



**AMENDMENT NO. 2
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 Project: WO# UP3418 Water Main Replacement Y Phase 2
	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: <i>Enter new Completion Date, if any</i> 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	\$385,824.00
	Compensation Added (or Subtracted) by this Amendment	\$61,312
	Maximum Compensation Amount After this Amendment	\$447,136

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	Amendment 1, 5/15/24	
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



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

08/21/2024

Date

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 14, 2023

Exhibit A
City of Everett
Amendment No. 002
Water Main Replacement “Y” Improvements
WO# 3814
Scope of Services
Otak Project 21001.A
Date: May 30, 2024

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 document preparation and construction support for Water Main Replacement “Y.” Proposed services are to separate the 90% I-5 bridge segment from the previous Watermain Replacement “Y” package and prepare final documents for a second, Phase 2, construction project.

Specific services described in more detail as follows:

Task 600: Prepare Documents: Water Main Replacement “Y” - Ph. 2

The city desires to break out the water main replacement of the I-5 bridge segment of the project into its own bid package. The I-5 bridge segment in the current 90% complete construction documents will be separated out and prepared into a second set of construction documents for the purpose of having two bid and construction contracts. The I-5 bridge water main replacement “Y” segment will be titled as Phase 2. Below are proposed additional scope of services tasks for preparing and designing the final I-5 bridge water main segment as a separate construction package.

600-001: Modify existing 90% plans and prepare Ph. 2 construction plans

Consultant will revise the existing 90% construction plans to remove plan and detail drawing elements for the I-5 bridge segment of the project, including referencing the project as Phase 1. Consultant will revise plan, profile, and details for the I-5 bridge segment and prepare additional drawings to form the Phase 2 plan set consisting of the following drawings:

- G1: Cover Sheet
- G2: Legend & Standard Abbreviations
- G3: General Project Notes
- SC1: Alignment/Survey Control Plan
- W1&W2: Waterline Plan & Profiles
- R1: Restoration Plan
- D1: PRV and Water Line Connection Detail
- D2-D6: I-5 Bridge Attachment Details
- TC1-TC3: Traffic Control Plans

Consultant will submit the Phase 2 plans for agency review and comment.

600-002: Modify existing 90% project manual and prepare Ph. 2 specification manual.

Consultant will revise the existing 90% project specification manual to remove the I-5 bridge segment specification elements of the project, including referencing the project as Phase 1. Consultant will prepare a project specification manual for the I-5 bridge segment water main replacement, reference as Phase 2, consistent with the specifications, proposal, and contract documents components of the Phase 1 project. Consultant will submit the Phase 2 specification manual for agency review and comment.

600-003: Supplemental for WSDOT Approvals

Request for supplemental budget for obtaining WSDOT approval for the new waterline on the I-5 bridge. The level of effort required to obtain WSDOT approval is greater than anticipated in the original scope of services. As replacement of an existing waterline, franchised on WSDOT's I-5 bridge, it was anticipated that approvals would be based on replacement under the existing franchise. However, WSDOT has indicated that because the new waterline is being upsized to 12", approval requires processing as a new utility accommodation permit. Additionally, for protection and safety of the bridge WSDOT is also requiring the design of the new waterline be installed within a ridged casing.

Consultant will prepare and submit the new utility accommodation application and required supporting document/information, including Utility Facility Description (UFD) form, Limited Access Encroachment (contrary to utility accommodation policy) Variance document, and right-of-way map exhibit indicating details/limits of the new water line facilities within the limited access R/W for revising the franchise.

Consult will develop carrier and casing pipe alternatives for meeting WSDOT acceptance and perform additional coordination and meetings with the city and WSDOT to present and discuss acceptable options relative to casing protection given the complexity of constructing on a bridge of this length.

600-004: Additional for 100% Phase 2 documents preparation

Consultant will design and the construction documents to 100% complete, including incorporating comments from previous design submittal. Consultant will submit a "100% Proof Set" of construction documents for final review and approval. Consultant will meet with the city to clarify any comments and final aspects of the 100% documents, including incorporating any requested final edits.

600-005 Bidding assistance, Phase 2 construction package

The Consultant will assist the city in soliciting, responding to questions, and evaluating bids for construction.

Consultant will assemble and submit final "bid-ready" electronic, digitally signed documents for city's use in contractor bid solicitation via an on-line electronic plan distribution service. The Consultant will assist in responding to contractor questions and document interpretation; attending a pre-bid meeting, prepare any required bid addenda; and review bids to identify irregularities and verify contractor references, if requested. Consultant will prepare "post-bid" Conformed Documents (editing to incorporate bid addenda) for city's use in assembling/issuing "for construction" documents.

Task 600 Deliverables

- 90%-level design – Phase 2
 - Design Plans: 1 Paper half-size, PDF copy.
 - Project Specifications: 1 Bound paper copy, PDF (searchable)
 - Opinions of probable construction costs: PDF
 - WSDOT Documentation, required for New Utility Accommodation Permit
 - Written response to agency final comments; 1 MSWORD copy.
- 100%-level design “Proof-set” submittal – Phase 2:
 - Design Plans: 1 Paper half-size, PDF copy.
 - Project Specifications: 1 Bound paper copy, PDF (searchable).
 - Opinions of probable construction costs: PDF
 - Written response to agency final comments; 1 MSWORD copy.
- Copies of miscellaneous correspondence/meeting summaries, PDF.

Task 600 Assumptions

- Project specification to be based on 2023 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction
- The City shall review and provide Consultant a consolidated set of written review comments from all reviewers.
- During bid solicitation the city shall be responsible for:
 - Coordination/facilitation of documents to the on-line electronic plan distribution service.
 - Distributing addenda, facilitating pre-bid and bid opening, and distributing bid tabulation. ▫ Acting as primary contact for receiving bidding questions.
 - Printing and issuing “for construction” documents.
- Budget level-of-effort for WSDOT documentation based on performing edits and re-submittal of a maximum two (2) iterations for obtaining WSDOT approval.
- Budget level-of-effort for additional design meetings with client and/or approval agencies is based on attendance by two design staff for three (3) 1-hour meetings, anticipated as all virtual meetings.
- Labor and expense task level-of-effort budgets are estimates. Upon advance approval by the City, Consultant reserves the right to request transfer of unused task budget amounts to accomplish other service-task scope activities, if necessary.

Task 800: Engineering Support Services During Ph 2 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.

800-001: 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.

800-002: 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 six (6) two-hour meetings, anticipated to be associated with:

- Attending the pre-construction meeting.
- Attending periodic field meetings to discuss issues or observe construction, and
- Attend/assist with final project site walk-through

800-003: Client Coordination and Reporting

The Consultant will direct and supervise internal staff team members and their activities for the duration of the 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 800 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 800 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.
- Budget for client coordination and reporting during design and construction based on providing services for consecutive nine (9) month duration.

- 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.

CITY OF EVERETT - EXHIBIT B											Date:	30-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 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800		
			600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003		
1	Sr. PIC/Sr. PM Civil (Gaston)	\$ 100.35									-	\$ -
2	Civil Engineer X (Cole)	\$ 68.56	2	4	8	16	4	4	4	16	58	\$ 3,976
3	Civil Engineer VII (Ho)	\$ 55.79	4	2	24	24	8	36	12		110	\$ 6,137
4	Civil Engineer X - Structural (Doherty)	\$ 68.58	2	4	12	8	12	4	12		54	\$ 3,703
5	Engineering Designer IV (O'Connell)	\$ 39.68	8		24	24	4	12	12		84	\$ 3,333
6	Engineering Tech IV (Kayanda)	\$ 33.00	8		4	8	2	4			26	\$ 858
7	Project Coordinator I (Hazelquist)	\$ 43.00								6	6	\$ 258
8	Project Admin Assist (Tengbom)	\$ 33.50		8	4	8					20	\$ 670
9	PIC/PLS Sr. Manager (Yamashita)	\$ 83.82									-	\$ -
10	Survey Crew Chief III (Johnson)	\$ 48.45									-	\$ -
11	Survey Office Technician IV (Rusch)	\$ 42.80									-	\$ -
12	Civil Engineer X (Phengsavath)	\$ 68.91				4		2			6	\$ 413
13											-	\$ -
14											-	\$ -
15											-	\$ -
16											-	\$ -
17											-	\$ -
18											-	\$ -
19											-	\$ -
20											-	\$ -
Total Task Hours			0	24	18	76	92	30	62	40	22	364
Subtotal Direct Salary Cost (DSC), \$			0	1,079	928	3,929	4,745	1,768	3,303	2,243	1,355	\$ 19,350
Overhead on DSC (Indirect cost) @, %		175.63%	0	1,895	1,630	6,901	8,334	3,105	5,801	3,939	2,380	\$ 33,985
Total Labor Cost, \$			0	2,974	2,558	10,830	13,079	4,873	9,104	6,182	3,735	\$ 53,335
Expenses, \$			0	Task 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800	Expenses
				600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003	
1	Mileage						100			250		\$ 350
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	\$ -
Total Expenses, \$			0	0	0	0	100	0	0	250	0	\$ 350
TOTAL LABOR AND EXPENSES			0	2,974	2,558	10,830	13,179	4,873	9,104	6,432	3,735	\$ 53,685
Subconsultant Expenses, \$			0	Task 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800	Sub Expenses
				600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003	
1	Subconsultant											\$0
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	0	0	\$0
Subconsultant Admin Mark-up, %		5.00%	0	0	0	0	0	0	0	0	0	\$0
Subtotal Cost by Task			0	2,974	2,558	10,830	13,179	4,873	9,104	6,432	3,735	\$ 53,685
Fee/Profit (as % of Total DSC & Overhead)		14.30%	0	425	366	1,549	1,870	697	1,302	884	534	\$ 7,627
Unanticipated Tasks			0		0	0	0	0	0	0	0	\$ -
TOTAL ESTIMATED COST AND FEE, \$			0	Task 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800	Total
				600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003	
			0	3,399	2,924	12,379	15,049	5,570	10,406	7,316	4,269	\$ 61,312

* 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 2-Amend#2-AR-SD

Final Audit Report

2024-08-21

Created:	2024-08-20
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4iokqTnd8cNZQzHGtmWhH2uc5l3W87q

"Otak-Water Main Y Phase 2-Amend#2-AR-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-08-20 - 10:03:23 PM GMT
-  Document emailed to Amie Roshak (ARoshak@everettwa.gov) for approval
2024-08-20 - 10:03:52 PM GMT
-  Email viewed by Amie Roshak (ARoshak@everettwa.gov)
2024-08-20 - 10:21:34 PM GMT
-  Document approved by Amie Roshak (ARoshak@everettwa.gov)
Approval Date: 2024-08-20 - 10:22:09 PM GMT - Time Source: server
-  Document emailed to nico.vanderhorst@otak.com for signature
2024-08-20 - 10:22:11 PM GMT
-  Email viewed by nico.vanderhorst@otak.com
2024-08-20 - 11:49:39 PM GMT
-  Signer nico.vanderhorst@otak.com entered name at signing as Nicolaas M. Vanderhorst
2024-08-20 - 11:50:52 PM GMT
-  Document e-signed by Nicolaas M. Vanderhorst (nico.vanderhorst@otak.com)
Signature Date: 2024-08-20 - 11:50:54 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2024-08-20 - 11:50:56 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2024-08-21 - 1:24:43 AM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2024-08-21 - 1:25:06 AM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2024-08-21 - 1:25:08 AM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-08-21 - 1:36:21 PM GMT

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

Signature Date: 2024-08-21 - 1:36:36 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-08-21 - 1:36:38 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2024-08-21 - 3:41:15 PM GMT

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

Signature Date: 2024-08-21 - 3:42:47 PM GMT - Time Source: server

 Agreement completed.

2024-08-21 - 3:42:47 PM GMT