	\$60	\$54.00		B4A FUEL CHARGE			\$20.96
43C	110V/400W OUTLT	175	160.00		NET INV FLT OPT	NC		7.00
52B	BRAKE CONTROLLR	270	245.00		DEST AND DELIV	1695		1695.00
62R	TRANS PTO PROV	280	255.00		TOTAL BASE AND OPTIONS	47205		41406.96
63A	UTLTY LIGHT SYS	160	145.00		TOTAL	47205		41406.96
67E	240 AMP ALTRNTR	85	78.00		*THIS IS NOT AN INVOICE*			
67X	XTR HS SUSPEN	125	114.00					
86M	DUAL BATTERY	210	191.00					
87Z	RR CAM & PREP K	415	377.00					
924	PRIVACY GLASS	30	28.00					
94P	PRE COLL ASSIST	115	104.00					
942	DAY RUNNING LTS	45	41.00					
98F	GASEOUS BI-FUEL	315	286.00					
	SP DLR ACCT ADJ		(1521.00)					
	SP FLT ACCT CR		(1251.00)					

F1=Help F2=Return to Order
 F4=Submit F5=Add to Library
 5099 - PRESS F4 TO SUBMIT

\$ 41406.96 NET COST
 \$ 900.00 MARK UP
 \$ 120.00 WEATHER TECH MATS
 \$- 6200.00 GPC
 \$ 36226.96 PLUS 9.5% TAX
 3441.56 TAX

Thank You, **\$39,668.52** total
 Chris Webster
 Bickford Motors
 Commercial Account Manager
 425-330-7687 cell
 360-563-0909 direct
 www.bickford.net

2020 FORD F-550 REG CAB 4X2 7.3L GAS 145" WHEELBASE

CNGP530 VEHICLE ORDER CONFIRMATION 04/09/20 12:40:22
 2020 F-SERIES SD Dealer: F74540
 Order No: 0000 Priority: G3 Ord FIN: Q1111 Order Type: 5B Price Level: 040 Page: 1 of 2
 Ord Code: 660A Cust/Flt Name: EVERETT PO Number:
 RETAIL DLR INV RETAIL DLR INV
 F5G F550 4X2 CHAS/C \$40695 \$38660.00 JOB #2 BUILD
 145" WHEELBASE FLEET SPCL ADJ NC (585.00)
 Z1 OXFORD WHITE 18A UPFIT' INTER MOD 295 269.00
 A VNYL 40/20/40 18B PLAT RUNNING BD 320 291.00
 5 MEDIUM EARTH GR LESS TPMS
 660A PREF EQUIP PKG 19000# GVWR PKG
 .XL TRIM 41H ENG BLK HEATER 100 91.00
 572 .AIR CONDITIONER NC NC 425 50 STATE EMISS NC
 .AMFM/MP3/CLK
 99N 7.3L DEV VR ENG NC NC TOTAL BASE AND OPTIONS 47960 42057.96
 44G 10-SPD AUTDMTC NC NC TOTAL 47960 42057.96
 TGM 225 TRACTION 190 173.00 *THIS IS NOT AN INVOICE*
 X8L 4.88 LTD SLIP 360 327.00
 90L PWR EQUIP GROUP 915 832.00 * MORE ORDER INFO NEXT PAGE *
 TELE TT MIR-PWR F8=Next
 F1=Help F2=Return to Order F3/F1Z=Veh Ord Menu
 F4=Submit F5=Add to Library
 S006 - MORE DATA IS AVAILABLE. QC08680

PER SNOHOMISH COUNTY CONTRACT #062-16SR

CNGP530 VEHICLE ORDER CONFIRMATION 04/09/20 12:40:26
 2020 F-SERIES SD Dealer: F74540
 Order No: 0000 Priority: G3 Ord FIN: Q1111 Order Type: 5B Price Level: 040 Page: 2 of 2
 Ord Code: 660A Cust/Flt Name: EVERETT PO Number:
 RETAIL DLR INV RETAIL DLR INV
 43B BACKGLASS DEF \$60 \$54.00 942 DAY RUNNING LTS \$45 \$41.00
 43C 110V/400W OUTLT 175 160.00 98G CNG/PRP GASEOUS 315 286.00
 473 SNOW PLOW PKG 250 228.00 SP DLR ACCT ADJ (1534.00)
 52B BRAKE CONTROLLR 270 245.00 SP FLT ACCT CR (1271.00)
 525 CRUISE CONTROL 235 214.00 FUEL CHARGE 20.96
 62R TRANS PTO PROV 280 255.00 B4A NET INV FLT OPT NC 7.00
 63A UTILITY LIGHT SYS 160 145.00 DEST AND DELIV 1695 1695.00
 63C AFT-AXL FRME EX 115 104.00
 65Z AFT AXLE TANK NC NC TOTAL BASE AND OPTIONS 47960 42057.96
 67B 397 AMP ALTRNTR 115 104.00 TOTAL 47960 42057.96
 68U PAYLOAD UPGRADE 815 741.00 *THIS IS NOT AN INVOICE*
 76C EX BACKUP ALARM 140 128.00
 86M DUAL BATTERY NC NC
 87Z RR CAM & PREP K 415 377.00
 924 PRIVACY GLASS NC NC
 F1=Help F2=Return to Order \$ 42057.96 NET COST
 F4=Submit F5=Add to Library \$ 800.00 MARK UP
 S099 - PRESS F4 TO SUBMIT \$ 120.00 FLOOR MATS
 \$ 366.00 KEYS X 2
 \$- 4400.00 GPC
 \$ 39033.96 PLUS 9.5% TAX
 3,708.23 TAX

PRICE PER UNIT!

Thank You, 42,742.19 total
 Chris Webster
 Bickford Motors
 Commercial Account Manager
 425-330-7687 cell
 360-563-0909 direct
 www.bickford.net

2020 FORD F-550 REG CAB 4X2 7.3L GAS 145" WHEELBASE

CNGP530 VEHICLE ORDER CONFIRMATION 04/09/20 12:40:22
 Dealer: F74540
 Page: 1 of 2
 Order No: 0000 Priority: G3 Ord FIN: Q1111 Order Type: 5B Price Level: 04G
 Ord Code: 660A Cust/Flt Name: EVERETT PO Number:
 RETAIL DLR INV RETAIL DLR INV
 F5G F550 4X2 CHAS/C \$40695 \$38660.00 JOB #2 BUILD
 145" WHEELBASE FLEET SPCL ADJ NC (585.00)
 Z1 OXFORD WHITE 18A UPFIT' INTER MOD 295 269.00
 A VNYL 40/20/40 18B PLAT RUNNING BD 320 291.00
 5 MEDIUM EARTH GR LESS TPWS
 660A PREF EQUIP PKG 19000# GVWR PKG
 .XL TRIM 41H ENG BLK HEATER 100 91.00
 572 .AIR CONDITIONER NC NC 425 50 STATE EMISS NC NC
 .ANFM/MP3/CLK
 99N 7.3L DEV VR ENG NC NC TOTAL BASE AND OPTIONS 47960 42057.96
 44G 10-SPD AUTOMATC NC NC TOTAL 47960 42057.96
 TGM 225 TRACTION 190 173.00 *THIS IS NOT AN INVOICE*
 X8L 4.88 LTD SLIP 360 327.00
 90L PWR EQUIP GROUP 915 832.00 * MORE ORDER INFO NEXT PAGE *
 TELE TT MIR-PWR F8=Next
 F1=Help F2=Return to Order F3/FI2=Veh Ord Menu
 F4=Submit F5=Add to Library
 S006 - MORE DATA IS AVAILABLE. QC08680

PER SNOHOMISH COUNTY CONTRACT #062-16SR

CNGP530 VEHICLE ORDER CONFIRMATION 04/09/20 12:40:26
 Dealer: F74540
 Page: 2 of 2
 Order No: 0000 Priority: G3 Ord FIN: Q1111 Order Type: 5B Price Level: 04G
 Ord Code: 660A Cust/Flt Name: EVERETT PO Number:
 RETAIL DLR INV RETAIL DLR INV
 43B BACKGLASS DEF \$60 \$54.00 942 DAY RUNNING LTS \$45 \$41.00
 43C 110V/400W OUTLT 175 160.00 98G CNG/PRP GASEOUS 315 286.00
 473 SNOW PLOW PKG 250 228.00 SP DLR ACCT ADJ (1534.00)
 52B BRAKE CONTROLLER 270 245.00 SP FLT ACCT CR (1271.00)
 525 CRUISE CONTROL 235 214.00 FUEL CHARGE 20.96
 62R TRANS PTO PROV 280 255.00 84A NET INV FLT OPT NC 7.00
 63A UTLTY LIGHT SYS 160 145.00 DEST AND DELIV 1695 1695.00
 63C AFT-AXL FRME EX 115 104.00
 65Z AFT AXLE TANK NC NC TOTAL BASE AND OPTIONS 47960 42057.96
 67B 397 AMP ALTRNTR 115 104.00 TOTAL 47960 42057.96
 68U PAYLOAD UPGRADE 815 741.00 *THIS IS NOT AN INVOICE*
 76C EX BACKUP ALARM 140 128.00
 86M DUAL BATTERY NC NC
 87Z RR CAM & PREP K 415 377.00
 924 PRIVACY GLASS NC NC
 F1=Help F2=Return to Order \$ 42057.96 NET COST
 F4=Submit F5=Add to Library \$ 900.00 MARK UP
 S099 - PRESS F4 TO SUBMIT \$ 120.00 FLOOR MATS
 \$ 356.00 KEYS X 2
 \$- 4400.00 GPC
 \$ 39033.96 PLUS 9.5% TAX
 3,708.23 TAX

PRICE PER UNIT!

Thank You, 42,742.19 total
 Chris Webster
 Bickford Motors
 Commercial Account Manager
 425-330-7687 cell
 360-563-0909 direct
 www.bickford.net



Project title: Award and Authorize Purchase of various auxiliary equipment from Northend Truck Equipment Co., Inc. from City of Seattle Contract #3205/EVT#2018-064

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: City of Seattle Contract #3205/EVT#2018-064

Partner/Supplier : Northend Truck Equipment Co., Inc.

Location:

Preceding action: 2020 Equipment Replacement Budget Adoption

Fund: Various

Agenda dates requested:

June 17, 2020

Briefing

Proposed action

Consent No

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Vehicle Quotes

Department(s) involved:

Purchasing, Motor Vehicles
Fire, and Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

Funding for the auxiliary equipment was approved in the 2020 equipment replacement budget.

Project summary statement:

Departments have requested to replace the auxiliary equipment listed in the table below. The chassis for some of the auxiliary equipment was ordered separately.

Department	New Equipment Requested	New Unit #	Replacing Vehicle #	Cost
Fire	(1) Western Truck Body, Service Body and Upfit	J0175	J0028	\$49,015.82
Public Works - Streets	(1) Boss 9 ft. Snowplow and Upfit	N0055	Addition	\$9,888.59
Public Works - Streets	(1) Boss VBX 9000 Spreader/Sander	N0054	Addition	\$10,851.53
Public Works – Utilities	(1) Rugby 2/3 YD Dump Body and Upfit	J0178	J0077	\$43,118.46
Public Works - Utilities	(1) 12K Dakota Crane Service Body and Upfit	J0179	V0211	\$59,564.30
				\$182,018.75

The Fire purchase will allow a consolidation of two very old vehicles that have exceeded their life expectancies, replaced with one vehicle. The Snowplow and Sander are for the Streets Department to outfit a vehicle with plowing and sanding capabilities in order to work on small alleys and parking areas where larger vehicles do not fit. The Rugby 2/3-yard dump body is for a vehicle at the Water Filtration Plant and is used to sand roads, haul materials and assist with general plant maintenance. The Dakota crane body is the body for a service truck for Sewer and Drainage work. The chassis was previously approved for this service truck. This the body of the vehicle.

All the auxiliary equipment is available for purchase from Northend Truck Equipment Co., Inc. through the City of Seattle competitively bid Contract #3205/EVT#2018-064. The City has an Interlocal agreement with City of Seattle that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own.

Recommendation (exact action requested of Council):

Award and authorize purchase of various auxiliary equipment from Northend Truck Equipment Co., Inc. from City of Seattle Contract #3205/EVT#2018-064 in the amount of \$182,018.75, including Washington state sales tax.

J0175

NORTHEND TRUCK EQUIPMENT CO., INC.
14919 - 40 TH AVE. N.E.
MARYSVILLE, WASHINGTON 98271
PH: 1-800-653-6066 FAX: 360-653-0100

TO: TONY CADEMARTI
CITY OF EVERETT
PH425-257-8920

MARCH 20, 2020

tcademarti@everettwa.gov

SEATTLE CONTRACT #0003205

RE: PRICING & SPEC'S. ON ONE (1 EA.) WESTERN TRUCK BODY, ALUMINUM
SERVICE BODY INSTALLED ON A 2020 FORD F-350 DRW CHASSIS 60" CA.

AS FOLLOWS:

WESTERN TRUCK BODY UB-110 60" CA ALL ALUMINUM CONSTRUCTED.
SINGLE PANEL 1/8" ALUMINUM DOORS WITH EXTRUDED ALUMINUM RADIUS CORNER
FRAMES W/ STAINLESS STEEL HARDWARE.

FRONT DRIVERS SIDE COMPARTMENT:
SINGLE DOOR W/ HD SPRING HOLDBACK
FIXED SHELF W/ 1.5" LIP ABOVE DRAWER PACK
2EA. 3" DRAWERS
2EA. 4" DRAWERS
2EA. 6" DRAWERS
ALL SINGLE HAND OPERATION.

HORIZONTAL COMPARTMENT:
SINGLE DOOR W/ CABLE DOWN HOLDBACK, SHEETED FOR WORK SURFACE
FIXED SHELF W/ 1.5 LIP ABOVE DRAWER PACK
2EA. 4" DRAWERS, SINGLE HAND OPERATION

REAR COMPARTMENT:
SINGLE DOOR W/ HD SPRING HOLDBACK.
2EA. ADJUSTABLE SHELVES W/ 1.5" LIP.

RIGHT SIDE PASSENGER COMPARTMENTS.
ALL EQUAL TO LEFT SIDE, SAME DRAWERS AND SHELVES
EXCEPT RIGHT REAR COMPARTMENT. CRANE REINFORCEMENT 3K TO 5K
POUNDS MADE UP FOR LIFTMOORE 2010 ELECTRIC HYDRAULIC CRANE.

ALL COMPARTMENTS HAVE 12V LED LIGHTING W/ CHROME WHALE TAIL LATCHES.

ALUMINUM CAB GUARD WITH PAINT TO MATCH BODY.

FOUR (4) CENTER AISLE TIE DOWNS

TOMMYGATE G2-54-1342 TP27 CONVENTIONAL LIFTGATE, 49"X27" STEEL PLATFORM
WITH FIXED TIMED CONTROLS. BLACK IN COLOR.

J0175

LIFTMOORE 2010 REE ELECTRIC HYDRAULIC CRANE, UNLIMITED ROTATION, BOOM
ELEVATION AND BOOM EXTENSION POWER 7' TO 11' MANUAL TO 15'
DEDICATED GROUP 31 BATTERY WITH BATTERY SWITCH.

ALL LEGAL LIGHTS, REFLECTORS AND FLAPS PER DOT REGULATIONS.

ALL ALUMINUM BODY, EXTERIOR PAINTED FORD VERMILLION RED SINGLE STAGE.
COMPLETE UNIT INSTALLED.

PRICE F.O.B. CITY OF EVERETT \$ 44,641.00

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.

9.8 tax \$4,374.82

THANKS AGAIN,
SCOTT STEWART
CONFIRMING PO.# _____
CITY OF EVERETT FIRE

\$49,015.82

SIGNATURE _____

NORTHEND TRUCK EQUIPMENT CO., INC.
14919 40TH AVE. NE
MARYSVILLE, WASHINGTON 98271
PH: 1-800-653-6066 FAX: 360-653-0100
CHECK US OUT @ WWW.NORTHENDTRUCK.COM

N0055

TO: TONY CADEMARTI
CITY OF EVERETT
PHONE: 425-257-8920
E-MAIL: tcademarti@everettwa.gov

FEBRUARY 25, 2020

REF: SEATTLE CONTRACT #0003205

RE: PRICING ON AN BOSS 9' STRAIGHT STEEL SNOW PLOW INSTALLED ON
AN 2020 DODGE 3500 PICKUP TRUCK. #344 sTREETs

BOSS 9' STEEL, STRAIGHT SNOW PLOW WITH RT3 AND SMART TOUCH CONTROLS
TO FIT YOUR 2020 DODGE 3500.
INCLUDES SL3 LED HEADLIGHTS AND PLOW SHOES
EASY LOAD AND UNLOAD FOR ONE PERSON.
SNOW DEFLECTOR KIT.
LEFT AND RIGHT CURB GUARD KIT.
URETHANE CUTTING EDGE.
COMPLETE UNIT INSTALLED.

PRICES: F.O.B. NORTHEND TRUCK EQUIPMENT.

\$ 9,006.00

9.8 tax \$ 882.59

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.

\$9,888.59

THANK YOU FOR THE OPPORTUNITY TO PREPARE THIS QUOTE FOR YOUR COMPANY,
IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,
SCOTT STEWART
CITY OF EVERETT

NORTHEND TRUCK EQUIPMENT CO., INC.
14919 40TH AVE. NE
MARYSVILLE, WASHINGTON 98271
PH: 1-800-653-6066 FAX: 360-653-0100
CHECK US OUT @ WWW.NORTHENDTRUCK.COM

N0054

TO: TONY CADEMARTI
CITY OF EVERETT
PHONE: 425-257-8920
E-MAIL: tcademarti@everettwa.gov

MARCH 2, 2020

REF: SEATTLE CONTRCT #0003205

RE: PRICING ON AN BOSS VBX 9000 INSTALLED ON 2019 F-550, #J0155
2/3 yd. DUMP

BOSS VBX 9000 SPREADER, POLY CONSTRUCTION W/ ELECTRIC MOTORS.
3.0 CU. YD. CAPACITY
DUAL WORKLIGHTS
VINYL COVER WITHINTEGRATED TIE DOWNS
TIE DOWN SYSTEM FOR BED.
AUGER FEED.
UNIT INSTALLED.

PRICE: FOB CITY OF EVERETT

\$ 9,883.00

+ 9.8% TAX - \$ 968.53

\$ 10,851.53

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.

THANK YOU FOR THE OPPORTUNITY TO PREPARE THIS QUOTE FOR YOUR COMPANY,
IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,
SCOTT STEWART
CITY OF EVERETT

Neas

NORTHEM TRUCK EQUIPMENT, INC.

14919 - 40th Ave. NE
Marysville, WA 98271
Ph: (360) 653-6066 Fax: (360) 653-0100
1-800-653-6066

J0178

TONY CADEMARTI
CITY OF EVERETT
tcademarti@everettwa.gov

APRIL 15, 2020

Ref. (RUGBY) CONTRACTOR STYLE 2/3 YD STEEL DUMP BODY.

AS PER SEATTLE CONTRACT #0003205
Mounted on Customer's 2020 Ford F-550 chassis with 84" c/a. Asset #J0178

RUGBY 2/3 Yd. Dump body with fold down sides. (11' body)	
Electric, hydraulic powered, double acting power up & Dn.	
8.6 ton water level dumping capacity	\$ 14,852.00
2" Receiver hitch with 7-way light plug and safety d-rings.	\$ 739.00
2ea. Steel underbody toolbox 18"x18"x36"	\$ 1,360.00
2ea. Whelen LHA31 Beacons, Gimble mounted	\$ 1,203.00
2ea. Shovel holders one each side of cab guard	N/C
Boss Super duty 9'-2" VXT snow plow with smart hitch 2 quick coupler and SL3 LED lights. Smart touch hand held controller.	\$8,522.00
Boss VBX 9000 spreader, poly material, electric. 3 yd. Capacity Auger type feed to 14 1/2" poly spinner disc.	\$ 9,285.00
Warn EVO VR10,000 Lbs. electric winch mounted on a removable mount that can. Be used on front of chassis, pinned to a 2" receiver tube near Boss Plow undercarriage. Plow and winch cannot be used at the same time.	\$ 1,928.00

Additional options

2EA. TIR3 hideaway strobes on front of truck to work with rear flashers. \$ 481.00

PRICE F.O.B. CITY OF EVERETT

\$ 39,270.00

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.

9.8 tax \$3,848.46

\$43,118.46

Tony, please review and see if we left out anything. If you have any questions or need additional information please call.

Sincerely,
NORTHEM TRUCK EQUIPMENT
SCOTT STEWART

NORTHEM TRUCK EQUIPMENT CO., INC.
14919 40th AVE N.E.
MARYSVILLE, WASHINGTON 98271
PH: 1-800-653-6066 FAX: 360-653-0100
CHECK US OUT @ WWW.NORTHEMTRUCK.COM

Mr. Tony Cademarti
City of Everett Transportation Services
tcademarti@everettwa.gov
425-257-8920

APRIL 21, 2020

Per Seattle Contract# 00003205

Crane service body, for 12K ft-lb crane, 109" CA, 48 inch height body chassis, 19K GVWR) (Dakota service body 148", custom). ~~J0129~~ J0179

Service body price with custom adds below. Exterior painted, White
Vertical hinged doors with spring-loaded hold-opens. Gas shock,
4 corner LED strobes mounted low in bumper.
2 inch Pintle ball combo and light plug
LED lighting throughout; incandescent lighting will not be accepted
48 inch tall door compartments, except street side (60 inch tall on street side)
96 inch by 18 inch by 8" inch open mesh basket street side
72 inch by 18 inch by 8 inch open mesh basket curb side
Pipe rack street side approximately 18 inches above compartments with cab guard
2 adjustable shelves in 46 inch wide horizontal side compartments (both sides)
3 point stainless steel door locks

Spray-on bedliner center floor, exterior vertical back walls of compartments, tail shelf and step bumper.

Install customer-supplied approximately 55 inch long LED light bar on mounting plate, top of cab protector

Furnish and install a Liftmoore 2010 REE electric crane Plus extra battery.
Crane outrigger, removable jack leg, right rear corner.
Any required crane reinforcement for requested crane (unless already installed)
Tie down rings, inside upright surface of rear compartments, both sides.
Dual wheel chock holders, one per side
"J" hooks in compartment under crane, number and locations in compartment to be decided during build.

Tommy Gate liftgate, 1300 Lbs. Capacity w/ fixed timed controls.

Cab guard with steel mesh. With Go-light and work lights.

J0179

NORTHEM TRUCK EQUIPMENT CO., INC.
14919 40th AVE N.E.
MARYSVILLE, WASHINGTON 98271
PH: 1-800-653-6066 FAX: 360-653-0100
CHECK US OUT @ WWW.NORTHEMTRUCK.COM

Crane boom rest, service body
Four (4) work lights mounted on exterior of body, placement TBD.
25 Gallon poly tank for water mounted in front of curb side basket.

All legal lights, reflectors and mudflaps included.

Price: FOB City of Everett

Prices does not include any applicable taxes.

Thank you for the opportunity to quote this unit.

Thank you, Sincerely
SCOTT STEWART
EVERETT J0129

\$ 54,248.00
9.8 tax \$ 5,316.30

\$ 59,564.3



Project title: Smith Island Estuary Restoration Monitoring Services Professional Services Agreement

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

June 17, 2020

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments: Professional Services Agreement

Department(s) involved:

Public Works,

Contact person:

Heather Griffin

Phone number:

425.257.7206

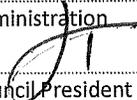
Email:

hgriffin@everettwa.gov

Initialed by:


Department head

Administration


Council President

Consideration: Authorize PSA with Natural Systems Design, Inc.

Project: Smith Island Estuary Restoration Monitoring

Partner/Supplier : Natural Systems Design, Inc.

Location: Smith Island east of 12th Street NE

Preceding action: Year 1 Monitoring

Fund: 401 – Utilities

Fiscal summary statement:

The Professional Services Agreement provides for Biological Monitoring Services for Years 2 through 4 in the amount of \$77,850. The monitoring will be paid for from Utilities fund 401.

Project summary statement:

In 2018, in partnership with Snohomish County, the City breached the Smith Island Estuary. This action on City property created an additional 55-acre Advance Mitigation site east of 12th Street NE on Smith Island. Environmental Permits for the City’s Advance Mitigation site require 10 years of monitoring to ensure that the restoration reaches the required performance levels to attain full use of Advance Mitigation Credits.

Monitoring will be completed per the schedule in the Advance Mitigation Plan. The Professional Services Agreement with Natural Systems Design provides for Monitoring Services that begin this summer (Year 2) and continue through Year 4.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Natural Systems Design for Monitoring Services at the Smith Island Estuary Restoration site in the amount of \$77,850.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**



THIS AGREEMENT made and entered into on this day of June, 2020, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and Natural Systems Design, Inc., whose address is 1900 N. Northlake Way, Suite 211, Seattle Washington 98103, hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to provide biological monitoring services to meet environmental permit requirements for the Smith Island Estuary Restoration for the City of Everett; and

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

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

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by March 31, 2023.

4. **Compensation.**

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

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

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

D. Total compensation, including all services and expenses, shall not exceed a maximum of Seventy Seven Thousand Eight Hundred and Fifty Dollars (\$77,850).

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

5. **Method of Payment.**

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

B. All requests for payment should be sent to:

City of Everett
Attn.: Heather Griffin, Surface Water Manager
3200 Cedar Street
Everett, WA 98201

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

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

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

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

10. **Indemnification.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents,

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

11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

12. **Independent Contractor.**

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

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

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

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

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

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

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

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

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the

Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

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

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

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

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

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

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

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

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

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

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

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

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

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

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

25. **Notices.**

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

City of Everett
Attn.: Heather Griffin, Surface Water Manager
3200 Cedar Street
Everett, WA 98201

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

Natural Systems Design, Inc.
Attention Dawn Duncan, Operations Manager
1900 North Northlake Way, Suite 211
Seattle WA 98103

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

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement or amendment thereof being by email, fax, photocopy, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement or amendment thereof by the Mayor of the City.

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

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

Sharon Fuller, City Clerk

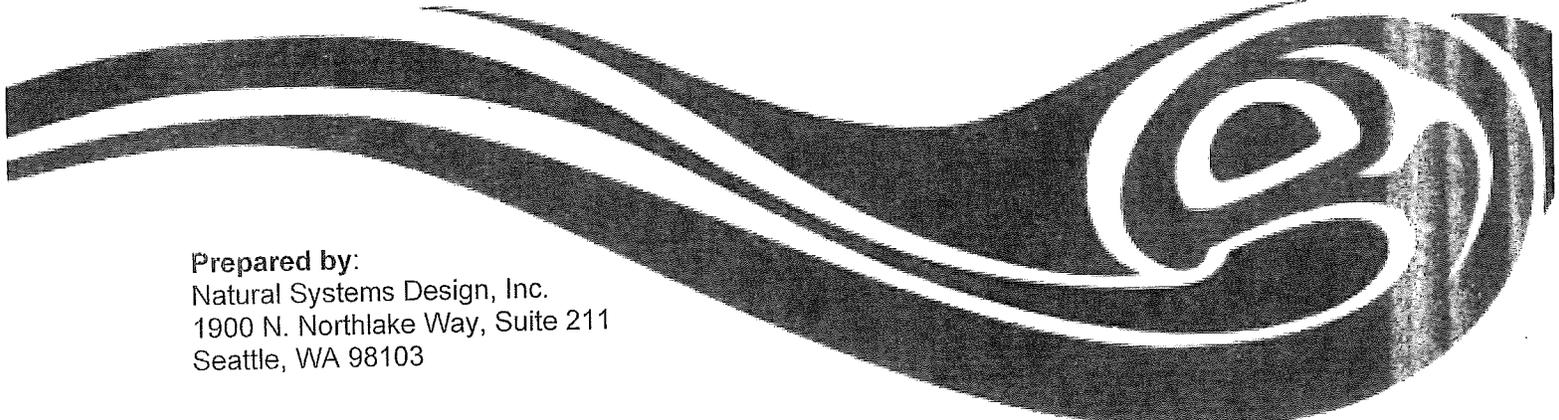
Date

STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY

EXHIBIT A: SCOPE OF WORK

SMITH ISLAND ESTUARY RESTORATION YEARS 2-4 MONITORING

May 21, 2020

A large, stylized graphic of a wave or ribbon, rendered in black and white, flowing across the bottom half of the page. It features a circular swirl at the end, similar to the logo above.

Prepared by:
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Seattle, WA 98103

Prepared for:
Heather Griffin, PE
Surface Water Manager
City of Everett Public Works Department
Everett, WA

YEARS 2 THROUGH 4 PERFORMANCE MONITORING

The City of Everett Public Works Department (EPWD) has requested Natural Systems Design, Inc. (NSD) submit a scope of work for supporting EPWD in Years 2, 3, and 4 of performance monitoring of the Smith Island Estuary Restoration Advance Mitigation Site (the project). The Project was constructed to reestablish and rehabilitate approximately 47.5 acres of tidal wetlands within the lower Snohomish River estuary to fully-functioning and self-sustaining estuarine marsh, mudflat, and tidal channel habitats. The project was constructed in phases over the course of three summer construction seasons between 2016 and 2018. A tidal channel network was excavated to promote tidal exchange with adjacent Union Slough, and material was placed in existing drainage ditches to restore the ground surface to appropriate elevations for estuarine habitats. Excavated native materials were used to create marsh benches at an intertidal elevation to support marsh habitat and promote habitat complexity.

The project was constructed as advance compensatory mitigation for EPWD anticipated future unavoidable impacts to wetlands and waters, as specified in Table 1-1 of the Advance Mitigation Plan (ICF 2016) within the project's defined geographic area. The Advance Mitigation Plan specifies performance monitoring across a 10-year monitoring period, or until the performance standards are met. Once the project has achieved the required level of performance, the City may request early termination of the quantitative monitoring.

At the request of EPWD, NSD has prepared this Scope of Work which outlines the tasks NSD will undertake to complete Years 2, 3, and 4 performance monitoring and reporting. NSD would replicate the elements and methods specified in the Advance Mitigation Plan, consistent where applicable with the methods and approach utilized for Year 1 monitoring which was completed by ICF in 2019.

Under this Scope of Work, NSD will complete the following tasks:

- Task 1: Year 2 Condition Check and Vegetation Map
- Task 2: Year 3 Wetland Vegetation Development Monitoring
- Task 3: Year 3 Fish Use Monitoring
- Task 4: Year 3 Wildlife Use Monitoring
- Task 5: Year 3 Monitoring Report
- Task 6: Year 3 Client Coordination and Project Management
- Task 7: Year 4 Condition Check
- Task 8: Additional Unanticipated Services

For this project, NSD's core team consists of John Soden, PWS, Principal In-Charge overseeing the project team and supporting Project Manager and lead wetland biologist Torrey Luiting, PWS, Senior Ecologist; and Danny Stratten, Project Scientist, leading the vegetation mapping and field monitoring; Colin Riordan leading the fish monitoring; Bob Keller leading the wildlife monitoring and Kelvin Andrews leading the acquisition of the site photo via NSD's drone.

Task 1: Year 2 (2020) Condition Check and Vegetation Map

Per Tables 6-1 and 6-2 of the Advance Mitigation Plan, site condition monitoring is required in Year 2 to qualitatively evaluate invasive species cover and check the site for debris or other conditions which could undermine achievement of performance standards.

Vegetation Mapping and Site Condition Check

NSD will visit the project site in ~August/early September of 2020 to complete the Year 2 condition check. NSD will assess the general condition of the site, collect photos from the photo point locations established at Year 1, and check the site for any large areas of colonization by invasive plant species. We will also check for any large garbage and debris which may have floated into the site and is hampering the development of the marsh and/or mudflat, or constricting flow through the breach or tidal channels. NSD will collect data on invasive species through pedestrian survey from the surrounding dikes, as well as walking the marsh terraces inside the site.

NSD will also collect site information to support the field logistics and preferred methods for collecting the fish use data in Year 3 (Task 3).

NSD will also employ our drone to capture high-quality aerial imagery of the project site at low tide conditions during the height of seasonal vegetation development to document vegetation colonization and to support mapping of marsh, mudflat, and tidal channel development at Year 2 conditions. NSD biologists will map vegetation communities based on site observations, coupled with the Year 2 photo and the Year 1 drone image captured by ICF in April 2019.

Site conditions and any recommendations for action will be documented in a summary memo.

Task 1 Deliverables:

- ▶ Year 2 aerial photo and vegetation map
- ▶ Draft and Final Summary Year 2 Conditions Memo

Task 1 Assumptions:

- ▶ Site conditions are such that the drone image and associated vegetation mapping can be captured within one site visit.
- ▶ EPWD can provide GPS locations of the Year 1 photo points directly or will direct ICF to provide those files.
- ▶ EPWD can provide the Year 1 aerial imagery directly, or will direct ICF to provide those files.
- ▶ EPWD will provide one round of consolidated review and comment on the draft Year 2 Conditions memo.

Task 2: Year 3 (2021) Wetland Vegetation Development Monitoring

Per Tables 6-1 through 6-3 of the Advance Mitigation Plan, wetland vegetation development monitoring is required in Year 3 to quantitatively evaluate tidal marsh development, habitat complexity and interspersion, vegetation cover, and control of reed canarygrass, invasive species, and noxious weeds within the mitigation site.

Data Collection

NSD will visit the project site in ~August/early September of 2021 to complete the Year 3 vegetation monitoring. NSD will assess the general condition of the site, collect photos from the photo point locations established at Year 1, and conduct vegetation monitoring in accordance with the methods established in the Advance Mitigation Plan (ICF 2016).

NSD biologists will record species composition and percent cover of all identifiable species in approximately 130 vegetation sample plots (each 1 square meter in size) located at 10 regularly spaced intervals along each of 13 transects randomly selected from a series of 54 transects, oriented north to south across the topographic gradient of the site. NSD will employ GPS to navigate the transects and to the location of each sample plot and will record transitions between mudflat, marsh, and tidal channel communities along each transect to support creation of the vegetation community map (Task 2.2).

Invasive and noxious weed monitoring will occur along the 13 vegetation transects surveyed and in the sample plots. Invasive and noxious weeds will also be qualitatively monitored by observational surveys from the ends of the transects and from the photo point locations. The aerial photo will also be utilized, particularly to identify areas of reed canarygrass. Invasive or noxious weed populations (e.g. reed canarygrass, purple loosestrife, yellow iris) will be noted and their main location(s) documented with GPS and/or mapped on the aerial photo so any infestation can be controlled by EPWD.

Wildlife observations will also be incidentally recorded during the vegetation field work to document wildlife species diversity and will be included with the data collected in Task 4 and presented in the Task 5, Year 3 Monitoring Report.

Aerial Photo Documentation and Vegetation Community Mapping

NSD will employ our drone to capture a high-quality aerial photo of the project site at low tide conditions at the height of seasonal vegetation development (~August/early September 2021) to document vegetation colonization and to create a Year 3 map of marsh, mudflat, and tidal channel development. NSD biologists will map vegetation communities based on the visual signatures on the aerial image, our site observations, and the vegetation transect and plot data. We will compare community development to that reported in the Year 2 Conditions Memo and the Year 1 Monitoring Report by ICF.

Data Analysis

NSD will analyze the vegetation plot and transect data, as well as the vegetation community development and invasive/noxious species data to characterize the development of native tidal marsh and mudflat communities per the vegetation performance standards specified in Table 6-3 of the Advance Mitigation Plan which are focused on increases in average percent cover of native marsh species in the marsh sample plots, reduction in percent cover of reed canarygrass and invasive species, and interspersed mudflat, marsh, and tidal channel habitats across the site. NSD will prepare summary tables and figures for inclusion in the Year 3 Monitoring Report (Task 5).

Task 2 Deliverables:

- ▶ Year 3 aerial photo, vegetation maps, and summary tables for inclusion in Task 5, Year 3 Monitoring Report

Task 2 Assumptions:

- ▶ Site conditions are such that the drone image can be captured within one site visit.
- ▶ Site conditions are such that the vegetation data collection can be accomplished by pedestrian survey of the site within 3, 10-hour days including travel.
- ▶ EPWD can provide GPS locations of the Year 1 vegetation transect locations directly or will direct ICF to provide those files (if possible; NSD can create transects and randomly select for Year 3 if needed).

Task 3: Year 3 Fish Use Monitoring

The Project site is intended to provide off-channel rearing, foraging, and refuge habitat for juvenile salmonids. Per Tables 6-1 and 6-2 of the Advance Mitigation Plan, fish use monitoring is required in Year 3 to document the fish species that are using the project site; catch per unit effort; salmonid species size classes, life stage, and origin (wild or hatchery). The goal of this monitoring is to document that the site is being used by a variety of native fish species, including juvenile salmonids.

Data Collection

NSD will work with EPWD to determine if fish sampling can again occur in conjunction with Snohomish County/Tulalip Tribe/National Marine Fisheries Service (NMFS) sampling in the larger lower Snohomish River estuary. If sampling can be accomplished in conjunction with these larger efforts NSD will staff the monitoring accordingly and would not conduct independent monitoring of the project site.

In the event that the larger sampling effort does not occur in 2021 or cannot sample within the project site, NSD will complete sampling according to the protocols in the Advance Mitigation Plan. Fish sampling would be conducted over 3 consecutive days in the spring outmigration period in 2021, as well as two additional days (one early-season/~April and one late-season/~June) when juvenile salmonids will likely be present in the Snohomish River estuary.

Fish use of the Project site will be assessed through dip nets in areas of significant tidal marsh vegetation (if present) and through seining of the tidal channels as can be safely accessed. NSD will employ our low clearance jet boat to support use of the beach seine. Beach seines will have a 0.25-inch knotless nylon mesh, which is sufficient to capture any fish greater than 25 millimeters in length, including most juvenile salmonids, flounders, and adult stickleback. Fish species and numbers will be recorded. The first 10 to 25 individuals of each salmonid would be measured and their origin determined (i.e. hatchery or wild) based on presence of adipose fin and/or coded wire tag; additional individual salmonids will be categorized by size class (i.e. 0-20mm, 21-40mm, 41-60mm, etc.) to reduce the stress of handling the fish. Captured fish will then be released immediately back into the project site.

Wildlife observations will also be incidentally recorded during the fish sampling field work to document wildlife species diversity and will be included with the data collected in Task 4 and presented in the Task 5, Year 3 Monitoring Report.

Data Analysis

NSD will analyze the fish use data per the performance standards specified in the Advance Mitigation Plan and will compare the species caught within the mitigation site to that reported in the Year 1 Monitoring Report. NSD will prepare summary tables and figures for inclusion in the Year 3 Monitoring Report (Task 5).

Task 3 Deliverables:

- ▶ Year 3 fish use analysis and summary tables for inclusion in Task 5, Year 3 Monitoring Report

Task 3 Assumptions:

- ▶ If sampling can be accomplished in conjunction with the larger estuary fish sampling efforts NSD will staff that monitoring accordingly and would not conduct independent monitoring of the project site.
- ▶ NSD will work with EPWD to document the benefits of estuary-wide data collection to the project and coordinate with regulatory agencies regarding change from the Advance Mitigation Plan methods if that is determined to be necessary.
- ▶ NSD will secure the necessary scientific collection permits and will expense the costs to the project.
- ▶ The site can be safely accessed by foot and/or by NSD jet boat for setting the seines.
- ▶ NSD licensed boat operator and two NSD biologists will complete the data collection.
- ▶ Site conditions are such that the fish use data collection can be accomplished within 5, 10-hour days including travel.
- ▶ EPWD will provide contact information for Snohomish County/Tulalip Tribe/NMFS contacts regarding the estuary-wide monitoring.

Task 4: Year 3 Wildlife Use Monitoring

The Project site is intended to provide habitat for a variety of wildlife species, including waterfowl and shorebirds. Per Tables 6-1 and 6-2 of the Advance Mitigation Plan, wildlife use monitoring is required in Year 3 to document the wildlife species that are using the project site.

Data Collection

Wildlife monitoring will take place during both spring and summer sampling periods when maximum use by wildlife, including migratory shorebirds typically occurs. Each monitoring period will extend across an entire day to capture wildlife use at both low and high tide conditions.

NSD will conduct thirty-minute point count surveys at or near the survey stations utilized during the Year 1 data collection. The location of the fixed survey stations will be dispersed around the Project site in order to allow as many habitats as possible to be viewed during each survey and will be consistent to the extent practicable with the survey stations utilized during the Year 1 data collection. In addition, the biologist will walk the western setback dike and the southern dike and will enter the Project site at selected locations chosen to provide access to several different

vegetation communities, if such locations are physically accessible and can be walked without causing unnecessary disturbance to wildlife.

Data Analysis

NSD will document the wildlife species documented using the mitigation site per the performance standards specified in the Advance Mitigation Plan and will compare the species documented to that reported in the Year 1 Monitoring Report. NSD will prepare summary tables and figures for inclusion in the Year 3 Monitoring Report (Task 5).

Task 4 Deliverables:

- ▶ Year 3 wildlife data analysis and summary tables for inclusion in Task 5, Year 3 Monitoring Report

Task 4 Assumptions:

- ▶ The site can be safely accessed by foot for the wildlife use transects.
- ▶ Site conditions are such that both spring and summer wildlife use data collection can be accomplished within 1, 10-hour day including travel.

Task 5: Year 3 Performance Monitoring Report

Per Section 6.5 of the Advance Mitigation Plan, annual performance reporting includes submittal of an Annual Mitigation and Monitoring Report to the U.S. Army Corps of Engineers and the Washington Department of Ecology by December 31 in each year in which monitoring occurs (Years 1, 3, 5, 7, and 10) or as specified by agency permits and following the completion of that year's monitoring activities.

NSD will prepare, QC, edit and compile an Annual Mitigation and Monitoring Report at the conclusion of Year 3 monitoring. The report will include a general discussion of the site's development since the previous year, vegetation community development, noxious weed and/or invasive plant establishment (if any), effectiveness of invasive plant eradication and any maintenance issues (if applicable). It will summarize the results of the monitoring and the progress of the site in meeting the applicable Year 3 performance criteria.

The Annual Mitigation and Monitoring Report will have the following sections:

- An introductory section that will contain project background information and a summary of site conditions.
- Monitoring activities conducted during the year with a description of the methods used, the results of the monitoring, a discussion of the results, and the progress achieved towards meeting the associated performance goal.
- A summary of the overall progress towards meeting the various performance goals.
- Monitoring photographs.
- Detailed monitoring data.

Task 5 Deliverables:

- ▶ Draft and final Year 3 Monitoring Report

Task 5 Assumptions:

- ▶ EPWD will provide one round of consolidated review and comment in track changes on the draft Year 3 Monitoring Report
- ▶ NSD will complete the draft and final reports for EPDW submittal to the regulatory agencies by the December 31, 2021 deadline.

Task 6: Year 3 Client Coordination and Project Management

This task includes the labor and expenses associated with scheduling, coordination, and quality control services for this work, along with conference calls and related coordination with EPWD.

NSD's project manager and financial administrative assistant will be responsible for administering the contract, scheduling sampling dates and resources, handling team communication (both internally and with client team), responding to requests for information, preparing invoices, tracking budget, and related project management and administration tasks.

Coordination includes internal coordination within the NSD project team regarding schedules, budget, project progress, and project approach, as well as regular direct coordination with EPWD project manager as necessary regarding items such as site access, schedule, task status, and results.

Task 6 Deliverables:

- ▶ Ongoing communications with EPWD.
- ▶ Monthly invoicing and project reporting.

Task 6 Assumptions:

- ▶ NSD will manage the project on a total budget basis, but would track and report hours by task.
- ▶ Year 3 monitoring will be accomplished over the course of approximately 10 months, with project management effort anticipated at 0.5-hour per month on average.
- ▶ Client coordination is anticipated at 0.5 hour per month on average.

Task 7: Year 4 (2022) Condition Check

Per Tables 6-1 and 6-2 of the Advance Mitigation Plan, site condition monitoring is required in Year 4 to qualitatively evaluate invasive species cover and check the site for debris or other conditions which could undermine achievement of performance standards.

NSD will visit the project site in ~August/early September of 2022 to complete the Year 4 condition check. NSD will assess the general condition of the site, collect photos from the photo point locations established at Year 1, and check the site for any large areas of colonization by invasive plant species. We will also check for any large garbage and debris which may have floated into the site and

is hampering the development of the marsh and/or mudflat, or constricting flow through the breach or tidal channels. NSD will collect data on invasive species through pedestrian survey from the surrounding dikes, as well as walking the marsh terraces inside the site.

Site conditions and any recommendations for action will be documented in a summary memo.

Task 7 Deliverables:

- ▶ Draft and Final Summary Year 4 Conditions Memo

Task 7 Assumptions:

- ▶ Site conditions are such that the Year 4 data can be captured within one site visit.
- ▶ EPWD will provide one round of consolidated review and comment on the draft Year 4 Conditions memo.

Task 8: Additional Unanticipated Services

NSD will performance additional services at the request of the EPWD’s project manager up to \$5,000 of staff time and related expenses.

Task 8 Deliverables:

- ▶ Dependent on task requested

Task 7 Assumptions:

- ▶ This task will be initiated only at EPWD’s express request.

PROJECT BUDGET

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions as detailed herein. For the scope of services described above, our total fee will be completed on a Time and Materials Basis, Not to Exceed Value of \$77,850. This budget estimate is made based on the scope of services outlined above and is broken out per task below in Table 1 and in Exhibits B and C. It is our understanding that the necessary funds are available for this project and that these funds will be committed to the project upon execution of this agreement.

Table 1 – Smith Island Estuary Restoration Years 2 through 4 Anticipated Budget

TASK DESCRIPTION	BUDGET TOTAL
1. Year 2 Site Condition Check and Vegetation Map	\$7,131
2. Year 3 Wetland Vegetation Monitoring	\$19,114
3. Year 3 Fish Use Monitoring	\$25,193
4. Year 3 Wildlife Use Monitoring	\$5,236
5. Year 3 Monitoring Report	\$10,200
6. Year 3 Client Coordination and Project Management	\$2,210
7. Year 4 Site Condition Check	\$3,766
8. Additional Unanticipated Services	\$5,000
PROJECT TOTAL	\$77,850

SCHEDULE

The project timeline has been developed in coordination with EPWD. All work is expected to occur between August 1, 2020 and approximately end of September 2022.

Table 2– Smith Island Estuary Restoration Years 2 through 4 Anticipated Schedule

SCHEDULE	TASK	TASK DESCRIPTION
Year 2 2020		
August or early September	Task 1	Year 2 site condition check and vegetation community mapping; summary memo to EPWD
Year 3 2021		
March - June	Task 3	Fish use monitoring
March-April	Task 4	Wildlife use monitoring (spring)
August or early September	Task 2	Wetland vegetation monitoring
Late September/October	Task 4	Wildlife use monitoring
October-December	Task 5	Year 3 Monitoring Report
March through December	Task 6	Year 3 Client coordination and project management
Year 4 2022		
August or early September	Task 7	Year 4 site condition check; summary memo to EPWD
NTP 2020 through Period of Performance end in 2023	Task 8	Additional Unanticipated Services

**EXHIBIT B
COMPENSATION**

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

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

Name	Responsibility	Rate
see attached NSD 2020 rate table		

ALTERNATE B [LUMP SUM]

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

ALTERNATE C [PROGRESS PAYMENTS]

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

Task	Amount Paid upon Completion of Task

ALTERNATE D [BASE REGISTRATION]

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

Exhibit B&C: Compensation and Reimbursable Expenses

Job Number: 0 Job Name: Yrs 2-4, Smith Bl Estuary Restoration Monitoring Owner: Lutting
 Client: EPWD PM: Lutting Date: 6/23/2020

Billing Rates	\$175	\$175	\$175	\$155	\$140	\$155	\$130	\$130	\$155	\$85	\$75				
Staff Name: Staff Level(below):	Leif E (Principal Engineer)	John S (Senior Scientist)	Torrey L (Senior Scientist)	Kelvin A (Project Scientist)	Julia J (Staff Engineer)	Danny Stratton (Staff Scientist)	Colin R (Staff Scientist)	Megan W (Staff Scientist)	Bob K (Project Scientist)	Dawn D (Senior Admin Support)	Katy M (Admin Support)	Total Hourz	Labor Cost	Expenses	Total Cost
Task	Task Description	PIC/Fish	PM/Veg	PM/Veg	Dione	Field	Field Lead	Fish	Fish	Wildlife	Contract	Admin/ Edit			

1 Year 2 condition check and veg community map																
1.1	by drone orthophoto; process photo; invasive site check; photo points			6	8		6						20	\$3,220	\$231	\$3,451
1.2	veg community determinations and mapping; fish sampling logistics recon			3			6	4					13	\$1,975		\$1,975
1.3	summary recommendations to City in memo with figure; QC memo; 2 months duration for PM		1	3			6					1	11	\$1,705		\$1,705
Subtotals		0	1	12	8	0	18	4	0	0	0	1	44	\$ 6,900.00	\$ 231	\$ 7,131

2 Yr 3 Wetland Veg Development Monitoring																
2.1	field prep transects; GPS tablet; plot locations						8						8	\$1,240		\$1,240
2.2	13 transects; 130 plots; 13 photo points; Aug/Sept 2021			30			30						60	\$9,900	\$319	\$10,219
2.3	drone orthophoto prep; 1 field flight; post processing of photo				8	8							16	\$2,360	\$191	\$2,551
2.4	veg community determinations			3			6						9	\$1,455		\$1,455
2.5	write up ana map generation			2			6	6					14	\$2,060		\$2,060
2.6	veg plot work up and generate tables by veg comm			2			8						10	\$1,590		\$1,590
Subtotals		0	0	37	8	8	58	6	0	0	0	0	117	\$18,605	\$ 509	\$ 19,114

3 Yr 3 Fish Use Monitoring																
3.1	collection permit app & prep nets & locations; snail treatment/gear cleanup after; permit reporting							6	6				16	\$2,080		\$2,080
3.2	5 field days; jet boat with operator if needed; prep then clean boat; flush engine	40						48	40				128	\$18,440	\$3,023	\$21,463
3.3	data work up and write section of report, QC			2				4	6				12	\$1,650		\$1,650
Subtotals		40	0	2	0	0	0	60	54	0	0	0	156	\$ 22,170.00	\$ 3,023	\$ 25,193

4 Yr 3 Wildlife Use Monitoring																
4.1	field prep; locations; transects									3			3	\$465		\$465
4.2	spring 2021 monitoring, 1 full day									10			10	\$1,590	\$41	\$1,591
4.3	summer 2021 monitoring, 1 full day									10			10	\$1,550	\$41	\$1,591
4.4	data work up and write section of report, QC			2						8			10	\$1,590		\$1,590
Subtotals		0	0	2	0	0	0	0	0	31	0	0	33	\$ 6,155.00	\$ 81	\$ 6,236

5 Year 3 Monitoring Report																
5.1	write draft monitoring rpt build from Yr1 rpt; edit; QC review		4	12			10					6	32	\$4,800		\$4,800
5.2	report figures and data appendices						6	16				6	30	\$3,770		\$3,770
5.3	response to client comments; finalize report			4			6						10	\$1,630		\$1,630
Subtotals		0	4	16	0	0	24	16	0	0	0	12	72	\$ 10,200.00	\$ -	\$ 10,200

6 Yr 3 Client Coordination and Project Management																
6.1	client coordination over 10 months; 0.5 hr/month			5									5	\$875		\$875
6.2	PM 10 months; scheduling, budget, invoicing			5							1	5	11	\$1,335		\$1,335
Subtotals		0	0	10	0	0	0	0	0	0	1	5	16	\$ 2,210.00	\$ -	\$ 2,210

7 Year 4 condition check																
7.1	field check conditions; invasives; photo points			6			6						12	\$1,980	\$81	\$2,061
7.2	summary recommendations to City in memo; QC memo; 2 months duration for PM		1	3			6					1	11	\$1,705		\$1,705
Subtotals		0	1	9	0	0	12	0	0	0	0	1	23	\$3,685	\$81	\$3,766

8 Task 8 Additional Unanticipated Services																
8.1	additional services if specifically requested			28								1.33	29.33	\$5,000		\$5,000
8.2													0			\$0
Subtotals		0	0	28	0	0	0	0	0	0	0	1.33	29.33	\$5,000	\$0	\$5,000

Grand Totals	40	6	116	16	6	112	86	54	31	1	20.33	490.3	\$73,925	\$3,925	\$77,850
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2020 Rate Schedule

	STANDARD RATES
Classification	\$/hr
Principal engineer	215
Principal scientist	215
Principal planner	200
Senior engineer	180
Senior scientist	175
Senior planner/landscape architect	170
Project engineer	160
Project scientist	155
Project planner/landscape architect	150
Staff engineer	140
Staff scientist	130
Staff planner/landscape architect	115
Senior CAD/GIS technician	110
CAD/GIS technician	105
Field monitoring coordinator	95
Field monitoring technician	90
Senior administration support	85
Administrative support	75

Equipment	\$/day
Drone	150
Field GPS/Ipod	25
Jet Boat	500
Level survey unit	50
Multi-person inflatable watercraft	150
Portable Velocity Meter	60
Rental Truck - Barco	75
RTK survey unit	250
RV field office	60
Single beam sonar	150
Single-person inflatable watercraft	75
Total station survey unit	180

Reimbursables	
Reproduction (per copy)	\$ 0.05
Mileage	\$ 0.545
Plotting	at cost
Courier	at cost
Per diem	at Federal rate

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

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

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

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

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

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

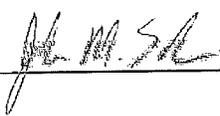
Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?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

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

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

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

Service Provider Name: Natural Systems Design

Signature: 

Printed Name: John Soden

Title: Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2020

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

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

PRODUCER NRG Insurance P.O. Box 34628 #15043 Seattle WA 98124	CONTACT NAME: NRG Insurance	FAX (A/C, No): (206) 363-2044	
	PHONE (A/C, No, Ext): (206) 363-1110	E-MAIL ADDRESS: insurance@nrg-insurance.com	
INSURED Natural Systems Design Inc 1900 N Northlake Way Ste 211 Seattle WA 98103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ohio Security Insurance Company		24082
	INSURER B: Ohio Casualty Insurance Co.		24074
	INSURER C: CNA		
	INSURER D:		
	INSURER E:		
INSURER F:			

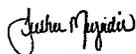
COVERAGES CERTIFICATE NUMBER: CL205103174 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	BZS55573742	05/17/2020	05/17/2021	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BZS55573742	05/17/2020	05/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55573742	05/17/2020	05/17/2021	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BZS55573742-Stop Gap	05/17/2020	05/17/2021	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C	Professional Liability			EEH591875018	05/17/2020	05/17/2021	Per Claim \$3,000,000 Annual Aggregate \$3,000,000

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

City of Everett, Washington and its employees, agents, representatives listed as Additional Insured.

CITY OF EVERETT, WASHINGTON	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Project title: Request for Final Acceptance & Certificate of Completion for WFP Process Water Pump Station Project.

City Council Agenda Item Cover Sheet

Council Bill #

Project: Water Filtration Plant Process Water Pump Station

Partner/Supplier : Stellar J Corporation

Location: Water Filtration Plant-Sultan, WA

Preceding action: Change Order No. 3: 04/29/20

Fund: 401-Utilities

Agenda dates requested:

June 17, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Fiscal summary statement:

Original Contract Amount: \$838,500.00

Change Order Number 1: \$ 38,725.00 5/15/2019

Change Order Number 2: \$ 24,956.00 10/22/2019

Change Order Number 3: \$ 12,572.00 04/29/2020

Final Contract Total: \$914,753.00

Attachments: Final Contract Voucher, Final Estimate, Certificate of Completion & Vicinity Map -Two copies each

Project summary statement:

The general contractor, Stellar J Corporation completed the Water Filter Plant Process Water Pump Station Project in accordance with the Project's plans and specifications and to the satisfaction of the Public Works Department.

Department(s) involved:

Public Works, Admin

Contact person:

Keith Alewine

Phone number:

425-257-7225

Email:

Kalewine@everettwa.gov

Recommendation (exact action requested of Council):

Accept the Water Filtration Plant Process Water Pump Station Project as complete and authorize the Mayor to sign the Certificate of Completion and release of retention bond.

Initialed by:


Department head

Administration


Council President

CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: May 6, 2020
CONTRACTOR: Stellar J Corporation
PROJECT TITLE: Process Water Pump Station
DATE WORK COMPLETE: March 19, 2020

ADDRESS: 1363 Down River Drive
CITY/STATE: Woodland, WA 98674
WORK ORDER NO. UP-3647
FINAL AMOUNT: \$911,212.51
Excluding Washington State Sales Tax

CONTRACTOR'S CERTIFICATION

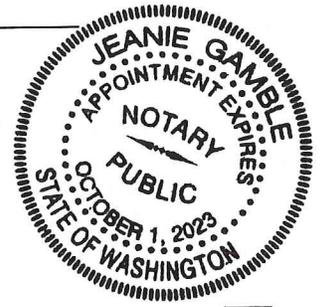
I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased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

X [Signature]
CONTRACTOR
Stellar J Corporation

X VP
TITLE

Subscribed and sworn to before me this 26 day of may, 2020

X Jeanie Gamble
Notary Public



In and for the State of Washington, residing at

Woodland, 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: 5-29-2020

X Tom Fuchs
Construction Manager
Tom Fuchs

X [Signature]
Public Works Director
Ryan Sass

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification. Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

CERTIFICATE OF COMPLETION

Project: Process Water Pump Station

Contractor: Stellar J Corporation

Work Order No. UP3647

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

5-29-2020

Date

Approved by:

Mayor, City of Everett
Cassie Franklin

Date

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

By: _____
David Hall, City Attorney

Date

Run Date: 5/1/2020
Time: 10:04 AM

City of Everett - Public Works Department
Contract Estimate Voucher

Cutoff Date: 4/24/2020

Project: 359

Process Water Pump Station
WO 3647 BID: \$914,753.00
TOTAL BID: \$989,697.70

For Work Order #3647
Estimate #14

Contractor: STELLAR J CORPORATION
1363 DOWN RIVER DRIVE
WOODLAND, WA 98674

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$911,212.51	\$898,191.70	\$13,020.81
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$75,630.64	\$74,549.91	\$1,080.73
Amounts Paid	\$986,843.15	\$972,741.61	
Amount to be Paid This Estimate			\$14,101.54

JMS

Checked By *Keith Denton* Date 5/1/2020
Recommended By *Sam Fuchs* Date 5-4-2020
Public Works Director *[Signature]* Date 5-4-2020

Retainage not withheld
per Retainage Bond
023207494

Work Order Number: 3647

Run Date: 5/1/2020
 Time: 10:04 AM

City of Everett - Public Works Department
 Contract Estimate Voucher

Cutoff Date: 4/24/2020

Project: 359

For Work Order #3647
 Estimate #14

Contractor: STELLAR J CORPORATION
 1363 DOWN RIVER DRIVE
 WOODLAND, WA 98674

Process Water Pump Station
 WO 3647 BID: \$914,753.00
 TOTAL BID: \$989,697.70

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount	
0001	Trench Safety Systems	LF	30.00	50.00	30.0000	30.0000	0.0000	900.00	900.00	0.00	
0002	Pump Station Completion	LS	822,000.00	1.00	1.0000	0.9995	0.0005	822,000.00	821,551.19	448.81	
0003	Force Account	FA	1.00	15,000.00	12,059.5100	12,059.5100	0.0000	12,059.51	12,069.51	0.00	
0004	Furnish Automatic Duplex Priming System	LS	38,725.00	1.00	1.0000	1.0000	0.0000	38,725.00	38,725.00	0.00	
0005	Power Quality Metering for Load Monitoring	LS	24,956.00	1.00	1.0000	1.0000	0.0000	24,956.00	24,956.00	0.00	
0006	Installation of New Pump Priming System	LS	12,572.00	1.00	1.0000	0.0000	1.0000	12,572.00	0.00	12,572.00	
								Work Order Totals:	911,212.51	898,191.70	13,020.81

Project title: Public Hearing on Ordinance No. 3752-20, an Interim Emergency Ordinance Temporarily Postponing Expiration of Development Applications and Approved Land Use Actions and Construction Permits

Council Bill # *interoffice use*

Agenda dates requested:
June 17, 2020

Briefing
Proposed action
Consent
Action none
Ordinance
Public hearing

Yes

Budget amendment:

No

PowerPoint presentation:

No

Attachments:

Ordinance No. 3752-20

Department(s) involved:

Legal, Planning, Building

Contact person:

Allan Giffen

Phone number:

425 257-8725

Email:

agiffen@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Emergency Ordinance Postponing Expiration of Certain Permits

Partner/Supplier : N/A

Location: City-wide

Preceding action: Interim Emergency Ordinance No. 3752-20 adopted April 29, 2020

Fund: N/A

Fiscal summary statement: N/A

Project summary statement:

City Council adopted Interim Emergency Ordinance No. 3752-20 on April 29, 2020. The ordinance has the effect of postponing the expiration dates of land use permits and building permits that would have expired during the six-month effective period of the emergency ordinance.

After a land use project approval expires, a property owner / developer is required to file a new land use application in order to build, even for a project that previously was approved. Building permits have expiration dates that are triggered by a lack of activity or progress on construction.

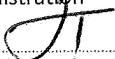
The ordinance was adopted due to the anticipated economic uncertainty that may be caused by the COVID-19 pandemic.

State law requires the City Council to hold a public hearing within 60 days of adopting an emergency ordinance. The purpose of the public hearing is to fulfill this requirement of State law. No formal action is required.

The ordinance will expire October 30, 2020, unless extended or amended prior to that date. The City should have more information about the need to either extend the ordinance or let it expire as that date approaches.

Recommendation (exact action requested of Council):

Hold public hearing on Interim Emergency Ordinance No. 3752-20





ORDINANCE NO. 3752-20

AN INTERIM ORDINANCE OF THE CITY OF EVERETT, WASHINGTON, IN RESPONSE TO THE COVID-19 PANDEMIC TEMPORARILY POSTPONING EXPIRATION OF DEVELOPMENT APPLICATIONS AND APPROVED LAND USE ACTIONS AND CONSTRUCTION PERMITS AND TEMPORARILY TOLLING PROCEDURAL DEADLINES; AUTHORIZING ADMINISTRATIVE INTERPRETATIONS; DECLARING THIS A PUBLIC EMERGENCY ORDINANCE PURSUANT TO RCW 35.63.200; AND ESTABLISHING AN EXPIRATION DATE CONSISTENT WITH RCW 36.70A.390.

WHEREAS, the World Health Organization has determined that a pandemic exists due to the global spread of a highly contagious virus commonly known as COVID-19; and

WHEREAS, a state of emergency has been declared by the federal, state, county, and municipal governments in response to the pandemic; and

WHEREAS, on March 23, 2020, Governor Jay Inslee issued Emergency Proclamation 20-25 (“Stay Home, Stay Healthy order”) requiring all people in Washington State to immediately cease leaving their home or place of residence except to conduct or participate in essential activities and/or for employment in essential business services; and

WHEREAS, on March 25, 2020, Governor Inslee provided official guidance stating that construction activities are not considered essential under Proclamation 20-25, except in limited circumstances; and

WHEREAS, the pandemic and the emergency declarations and proclamations are causing delays for an indeterminate period of time in the construction, inspection, and review of development projects with an active application or permit with the City of Everett and will cause delays with any project or permit applications filed during the state of emergency; and

WHEREAS, a number of land use and permit review statutes and municipal code provisions, including chapter 36.70B RCW and Title 15 of the Everett Municipal Code, impose certain time limitations and process requirements, such as public hearings, on development permit applications that are not achievable in the current emergency while complying with the Governor’s proclamations; and

WHEREAS, the City Council wishes to encourage a continuation of construction activity delayed by the emergency restrictions and by the economic impacts of the pandemic through postponement of the deadlines and expiration dates for applications and permits; and

WHEREAS, the City Council further recognizes the necessity for staff telecommuting, for City compliance with the Governor's restrictions on non-essential activities, and for prioritizing work to address the emergency conditions; and

WHEREAS, this public health and economic crisis creates a time-sensitive emergency requiring the use of an interim zoning ordinance extending development application processing and permit expiration time periods to provide additional time; and

WHEREAS, this interim ordinance is intended to be temporary until public health and economic conditions improve and the provisions of this Ordinance are procedural in nature, in that they only modify the amount of time an application or an issued permit remains viable. Accordingly, this Ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act pursuant to WAC 197- 11-800(19) and does not require transmittal to the Washington State Department of Commerce for comment; and

WHEREAS, the City Council finds that it is in the public interest to adopt this interim Ordinance and that such Ordinance is necessary for the immediate protection of the public health, safety, property, or peace.

NOW, THEREFORE, THE CITY OF EVERETT ORDAINS THE FOLLOWING:

Section 1. FINDINGS OF FACT. The Recitals set forth above are adopted as the Findings of Fact required pursuant to RCW 36.70A.390.

Section 2. EXTENSIONS OF DEVELOPMENT APPLICATIONS AND PERMITS.

A. This section relates to all development project applications and permits, including those under Titles 15, 16, 18, and 19 of the Everett Municipal Code.

B. A permit or development approval (for example, project SEPA review, or a preliminary subdivision) that was active and valid as of April 29, 2020, shall not lapse, terminate, or otherwise expire prior to the expiration of this interim Ordinance, and the expiration date of the permit or development approval or time period for meeting a deadline or for performance of a condition of the permit or development approval shall be either the time currently provided by code or the expiration of this interim Ordinance, whichever date is later, unless the specific time period is required by state law and cannot be waived.

C. Any application that is currently actively being processed or that is determined to be complete while this interim Ordinance is effective, will not be lapsed, cancelled, or expired prior to the expiration of this interim Ordinance, and the time period for meeting a deadline or for

performance of a condition of the application (including deadlines for obtaining permits that are ready for issuance) shall be either the time currently provided by code or the expiration of this interim Ordinance, whichever date is later, unless the specific time period is required by state law and cannot be waived.

D. Application processing deadlines and timelines relating to project permit applications processed under EMC Title 15, including but not limited to requirements for issuing a notice of decision, are suspended and will be tolled while the Governor's emergency proclamations are in effect.

Section 3. STATE LAW. The Council recognizes that in addition to the City's local ordinances and regulations there are associated state statutory deadlines and timelines in Chapters 36.70A, 36.70B, 43.21C, 58.17, and 90.58 RCW, among others, which the Council does not have the authority to waive or extend. If the Governor issues an emergency proclamation or other order providing relief from state statutory deadlines and other requirements for development projects, the Council authorizes the Planning Director, Building Official, Public Works Director, and/or Fire Marshal, as applicable, to implement or adopt any available measures or relief from those statutory deadlines and requirements provided such interpretations are temporary and consistent with the intent and purpose of this Ordinance.

Section 4. DIRECTOR INTERPRETATIONS. Council further authorizes the Planning Director, Building Official, Public Works Director, and/or Fire Marshal, as applicable, to issue temporary procedural interpretations to address deadlines or other requirements related to development activities that were not specifically addressed in this Ordinance, provided such interpretations are temporary and consistent with the intent and purpose of this Ordinance.

Section 5. PUBLIC HEARING. Pursuant to RCW 36.70A.390, a public hearing on the interim official controls established by this Ordinance shall be held within sixty (60) days of the adoption of this Ordinance to hear and consider public comment.

Section 6. EFFECTIVE DATE. This Ordinance, passed by at least a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the immediate preservation of the public peace, health, property, or safety and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its adoption as provided in RCW 35.63.200.

Section 7. EXPIRATION. The City Council adopts this interim regulation under the authority of RCW 36.70A.390. Therefore, the interim controls adopted herein shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire after a period of six months, unless extended as provided by statute or otherwise superseded by action of Council, whichever occurs first. Because this is an interim ordinance only, it shall not be codified.

Section 8. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 9. 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:



Deputy City Clerk

PASSED: 4/29/2020

4/30/2020

VALID: _____

5/8/2020

PUBLISHED: _____

5/15/2020

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled "Sewer "O" Utility Upgrades"
Fund 336, Program 013.

City Council Agenda Item Cover Sheet

Council Bill #

CB2005-34

Agenda dates requested:

May 27, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Proposed Ordinance, Map

Department(s) involved:

Public Works, Admin

Contact person:

Amie Roshak

Phone number:

425-257-7249

Email:

aroshak@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Sewer "O" Utility Upgrades

Partner/Supplier:

Location: South of Pacific Avenue, North of 41st Street

Preceding action: Call for Bids 3/11/20

Fund: 336

Fiscal summary statement:

The budget for this project is \$6,000,000 and the source of funds will be Fund 401 – Water and Sewer Utility Fund.

Project summary statement:

Sewer "O" Utility Upgrades project will replace and upsize existing sewers to address pipe condition and capacity issues. The existing sewer mains are over 100 years old. Existing drainage structures in the right-of way will be replaced and reconnected to the new main. Cast iron water mains installed in 1958 are prone to breaks and will be replaced on Colby Ave between 37th and 40th. Street illumination direct bury wiring and telemetry conduit will be replaced. Restoration will include trench patch, half width street pavement overlay of the east side of Colby Ave., ADA curb ramp upgrades at intersections and replacement of sidewalk on both sides of the street. Alleys will be repaved full width after trenches are backfilled.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Sewer "O" Utility Upgrades" Fund 336, Program 013.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Sewer “O” Utility Upgrades” Fund 336, Program 013, 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 system replacements.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 013, entitled “Sewer “O” Utility Upgrades” 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 \$6,000,000 is hereby appropriated to Fund 336, Program 013, “Sewer “O” Utility Upgrades” as follows:

A. Estimated Project Costs	\$6,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$6,000,000

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: _____



Project title: Sewer O Utility Upgrades Project, award the bid to Interwest Construction, Inc.

City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Bid Award

Project: Sewer "O" Utility Upgrades (UP3691)

Partner/Supplier : NA

Agenda dates requested:

6/10/2020

Port Gardner Neighborhood. On Colby Ave from 37th to 40th and in

Location: alleys between 32nd and 34th St. and Lombard Ave. and Rockefeller Ave.

Briefing

Proposed action

Consent

Action X

Ordinance

Public hearing

..... Yes x No

Preceding action: 3/11 – Call for Bids

Fund: Fund 336 - Utilities

Budget amendment:

..... Yes x No

Fiscal summary statement:

Funding source will be utilities fund.

Bid price: \$4,234,567.89

Budget is \$6,000,000.00

PowerPoint presentation:

..... Yes x No

Project summary statement:

Sewer "O" Utility Upgrades project will replace and upsize existing sewers to address pipe condition and capacity issues. The existing sewer mains are over 100 years old. Existing drainage structures in the right-of way will be replaced and reconnected to the new main. Cast iron water mains installed in 1958 are prone to breaks and will be replaced on Colby Ave between 37th and 40th. Street illumination direct bury wiring and telemetry conduit will be replaced. Restoration will include trench patch, half width street pavement overlay of the east side of Colby Ave., ADA curb ramp upgrades at intersections and replacement of sidewalk both sides of the street. Alleys will be repaved full width after trenches are backfilled.

Attachments:

Bid Summary

Bids were opened on May 19, 2019, and five (5) bid proposals were received for the construction of the Sewer O Utility Upgrades project. Interwest Construction Inc. was the lowest responsive and responsible bidder at a price of \$4,234,567.89. The City staff recommends that Interwest Construction Inc. be awarded the construction contract for Sewer O Utility Upgrades project in the amount of \$4,234,567.89.

Department(s) involved:

Public Works

Contact person:

Amie Roshak, P.E. 

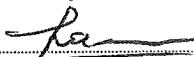
Phone number:

(425) 257-7249

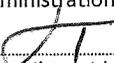
Email:

aroshak@everettwa.gov

Initialed by:


For Department head


Administration


Council President

Recommendation (exact action requested of Council): Award the bid for the Sewer O Utility Upgrades project to Interwest Construction, Inc., in the amount of \$4,234,567.89.



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

BID SUMMARY

Project Name: Sewer "O" Utility Upgrade

W.O.# UP 3691

Date: 5/19/2020

For: Amie Roshak, Project Engineer

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$5,671,824.53
Interwest Construction, Inc.	\$4,234,567.89
Rodarte Construction, Inc.	\$4,462,879.10
R. L. Alia Company	\$4,970,862.37
Marshbank Construction, Inc.	\$4,985,732.44
Thomco Construction, Inc.	\$5,240,488.83



Project title: A Resolution amending the 2019 Annual Action Plan to use CDBG-CV funds for Public Services Activities

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

6/17/2020 and 6/24/20

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

To come

Department(s) involved:

CPED

Contact person:

Becky McCrary

Phone number:

425 257 7133

Email:

ramccrary@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Cares Public Services CDBG Plan Annual Action Plan Amendments

Partner/Supplier : HUD

Location:

Preceding action: Citizen Advisory Committee Recommendation Hearing 6/9/2020

Fund: 198/ CDBG-CV

Project summary statement: On March 27, 2020, the \$2 Trillion-dollar Coronavirus Aid, Relief, and Economic Security Act (CARES) was passed into law to provide economic and financial support during the Nation’s COVID-19 Pandemic crisis. Money has been made available through several mechanisms to reach individuals and communities including additional CDBG-CV funds to entitlement jurisdictions.

The City was notified that it will receive \$534,121 in additional CDBG funds that must be used to fund activities that prevent, prepare for, and respond to COVID-19 relief. Additionally, jurisdictions may use any unused 2019 CDBG funds to supplement these activities. There was 2019 unexpended funds of \$500,000 made available to the Small Business Grant Program currently in process. The new CDBG-CV funds was designated to non-profit agencies for eligible public services activities impacted by COVID-19. Priority will be given to agencies providing the highest service need at the time of funding selection, currently identified as food or rental assistance. The Citizen Advisory Committee will conduct a Public Hearing on June 9th and continue on June 10th, if needed, to review Public Services applications and make a funding recommendation to the City Council. The City is eligible to use also use these funds for administration of the program.

In order to facilitate the use of CDBG-CV funds the City must amend the 2019 Annual Action Plan to allocate grant funds to COVID-19 related activities; and

Recommendation Adopt a Resolution amending the 2019 Annual Action Plan to use CDBG-CV funds for Public Services Activities.

RESOLUTION NO. _____

A RESOLUTION regarding Community Development Block Grant Funds and COVID-19 and amending the 2015-2019 Consolidated Plan and the 2019 Annual Action Plan

WHEREAS, on March 13, 2020, a National Emergency was declared in response to the Coronavirus outbreak referred to as COVID-19; and

WHEREAS, on March 27, 2020, the \$2 Trillion-dollar Coronavirus Aid, Relief, and Economic Security Act (CARES) was passed into law to provide economic and financial support during the Nation’s COVID-19 Pandemic crisis; and

WHEREAS, COVID-19 relief funds have been made available through several mechanisms and programs to reach individuals and communities including additional CDBG-CV funds to CDBG entitlement jurisdictions; and

WHEREAS, Community Development Block Grant COVID-19 (CDBG-CV) funds have been made available through the United States Department of Housing and Urban Development to provide for community programs and small business assistance for activities that prevent, prepare for, and respond to COVID-19, and Everett has been notified that it will receiving \$534,121; and

WHEREAS, Everett has uncommitted 2019 CDBG funds of \$500,000 available to convert to CDBG-CV to provide additional fund for increased demand on Public Services; and

WHEREAS, On April 29, 2020, the City Council passed Resolution 7507 approving the use of \$500,000 of CDBG-CV funds for the Everett Cares Small Business Grant Program and approximately \$500,000 for public services; and

WHEREAS, the Notice of Funding Availability for the Public Services CDBG-CV program was published and applications were received by May 29, 2020.

WHEREAS, the Citizens Advisory Committee held a public hearing on June 9, 2020 to review and make funding recommendations for grant applications amending the 2019 Annual Action Plan; and

WHEREAS, the City Council recognizes the urgent need to rapidly distribute these funds the Everett community to provide relief from the impact of the COVID-19 Pandemic; and

WHEREAS, the City Council has reviewed the recommendations from the CAC; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT THAT:

1. Public Service Projects to be funded with 2019 CDBG-CV Funds:

Public Service Project	Funding
Food Security Programs	
Northwest Seattle Gambian Association Provide food assistance, personal protective equipment, transportation assistance and rental assistance to Everett Gambian community members in response to the increased need due to COVID-19	\$20,000
UTSAV Provide food and housing assistance needs for South Asian community members in Everett due to increased need as a result of COVID-19	\$15,000
ChildStrive Address food security in the Casino Road neighborhood of Everett in response to COVID-19 impacts	\$53,225
Housing Security Programs	
Compass Health Funding to support Emergency Motel Voucher Program (EMVP) which provides motel vouchers to homeless individuals and those experiencing housing challenges in Everett as this need has increased due to COVID-19.	\$40,000
YWCA of Seattle King Snohomish Provide rental assistance including past rent due, current rent due, and utility assistance response to Covid-19	\$55,000
Domestic Violence Services of Snohomish County Provide hotel vouchers to victims of domestic violence and their families for two weeks stays to ensure social isolation, safety, and confidentiality in response to and prevention of COVID-19	\$10,000
Cocoon House Provide additional funding for the increased need for sanitation, food, basic needs, and staffing due to COVID-19 for the youth housing program	\$10,000
Housing Hope Housing Hope and Refugee and Immigrant Services Northwest will use funding to provide rental assistance to low-income individuals and families who have been adversely impacted by COVID-19.	\$60,000
Hand in Hand Provide food, clothing, personal hygiene supplies and housing assistance in response to impacts of COVID-19	\$40,000
Volunteers of American Western Washington Provide eviction/homelessness prevention and housing stabilization services in response to the increased need as a result of COVID-19	\$104,121
Snohomish County Legal Services Provide legal services to meet the housing stability needs of Everett residents as a result of the pandemic.	\$26,775
Total All Programs	\$434,121

2. The Mayor is authorized to execute all grant agreements and other documents necessary to implement the projects approved in this resolution.
3. The Mayor and her designee(s) are authorized to make formal application to the U.S. Department of Housing and Urban Development for funding assistance in accordance with this Resolution and the requirements of such application.
4. This Resolution will become part of the formal application to the U.S. Department of Housing and Urban Development and to the State of Washington.
5. The required application forms and information are to be sent to the U.S. Department of Housing and Urban Development to complete all application requirements and the Mayor and her designee(s) are authorized to sign and provide the needed documents and to take all other necessary actions.
6. To support the administration of the additional 2019 funding Community Development Block Grant COVID-19 funds, the City will use allowed administration funding from the annual grant will be set aside.
7. The amendments to the 2019 Annual Action Plan are hereby adopted and approved to be submitted to the U.S. Department of Housing and Urban Development and to complete all application submittal requirements.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2020.

Council President



Project title: An Ordinance creating a special improvement project entitled "100th Street SW Improvements" Fund 303, Program 120.

City Council Agenda Item Cover Sheet

Council Bill #
CB 2005-35

Agenda dates requested:
June 3, 2020

- Briefing
- Proposed action
- Consent
- Action
- Ordinance
- Public hearing
 - Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:
Proposed Ordinance

Department(s) involved:
Public Works, Admin

Contact person:
Christina Curtis

Phone number:
(425) 257-8855

Email:
ccurtis@everettwa.gov

Initialed by:

Department head

Administration:

Council President

Consideration: Plans & Systems Ordinance
Project: 100th Street SW Improvements
Partner/Supplier:
Location: 100 th Street SW
Preceding action: None
Fund: Fund 303

Fiscal summary statement:

The budget for the design phase of this project is \$960,000 and the source of funds will be a Federal Surface Transportation Program (STP) grant in the amount of \$800,000 and local matching funds of \$160,00 for a total of \$960,000. The local matching funds will come from Fund 157 – Traffic Mitigation in the amount of \$150,000 and Fund 119 – Street Improvements in the amount of \$10,000.

Project summary statement:

100th Street SW is a critical east-west arterial link between Evergreen Way and the Paine Field Passenger Air Terminal and the Southwest Everett Manufacturing and Industrial Center. Planned roadway widening improvements include adding a center turn lane, bicycle lanes, and sidewalks. These improvements are also identified as a needed connection of existing facilities in the Bicycle Master Plan.

Ancillary improvements will include the upgrading of 2 drainage culverts, stormwater management, pavement markings and signing, illumination upgrades and ADA improvements.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "100th Street SW Improvements" Fund 303, Program 120.



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “100th Street SW Improvements” Fund 303, Program 120, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a planned transportation infrastructure improvement program.
- B. The City of Everett has identified the need and obtained funds to design and construct certain improvements on 100th Street SW.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 120, entitled “100th Street SW Improvements” 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 \$960,000 is hereby appropriated to Fund 303, Program 120, “100th Street SW Improvements” as follows:

A. Estimated Project Design Costs	\$ 960,000
B. Source of Funds	
Federal Grant - STP	\$ 800,000
Fund 157 – Traffic Mitigation	150,000
Fund 119 – Street Improvements	10,000
Total Funds	<u>\$ 960,000</u>

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: _____



Project title: An Ordinance creating a special improvement project entitled "Grand Avenue Utilities Replacement" Fund 336, Program 014.

City Council Agenda Item Cover Sheet

Council Bill #

CB 2005-36

Agenda dates requested:

June 10, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Rich Hefti

Phone number:

425-257-7215

Email:

rhefti@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Grand Avenue Utilities Replacement

Partner/Supplier:

Location: Grand Avenue between 19th Street and Hewitt Avenue

Preceding action: None

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the project is \$11,200,000.

Project summary statement:

The purpose of this project is to replace aging combined sewer mains and make drainage modifications for future separation from sanitary sewer on Grand Avenue between Hewitt Avenue and 19th Street. The project will also replace aging 3-inch and 6-inch cast iron pipe water mains with a new 8-inch ductile iron main.

In-house design work began November 2018. Currently the project is at 60% design review and Public Works anticipates asking City Council to authorize a call for construction bids in later this year. The construction phase is estimated to occur in late 2020 through 2021.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Grand Avenue Utilities Replacement" Fund 336, Program 014.



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a planned water, sewer and stormwater infrastructure maintenance program.
- B. The City of Everett had identified the need and obtained funds to construct improvements to water and sewer mains on Grand Avenue.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 014, entitled “Grand Avenue Utilities Replacement” 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 \$11,200,000 is hereby appropriated to Fund 336, Program 014, “Grand Avenue Utilities Replacement” as follows:

A. Estimated Project Costs	\$11,200,000
<hr/>	
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$11,200,000

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: _____



Project title: An Ordinance creating a special improvement project entitled "I-5 & US-2 Interchange Justification Report (IJR) Planning Study" Fund 303, Program 121.

City Council Agenda Item Cover Sheet

Council Bill #
CB2000-37

Agenda dates requested:
June 10, 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:
Tom Hood

Phone number:
(425) 257-8809

Email:
thood@everettwa.gov

Consideration: Plans & Systems Ordinance
Project: I-5 & US-2 Interchange Justification Report (IJR) Planning Study
Partner/Supplier: Snohomish County
Location: Interstate 5 at US-2
Preceding action: None
Fund: Fund 303

Fiscal summary statement:
The budget for this planning study is \$2,315,000. A Federal Surface Transportation Program (STP) grant will provide \$2,000,000, Snohomish County has partnered with the City and will provide \$150,000 and the balance of the matching funds in the amount of \$165,000 will come from Fund 119 – Street Improvements.

Project summary statement:
The I-5 & US 2 Interchange Justification Report (IJR) Planning Study will produce an interchange justification report (IJR) that will provide a set of design recommendations for improving conditions at the interchange of I-5, US-2, Hewitt Avenue and other streets along the easterly limits of the City of Everett. The grant funds, in conjunction with local matching funds, support operational planning and pre-design work. The IJR could be integrated with the finalization of environmental planning efforts that recently received initial funding from the Washington State Legislature. Integrating the operational planning with the environmental planning would streamline the remaining schedule towards design and future construction of a new westbound US 2 Trestle.

Initialed by:

Department head

Administration:

Council President

Recommendation (exact action requested of Council):
Adopt an Ordinance creating a special improvement project entitled "I-5 & US-2 Interchange Justification Report (IJR) Planning Study" Fund 303, Program 121.



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “I-5 & US-2 Interchange Justification Report (IJR) Planning Study” Fund 303, Program 121, to accumulate all costs for the study.

WHEREAS,

- A. The City of Everett is committed to a planned transportation infrastructure improvement program.
- B. The City of Everett has identified the need and obtained federal funds for planning improvements to the interchange at Interstate 5 and US Highway 2.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 121, entitled “I-5 & US-2 Interchange Justification Report (IJR) Planning Study” to accumulate all costs for the work. Authorization is hereby given to accumulate costs and distribute payments for the study.

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 \$2,315,000 is hereby appropriated to Fund 303, Program 121, “I-5 & US-2 Interchange Justification Report (IJR) Planning Study” as follows:

A. Estimated Project Planning Costs	\$ 2,315,000
B. Source of Funds	
Federal Grant - STP	\$ 2,000,000
Fund 119 – Street Improvements	165,000
Snohomish County Contributions	150,000
Total Funds	<u>\$ 2,315,000</u>

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: _____