

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF
EVERETT FOR PUBLIC RESTROOMS

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT FOR PUBLIC RESTROOMS (this “Agreement”), is made and entered into this 4th day of October, 2023, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF EVERETT, a Washington municipal corporation (the “City”), each a “Party” and collectively the “Parties,” pursuant to **Chapter 39.34 RCW**.

RECITALS

A. The **COUNTY** and the **CITY** are tasked with promoting public health and welfare of their citizens;

B. The **CITY** is the location of multiple facilities that draw Snohomish County residents into Everett for events and other community gatherings;

C. The **CITY** has a project to purchase prefabricated, permanent, public restrooms to be put in place in the city of Everett; and

D. The **CITY’s** public restroom project will complete the purchase of prefabricated, permanent, public restrooms to be put in place by the City of Everett (“the Project”). Snohomish County has agreed to provide \$250,000 – Two Hundred Fifty Thousand Dollars of General Fund money (the “Funds”) in support of this project; and

E. The **COUNTY** has determined that it is in the public interest of its citizens to provide Funds to support the placement of public restrooms in the **CITY**; and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the **COUNTY** wishes to provide, and the **CITY** wishes to accept, the above-described Funds from the **COUNTY**.

AGREEMENT

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

1. **Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to **Chapter 39.34 RCW**. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County’s provision of the Funds to the City’s Project **Purchase of Public Restrooms** set forth in Attachment A, by this reference incorporated herein.

2. **Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through **December 31, 2024**, unless earlier terminated pursuant to the provisions of **Section 12** below, PROVIDED HOWEVER, that each party’s obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. **Administrators.**

Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:

Kara Main-Hester, Chief RRO
Snohomish County Department
of Recovery and Resilience
3000 Rockefeller Ave. MS 407
Everett, WA 98201
(425) 262-2991 phone
Kara.main-hesters@snoco.org

City’s Initial Administrator:

Joan Olsen, Capital Project
Coordinator
City of Everett
802 E. Mukilteo Blvd.,
Everett, WA 98203
(425) 754-0345
jolsen@everettwa.gov

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

4. **Project Performance.**

4.1 **Certification of Real Property Interest.** The City certifies to the County that the City owns the real property or easements upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in **Section 4.3** below (the "City's Financial Commitment").

4.3 Project Deadline. On or before **December 31, 2024**, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.5 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to **December 31, 2024**, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to **Section 5.1**, the County shall remit to the City an amount not to exceed **\$250,000 – Two Hundred Fifty Thousand Dollars.**

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including **Chapter 40.14 RCW.**

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by, the State, the County, or this Agreement.

In the case of **5.6.1** or **5.6.2**, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor. The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The County shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of injuries and/or damages caused by the County's own negligence.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including **Title 51 RCW**, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program; see **Attachment C**.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to **Section 11.1** above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in **Section 12.2** below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by **December 31, 2024**, and/or otherwise commits a Default as described in **Section 11**, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in **Section 3** of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third-Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

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

(Signature Page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

Ken Klein Digitally signed by Ken Klein
Date: 2023.10.04 13:04:07 -07'00' Ken Klein
Executive Director

Name: Dave Somers
Title: County Executive

CITY:

City of Everett, a Washington municipal corporation



Name: Cassie Franklin
Title: Mayor

Approved as to Form:

Deputy Prosecuting Attorney

Attest/Authenticate

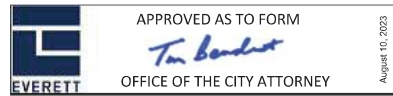


Name: Marista Jorve
Title: City Clerk

Approved as to insurance and indemnification provisions:

Risk Management

Approved as to Form:



Office of the City Attorney

COUNCIL USE ONLY	
Approved	<u>10/4/2023</u>
ECAF #	<u>2023-1001</u>
MOT/ORD	<u>Ordinance 23-089</u>

ATTACHMENT A
Project Description and Image

SPECIFICATIONS

As described in Attachment B, ROMTEC Scope of Services and Materials, the City of Everett is purchasing prefabricated public restrooms from ROMTEC for placement on City property. The City will pay for the placement and hook up of the units.

BUDGET

The County has agreed to provide up to \$250,000 toward the purchase and shipping of 2 ROMTEC restroom units for public use per the manufacturing specifications set forth in Attachment B, by this reference incorporated herein.

1. The City will be reimbursed by the County for eligible expenses incurred in executing the portion of the Project for purchasing the restroom units, in the amount not to exceed the Contract Maximum of \$250,000.
2. Eligible expenses for which the City may request reimbursement:
 - a. Restroom units
 - b. Shipping and taxes related to the restroom units
3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the City seeks reimbursement.

Budget Item	County Contribution	City Contribution	Budget
2 Romtec Restrooms Design & Supplying	\$250,000	\$26,049	\$276,049
Packaging & Freight	\$0	\$7,677	\$7,677
TOTAL	\$250,000	\$36,726	\$286,726



**ATTACHMENT B
Project Scope**



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date
1/24/2023



PROPOSAL/PO #081721-RMT

City of Everett DPR

Customer: City of Everett
Joan Olsen
802 E. Mukilteo Blvd.,
Everett, WA 98203

Quantity	Building Proposal Description	Extended Price
2	Romtec Single Sidewalk Restroom Design & Supply Per Romtec Scope Scope of Supply and Services Document Dated 01-24-2023	\$ 296,860.90

Sourcewell DISCOUNT: Available only to members of Sourcewell.	6.00%	\$ (17,811.66)
Estimated Packaing and Freight to:	Everett, WA	\$ 7,676.26
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 286,725.50

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

- *Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**
- *Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.
- *This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.
- *All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.
- *Non-Agency orders must be placed on Romtec Inc. purchase order forms.
- *Shipping prices are estimates only and are subject to change without notice.
- *Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.
- *Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.



Preliminary Scope of Supply and Services

Building Supply Only

Project: City of Everett – Downtown PR – Sidewalk Restroom
Customer: City of Everett
Location: Everett, WA
Date: 1/24/2023

Contents

1. Process – Start to Finish
2. Romtec Scope of Materials Supply
3. Delivery, Storage, and Handling
4. Warranty and Limitations
5. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1. Process – Start to Finish

Below is an outline of Romtec’s process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec’s Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec’s Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

1. Romtec provides the SSDS in Romtec’s standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer’s approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec’s standard plan size is 11”x17”.

G. The local building department reviews and comments on the Romtec plans

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec’s warranty period begins.

2. Romtec Scope of Materials Supply

A. Structure

1. Romtec's proposal includes the specific color selections noted below. Deviation from these may result in a price increase.
2. The steel building structure will be delivered fully assembled as one unit.
 - a. The steel structure generally consists of all framing, roofing, doors, vents, etc.
 - b. The structure will include one restroom.
 - c. All exposed steel items will be painted **Navy**.
 - d. Doors, frames, and hardware
 - i. Stainless steel, ball bearing hinges.
 - ii. Heavy duty door closers.
 - iii. Grade 2 lever locks

B. Plumbing Fixtures and Accessories

1. The following items relative to the fixtures will be supplied by Romtec:
 - a. Wall mount, stainless steel toilet with concealed, hydraulic flush valve.
 - b. Wall mount, stainless steel sink with push button faucet.
 - c. Stainless steel grab bars.
 - d. Wall mount, stainless steel, 2-roll toilet paper dispenser.
 - e. Wall mount, stainless steel automatic soap dispenser.
 - f. Exterior hose bib.

C. Electrical Fixtures

1. The following electrical fixtures will be supplied by Romtec:
 - a. Interior lighting
 - i. Wall mount, vandal resistant LED light fixtures.
 - b. Heat tape for plumbing freeze protection.
 - c. Main breaker panel sized for the building components.
 - i. 100 amp, single-phase, rain tight.

3. Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

4. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

Section 2 – Installer Scope (by others)

5. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the **installer**, or, for projects where the **installer** is separate subcontractor of the general contractor and/or owner, some items are typically provided the **contractor**.
2. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural
The following structural components will be provided by the **installer**:
 - a. All materials, equipment and labor for footings and interior slabs.
 - b. Concrete sealant.
 - c. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
2. Plumbing
The following plumbing components will be provided by the **installer**.
 - a. Connection of plumbing utilities within the building footprint will be by the **installer**.
 - b. All water and sewer piping and floor drains within the building footprint are provided by the **installer**.
3. Electrical
The following electrical components will be provided by the **installer**.
 - a. Connection of electrical utility within the building footprint will be by the installer.
 - b. Any required switches and outlets that are not included with electrical products are provided by the **installer**.
4. Other materials, equipment, and services
The following materials, equipment, and services are provided by the **installer**.
 - a. Building package installation
 - b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by others.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural
The following items relative to the structural components will be supplied by the **contractor**:
 - a. All materials, equipment and labor for exterior slabs and sidewalks.
 - b. If required, design and supply of gutters and downspouts is by the contractor or others. Romtec can show basic gutters and downspouts on the plans upon request.
2. Plumbing
The following plumbing components will be provided by the **contractor**.
 - a. Incoming plumbing utilities to within the building footprint will be by the **contractor**.
 - b. All water and sewer piping, drains, and valves external of the building footprint are provided by the **contractor**.
3. Electrical
The following electrical components will be provided by the **contractor**.
 - a. Incoming electrical utilities to with the building footprint are provided by the **contractor**.
 - b. Electrical meter base and meter are provided by the **contractor**.
4. Other materials, equipment, and services
The following materials, equipment, and services are provided by the **contractor**.
 - a. Site grading and/or asphalt paving
 - b. Masonry pavers

- c. Branch circuit breakers
- d. Fire alarm & fire suppression equipment
- e. Gutters and downspouts
- f. Lighting equipment not attached to the building
- g. Backflow check valves & drain valves
- h. Freeze protection
- i. Landscaping
- j. Special inspection services
- k. Permits and fees
- l. Site plans
- m. Geotechnical reports

D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the **installer** and/or **contractor** to collect and maintain these manuals until delivered to the owner.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff are not included in the proposal.
Note: If site visits are required, Romtec will issue a change order.
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.

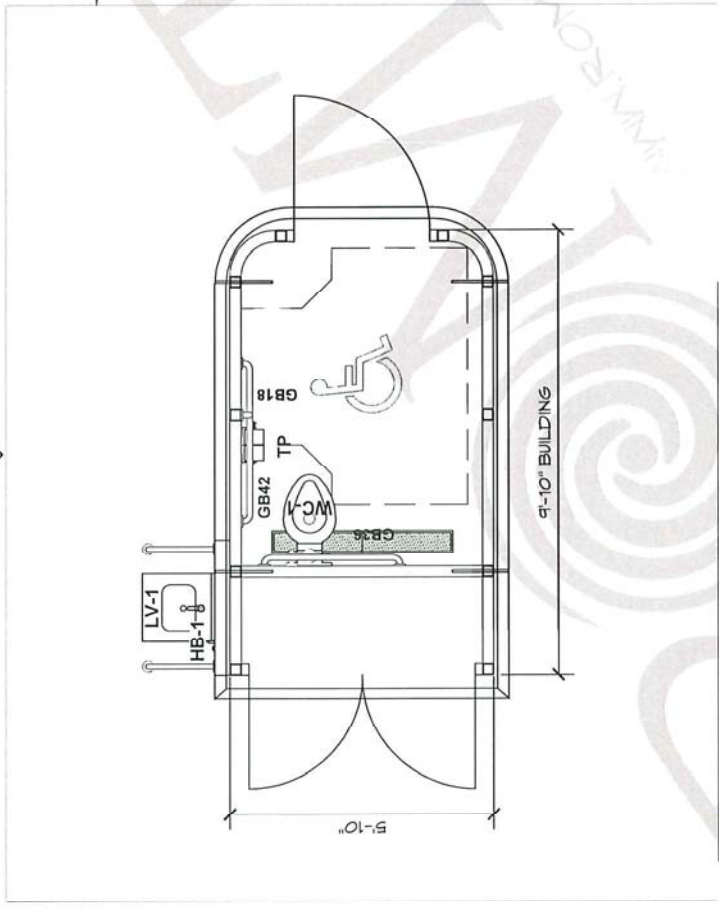
a. Roof Snow Load: 25 psf	d. Allowable Soil Bearing: 1500 psf
b. IBC Seismic Design Category: C	e. Occupancy Type: U
c. Design Wind Speed: 110 mph	f. Type: VB
4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
5. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
7. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

NOTE: PLUMBING TO BE WRAPPED IN HEAT TAPE FOR FREEZE PROTECTION

LEGEND	
SYMBOL	DESCRIPTION
	AREA/ QUANTITY
	INTERIOR WALL LIGHTS 3
	EXTERIOR WALL LIGHTS 2
□ TP	TWO ROLL TP DISPENSER 1
▬	TRENCH DRAIN 1



2 ISOMETRIC RENDER
 SCALE: NTS

1 FLOOR PLAN
 SCALE: 3/8" = 1'-0"



ATTACHMENT C
Certification of Self-Insurance

LETTER OF SELF-INSURANCE

For Period: 12/31/2022 – 12/31/2023

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.


Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$2,000,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.


Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.

A handwritten signature in blue ink that reads 'Christine Muth-Schulz'. The signature is fluid and cursive.

Christine Muth-Schulz
Risk Manager

Risk Management

 2930 Wetmore Ave., Ste. 10-C
Everett, WA 98201

 425.257.7000
425.257.8693 fax

 CityAttorney@everettwa.gov
everettwa.gov/legal