

**Project title:** Amendment No. 3 to Professional Service Agreement with Rainier Environmental for wastewater toxicity testing

## City Council Agenda Item Cover Sheet

**Council Bill #**

**Agenda dates requested:**

November 16, 2022

Briefing

Proposed action

Consent 11/16

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Amendment No. 3

**Department(s) involved:**

Public Works

**Contact person:**

John Rabenow

**Phone number:**

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**Email:**

jrabenow@everettwa.gov

**Initialed by:**

*RLS*

Department head

Administration

Council President

**Consideration:** Amendment to the Professional Service Agreement

**Project:** Whole Effluent Toxicity Bioassay Testing

**Partner/Supplier:** Rainier Environmental Laboratory

**Location:** Water Pollution Control Facility

**Preceding action:** Amendment #2 - 12/09/2021

**Fund:** Fund 401 - Water & Sewer Utility Fund

**Fiscal summary statement:**

The amount of this contract is based on testing requirements and is billed on a per test basis. The total cost of this amendment is \$17,450 to cover anticipated costs for 2023.

Total compensation will increase to \$89,950 and the source of the funding is Fund 401 - Water & Sewer Utility Fund.

**Project summary statement:**

This contract amendment extends the contract period through 2023 to provide required toxicity testing.

Acute and chronic whole effluent toxicity (WET) testing is a specified requirement in the City of Everett's National Pollutant Discharge Elimination System (NPDES) permit issued by the Washington State Department of Ecology. Rainier Environmental Laboratory is the only lab in the region that performs these tests.

Rainier Environmental Laboratory will undertake various wastewater toxicity testing and lab analysis to maintain the City's compliance with permit regulations.

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

Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement between the City and Rainier Environmental Laboratory to provide for wastewater toxicity testing at the Water Pollution Control Facility.

**AMENDMENT NO. 3  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EVERETT  
AND RAINIER ENVIRONMENTAL LABORATORY**

This Amendment No. 3 is dated for reference purposes December \_\_, 2022. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”) and Rainier Environmental Laboratory (“Service Provider”).

**RECITALS**

A. The City and Service Provider are parties to the Professional Services Agreement dated July 10, 2018 (the “Agreement”). The Water Pollution Control Facility continues to need laboratory testing and services related to Whole Effluent Toxicity Bioassays. Testing ensured compliance with various regulatory requirements and the Department of Ecology’s NPDES Discharge Permit. This agreement raises total expenditures to allow for an additional year of testing.

B. The City and the Service Provider desire to amend the Agreement for the purpose of extending the completion date from December 31, 2022 to December 31, 2023.

**AGREEMENT**

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are as follows:

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

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed \$89,950, adding \$17,450 to Amendment No. 2 (dated December 9, 2021) total amount of \$72,500.
3. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since July 10, 2018.
4. Paragraph 4.B. (Compensation). of the agreement is modified to reflect the following increased charges per test:

Daphnia Acute Test - \$700  
Fathead Minnow Test w/ CO2 - \$950  
Mysid Shrimp Chronic Test - \$1,900  
Topsmelt Chronic Test - \$1,800

5. This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, 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 Amendment by the Mayor of the City.
6. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT  
WASHINGTON**

**Rainier Environmental Laboratory**

By: \_\_\_\_\_  
Cassie Franklin, Mayor

Signature: Eric Tollefson

Typed/Printed Name: ERIC TOLLEFSON

Title: OWNER

\_\_\_\_\_  
Date

10/20/2022  
Date

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

