



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Otak
City Project Manager	Amie Roshak WO# UP3418 Project: Water Main Replacement Y
	aroshak@everettwa.gov
Original Agreement Date	4/26/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$350,138.00
	Compensation Added (or Subtracted) by this Amendment	\$35,686.00
	Maximum Compensation Amount After this Amendment	\$385,824.00

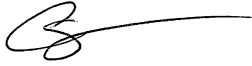
Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A	
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.	
	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. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.	
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.	

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

OTAK, INC.



Cassie Franklin, Mayor

Signature: Nicolaas M. Vanderhorst

Name of Signer: Nico M. Vanderhorst

Signer's Email Address: nico.vanderhorst@otak.com

Title of Signer: Principal

05/23/2024

Date

ATTEST



Office of the City Clerk

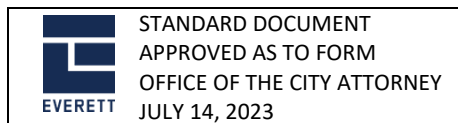


Exhibit A-1

City of Everett

Amendment No. 001

Water Main Replacement "Y" Improvements

WO# 3814

Scope of Services

Otak Project 21001.A

Proposed services are provided as an amendment to professional service agreement, dated April 26, 2023 between Otak, Inc. (Consultant) and City of Everett (Client).

Scope of Services

The scope of services herein is for providing engineering support assist during project Phase 1 construction.

Specific services described in more detail as follows:

Task 700: Engineering Support Services During Ph 1 Construction

The consultant will provide assistance-services during construction of the project. The City shall be responsible for leading the construction management and construction observation. The Consultant will assist with engineering office support to review/respond to RFIs and submittals. When requested, the consultant will be available to attend site/construction meetings, evaluate and prepare construction change orders, perform quantity calculations or other related office activities. Consultant will monitor task activities, budget expenditures, and be accessible to city during construction.

700-001: Construction Office-Engineering Tasks

The Consultant will review construction submittals for document compliance, respond to contractor RFIs, and assist City staff with document interpretation and clarifications. When requested, consultant will calculate interval project-quantity breakdowns to assist city staff estimate and validate quantities for pay requests. Consultant will evaluate potential project modifications, change-order proposals, and prepare supporting drawing-exhibits, quantity estimates, and documentations for city's use in implementing into project.

700-002: Attending Project/Site Meetings, when Requested

When requested, the Consultant will attend project site field meetings. Task budget based on the Consultant preparing for and attending a maximum of twelve (12) two-hour meetings, anticipated to be associated with:

- Attending the pre-construction meeting.
- Attending periodic field meetings to discuss issues or observe construction.
- Potential survey verification/compliance of contractor required site monitoring (Madrona Site), and
- Attend/assist with final project site walk-through(s)

Attending periodic field meetings, when requested, may potentially include representation by sub-consultant, GeoEngineers, Inc., specific to Madrona site. Refer to attached scope for more detail on specific Scope of Services and assumptions.

700-003: Client Coordination and Reporting, during Construction

The Consultant will direct and supervise internal staff team members and their activities for the duration of the construction project. The Consultant will monitor and track scope activities, budget expenditures, and prepare monthly progress reports and invoices with sufficient detail to demonstrate expended effort and budget status.

Task 700 Deliverables:

- Returned submittal reviews and RFI response/clarifications.
- Revised drawings, associated with any construction change proposals or change orders
- Field reports associated with site visits.
- Monthly Progress Reports and Invoices

Task 700 Assumptions:

- City shall be responsible for:
 - Providing the Consultant with three sets (specifications and half-size plans), of “Approved for Construction” documents.
 - Directly communicate with the contractor on all issues.
 - Receiving all contractor submittals and RFIs and sending Consultant those which the city desires consultant’s review/response.
 - Review and processing contractor pay requests.
 - Monitoring, tracking, and documenting of all changes during construction necessary to preparing record drawings, including obtaining red-line markups from the contractor.
 - Preparation of “as-constructed” record drawings.
- The number of RFIs, submittal reviews, and change orders is unknown and actual level of effort for this task will vary. Budget for this task is established from assumed hours for anticipated staff based upon similar assistance provided on previous comparable projects. Task budget to be expanded as necessary as project progresses and consultant will monitor budget status and advise client when the task budget is 85% exhausted to determinate at that time if an amendment should be executed.
- Project construction assistance services budget is based on providing services for consecutive eight (8) month duration (Construction start through project closeout).
- Project progress reports and invoicing will be submitted monthly. Invoice backup information (timesheets, mileage and expense logs, etc.) will not be submitted with invoicing, except for copies of subconsultant invoice documentation. Backup information will be made available for staff auditing purposes, if requested.
- Labor and expense task level-of-effort budgets are estimates and consultant reserves the right to transfer unused task budgets to accomplish other service-task scope activities, if necessary, and only upon approval from the City.

**SCOPE AND FEE ESTIMATE
GEOTECHNICAL ENGINEERING SERVICES
WATERMAIN Y CONSTRUCTION
CITY OF EVERETT**

GeoEngineers File No. 0661-137-01

GeoEngineers is pleased to present our proposed scope and fee estimate to provide geotechnical engineering services during construction of the City of Everett Water Main Y reconstruction project. GeoEngineers provided geotechnical design recommendations for the project as summarized in our report dated December 21, 2023. The proposed watermain replacement project includes five segments, one of which will be replacement and upsize of approximately 2,200 LF of existing 6-inch diameter cast iron pipe with new 8 inch diameter ductile iron along Madrona Avenue. Steep slopes and groundwater seepage are present on this segment, resulting in landslide hazard classification. Additional monitoring requirements are planned for this section including construction survey monitoring of adjacent features, installation of seepage dams, and construction limitations on the length of open trench. Geotechnical consultation and occasional site visits are requested as follows:

1. Review the final plans and specifications and respond to RFIs that pertain to geotechnical issues, if required.
2. Review the data obtained in the optical survey monitoring.
3. Complete 4 to 5 site visits to observe the excavation and shoring methods, seepage/trench dam construction, and overall site conditions during construction. Provide modified geotechnical recommendations as needed, if conditions arise during construction.
4. Provide geotechnical engineering consultation on an as-needed basis.

The fee for the services described above be determined on a time and expense basis in accordance with our current schedule of charges (attached). A breakdown of our estimate is attached.

We appreciate the opportunity to submit our proposed scope of services and look forward to working with you during construction of the Watermain Y project. If you have any questions regarding the scope of services, please don't hesitate to call Deb Overbay at 425.861.6024.

Attachments:

Estimated Fee

2024 Schedule of Charges

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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GEOENGINEERS LABOR HOURS ESTIMATE

Job Number:		661-137-01	Job Name:	City of Everett - Watermain Y			Owner:	City of Everett		
Client:		Otak		Construction Observation Services						
Billing Rates		\$292	\$279	\$234	\$198	\$180	\$136	\$119		
Task	Task Description	Principal/Associate	Senior Engineer/ Hydrogeologist	Project Engineer	Staff 3 Engineer/ Geologist	GIS/CAD	Admin 3	Admin 2		
1	Review Final Plans, Spects, Submittals and RFIs	2		4				1	7	1639
2	Review results of on-going optical survey monitoring	1		3			1		5	1130
3	Complete up to 5 site visits	4		16				1	21	5031
4	Engineering Consultation as Needed	4		4					8	2104
									0	0
									0	0
									0	0
									0	0
Total Labor		11	0	27	0	0	1	2	41	\$9,904

Expenses

APC / Mileage	844
Total Expenses	\$844

Total Fee Estimate	\$10,748
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CITY OF EVERETT - EXHIBIT B											Date:	13-May-24	
PROJECT HOURS, EXPENSES AND FEE ESTIMATE													
Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)							Total Hours	Cost			
											Task 700 700-001	Task 700 700-002	Task 700 700-003
1 Sr. PIC/Sr. PM Civil (Gaston)	\$ 100.35											-	\$ -
2 Civil Engineer X (Cole)	\$ 68.56								4	4	12	20	\$ 1,371
3 Civil Engineer VII (Ho)	\$ 55.79								40	30	4	74	\$ 4,128
4 Civil Engineer X - Structural (Doherty)	\$ 68.58											-	\$ -
5 Engineering Designer IV (O'Connell)	\$ 39.68								16	8		24	\$ 952
6 Engineering Tech IV (Kayanda)	\$ 33.00								4			4	\$ 132
7 Project Coordinator I (Hazelquist)	\$ 43.00										6	6	\$ 258
8 Project Admin Assist (Tengbom)	\$ 33.50								4			4	\$ 134
9 PIC/PLS Sr. Manager (Yamashita)	\$ 83.82											-	\$ -
10 Survey Crew Chief III (Johnson)	\$ 48.45									8		8	\$ 388
11 Survey Office Technician IV (Rusch)	\$ 42.80											-	\$ -
12 Civil Engineer X (Phengsavath)	\$ 68.91								4			4	\$ 276
13												-	\$ -
14												-	\$ -
15												-	\$ -
16												-	\$ -
17												-	\$ -
18												-	\$ -
19												-	\$ -
20												-	\$ -
Total Task Hours			0	0	0	0	0	0	72	50	22	144	
Subtotal Direct Salary Cost (DSC), \$			0	0	0	0	0	0	3,682	2,653	1,304		\$ 7,639
Overhead on DSC (Indirect cost) @, %		175.63%	0	0	0	0	0	0	6,467	4,659	2,290		\$ 13,416
Total Labor Cost, \$			0	0	0	0	0	0	10,149	7,312	3,594		\$ 21,055
Expenses, \$			0	0	0	0	0	0	Task 700 700-001	Task 700 700-002	Task 700 700-003		Expenses
1 Mileage										335			\$ 335
2 Expense													\$ -
3 Expense													\$ -
4 Expense													\$ -
5 Expense													\$ -
6 Expense													\$ -
7 Expense													\$ -
8 Per Labor Hr. Tech. Charge		0	0	0	0	0	0	0	0	0	0		\$ -
Total Expenses, \$			0	0	0	0	0	0	0	335	0		\$ 335
TOTAL LABOR AND EXPENSES			0	0	0	0	0	0	10,149	7,647	3,594		\$ 21,390
Subconsultant Expenses, \$			0	0	0	0	0	0	Task 700 700-001	Task 700 700-002	Task 700 700-003		Sub Expenses
1 GeoEngineers (Construction support - Madrona, if required)										10,748			\$10,748
2 Subconsultant													\$0
3 Subconsultant													\$0
4 Subconsultant													\$0
5 Subconsultant													\$0
6 Subconsultant													\$0
7 Subconsultant													\$0
8 Subconsultant													\$0
TOTAL SUBCONSULTANTS			0	0	0	0	0	0	0	10,748	0		\$10,748
Subconsultant Admin Mark-up, %		5.00%	0	0	0	0	0	0	0	537	0		\$537
Subtotal Cost by Task			0	0	0	0	0	0	10,149	18,932	3,594		\$ 32,675
Fee/Profit (as % of Total DSC & Overhead)		14.30%	0	0	0	0	0	0	1,451	1,046	514		\$ 3,011
Unanticipated Tasks			0	0	0	0	0	0	0	0	0		\$ -
TOTAL ESTIMATED COST AND FEE, \$			0	0	0	0	0	0	Task 700 700-001	Task 700 700-002	Task 700 700-003		Total
			0	0	0	0	0	0	11,600	19,978	4,108		\$ 35,686

* Next year's labor escalation was calculated assuming 0.00%

Enter data in yellow & green shaded

Overall Project Multiplier	3.15
Fee/Profit as a % of DSC Only	39.42%












Otak-Water Main Y (Phase I)-Amend#1-AR-SD


Final Audit Report

2024-05-23

Created:	2024-05-23
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-mKqLMyoYrrqE-VonzmQJ75bV7cnGYhA

"Otak-Water Main Y (Phase I)-Amend#1-AR-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-05-23 - 4:05:46 PM GMT
-  Document emailed to Amie Roshak (ARoshak@everettwa.gov) for approval
2024-05-23 - 4:06:16 PM GMT
-  Email viewed by Amie Roshak (ARoshak@everettwa.gov)
2024-05-23 - 4:06:36 PM GMT
-  Document approved by Amie Roshak (ARoshak@everettwa.gov)
Approval Date: 2024-05-23 - 4:07:07 PM GMT - Time Source: server
-  Document emailed to nico.vanderhorst@otak.com for signature
2024-05-23 - 4:07:08 PM GMT
-  Email viewed by nico.vanderhorst@otak.com
2024-05-23 - 4:30:46 PM GMT
-  Signer nico.vanderhorst@otak.com entered name at signing as Nicolaas M. Vanderhorst
2024-05-23 - 6:58:12 PM GMT
-  Document e-signed by Nicolaas M. Vanderhorst (nico.vanderhorst@otak.com)
Signature Date: 2024-05-23 - 6:58:14 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2024-05-23 - 6:58:15 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2024-05-23 - 7:10:59 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2024-05-23 - 7:11:19 PM GMT - Time Source: server

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2024-05-23 - 7:15:15 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-05-23 - 7:15:22 PM GMT - Time Source: server

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2024-05-23 - 7:15:24 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-05-23 - 7:20:02 PM GMT - Time Source: server

 Agreement completed.

2024-05-23 - 7:20:02 PM GMT