



**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	PACE Engineers Inc.
City Project Manager	Sabina Araya
	saraya@everettwa.gov
Original Agreement Date	4/1/2024

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	\$262,552.25
	Compensation Added (or Subtracted) by this Amendment	\$83,047.00
	Maximum Compensation Amount After this Amendment	\$345,599.25

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Amendments	<p>Enter other changes to the Agreement, if any.</p>
Standard Amendment Provisions	<p>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.</p>
	<p>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.</p>
	<p>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.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

PACE ENGINEERS INC.



Cassie Franklin, Mayor

Signature: *Darrell Smith*

Name of Signer: Darrell Smith, PE

Signer's Email Address: DarrellS@paceengrs.com

Title of Signer: Civil Engineering Director

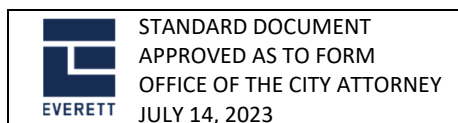
08/22/2024

Date

ATTEST



Office of the City Clerk



July 22, 2024

Sabina Arays
IT Project Manager - Transit
Everett Transit
2930 Wetmore Avenue, Suite 6A
Everett, Washington 98201

**Subject: Everett Transit – Everett Mall Bus Platform
Supplement No. 1 - Restroom Building
PACE Project No. 24462**

Dear Sabina:

The subject contract is herein amended to incorporate the following scope of services:

SCOPE OF SERVICES

Task 1 – Project Management (Supplement)

Due to extra coordination efforts and the addition of the design of a restroom building, project management budget will be increased by \$6,000.00

Task 14 – Restroom Building Bid-Ready Design (TCF)

TCF Architecture will lead the design effort of a 300-square-foot restroom building with two (s) separated restrooms, breakroom, utility closet and integration with the transit platform for full scope of services refer to TCF July 19, 2024, proposed letter attached. TCF fee \$66,998.00, with PACE 15% markup, \$77,047

I. FEE

Client agrees to pay PACE for the above services on the basis of a fixed fee of \$83,047, plus reimbursable expenses as set forth in the prime contract.

All services provided within the scope of **Supplement No. 1 – Restroom Building** will be performed as per the terms and conditions approved under the above-mentioned base contract for the project, unless stated in the scope within this document. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.

Sincerely,



Darrell Smith, PE
Civil Engineering Director
PACE Engineers, Inc.

Attachments

JULY 19, 2024

SCOPE OF SERVICES PROPOSAL

EVERETT TRANSIT - EVERETT MALL BUS PLATFORM – RESTROOM BUILDING

TCF Project No. 2024-013

OVERVIEW

The scope of services described herein are intended to provide Everett Transit with Bid Ready documents and Bidding and Construction services for the Everett Mall Bus Platform – Restroom Building project. Below is a brief summary of the building related program assumptions.

The restroom building will include:

- A single 300sf – 350sf building structure
- Up to two single hole restrooms
- Breakroom
- Utility closet
- One story

SUB CONSULTING TEAM MEMBERS

The following firms are part of the TCF Design Team:

- Structural: AHBL
- MEP: BCE Engineers
- Door Hardware: Adams Consulting
- Cost estimating: RC Cost Group

BID-READY DESIGN

Drawings and Specs

- **Architectural Drawings:** Provide architectural drawings for the building including a General Information sheet, (code review, misc. standards, etc.), floor plan, roof plans, exterior elevations, building sections, wall sections, details, materials and products schedules, and other drawings as needed to describe the design intent and as required to obtain a building permit and for bidding. Documentation will be produced using REVIT and exported to 2 dimensional .pdf files for use in bidding and construction.
- **Structural Drawings:** Provide structural design documentation including foundation/slab plans, framing plans, structural details, special inspections schedules, and general structural notes and criteria for all structural components. Structural calculations will be provided for permitting.
- **MEP Drawings:** Provide drawings for HVAC, plumbing, and electrical systems as needed to sufficiently describe the design intent for the MEP systems and as required to obtain permits for MEP related work. Drawings may include, but are not limited to MEP plans, details, schedules, general notes, and other documentation as needed for permitting, bidding and construction. NREC forms and calculations will be provided for energy compliance as part of the plan review submittal documents.

- **Specifications:** Provide 3-part CSI technical specifications for architectural, structural, and MEP building systems to be included in the overall Project Manual. PACE ENGINEERS will be responsible for all other portions of the Project Manual. Specifications to be provided in WORD and .pdf format.

Building Permitting

- **Building Plan Review Coordination:** TCF will provide a building related permit submittal package of documents to PACE ENGINEERS for PACE ENGINEERS to submit to the AHJ for Plan Review. TCF will be available for telephone and e-mail communication with the AHJ's Plan Reviewers and other staff as needed to answer questions.
- **Submittal Documents:** Anticipated building permit documentation provided under this proposal includes Architectural drawings, structural foundation drawings, HVAC, Plumbing and Electrical drawings, structural calculations, NREC energy code forms, and building permit applications.
- **Plan Review/Permit Fees:** TCF shall not be responsible for any plan review or permit fees.

Meetings / Conference Calls

- **Owner and PACE ENGINEERS:** TCF will meet with Everett Transit and PACE ENGINEERS as needed to review the design. After receiving comments from Everett Transit and PACE ENGINEERS, TCF will adjust as needed to incorporate comments. TCF assumes all meetings will be virtual.

Renderings

- Following design updates, TCF will provide up to (2) 3D color renderings of the exterior of the building.

BIDDING AND CONSTRUCTION SUPPORT

- **Bidding:** Provide support to PACE ENGINEERS and Everett Transit for bidding services related to the restroom building to include substitution review, question and answer and other applicable items.
- **Construction:** Provide support to PACE ENGINEERS and Everett Transit for construction services related to the restroom building to including responses to submittals, RFI, ASI. Review applicable cost changes and other applicable items.

Assumptions

- PACE ENGINEERS is the prime consultant and TCF is a sub to PACE ENGINEERS. TCF will bring on MEP, structural and Hardware sub consultants.
- Site design, landscaping, site lighting, geotechnical studies and other non-building related items will be provided by PACE ENGINEERS

If there is anything unclear or you believe something is missing, please reach out to me.

Sincerely,



Mark Hurley, AIA
Principal/Project Manager

Attachments:

Exhibit B: Summary Fee Schedule
Exhibit C: Consultant Proposals

Everett Transit - Everett Mall Bus Platform – Restroom Building.
Design Services

FEE SCHEDULE

TASK NO.	PROJECT TASKS	TCF Architecture					Other Consulting Team Members (Contracted Through TCF)				TOTALS
		Principal	Sr. Architect / Specs	Architect / Production	Project Coordinator	Admin Support	BCE (MEP)	AHBL (Structural)	RCCG (Cost Estimating)	Adams (Hardware)	
TASK 1 - Bid Ready Design											
	Architectural Drawings/Permitting	4	60	80	6		\$13,720.00	\$5,800.00	\$4,510.00	\$750.00	
	Rendering		2	34							
	Architectural Specs	2	34		6						
	Meetings/Coordination	2	2	2							
	ESTIMATED HOURS OR FEES	8	98	116	12	0					
	HOURLY RATE	\$350.00	\$190.00	\$145.00	\$125.00	\$100.00	See Consultant Proposal Letters				
	ESTIMATED FEES	\$2,800.00	\$18,620.00	\$16,820.00	\$1,500.00	\$0.00					
	SUBTOTAL	\$39,740.00					\$13,720.00	\$5,800.00	\$4,510.00	\$750.00	\$64,520.00
SUBTOTAL PER TEAM MEMBER - ALL TASKS		\$39,740.00					\$13,720.00	\$5,800.00	\$4,510.00	\$750.00	\$64,520.00
REIMBURSABLE EXPENSES BUDGET		\$0.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL PER TEAM MEMBER - INCL. REIMB EXPENSES		\$39,740.00					\$13,720.00	\$5,800.00	\$4,510.00	\$750.00	\$64,520.00
TCFA MARK-UP ON CONSULTANT SERVICES (10%)							\$1,372.00	\$580.00	\$451.00	\$75.00	\$2,478.00
SUBTOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups)		\$39,740.00					\$15,092.00	\$6,380.00	\$4,961.00	\$825.00	\$66,998.00
							TOTAL ESTIMATED TASK 1 FEE				\$66,998.00
TASK 2 - Bidding/Construction											
	Bidding and Construction Services		48		6		\$5,160.00	\$3,500.00		\$750.00	
	ESTIMATED HOURS OR FEES	0	48	0	6	0					
	HOURLY RATE	\$350.00	\$190.00	\$145.00	\$125.00	\$100.00	See Consultant Proposal Letters				
	ESTIMATED FEES	\$0.00	\$9,120.00	\$0.00	\$750.00	\$0.00					
	SUBTOTAL	\$9,870.00					\$5,160.00	\$3,500.00	\$0.00	\$750.00	\$19,280.00
SUBTOTAL PER TEAM MEMBER - ALL TASKS		\$9,870.00					\$5,160.00	\$3,500.00	\$0.00	\$750.00	\$19,280.00
REIMBURSABLE EXPENSES BUDGET		\$200.00					\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
SUBTOTAL PER TEAM MEMBER - INCL. REIMB EXPENSES		\$10,070.00					\$5,160.00	\$3,500.00	\$0.00	\$750.00	\$19,480.00
TCFA MARK-UP ON CONSULTANT SERVICES (10%)							\$516.00	\$350.00	\$0.00	\$75.00	\$941.00
SUBTOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups)		\$10,070.00					\$5,676.00	\$3,850.00	\$0.00	\$825.00	\$20,421.00
							TOTAL ESTIMATED TASK 2 FEE				\$20,421.00

TCF ARCHITECTURE PLLC
CONSULTANT FEE DETERMINATION
SUMMARY SHEET
(Specific Rates of Pay)
KITSAP TRANSIT FEE SCHEDULE
2024

TITLE	2024 Proposed
Principal-in-Charge	350
Interior Design Principal	225-235
Senior Design Director	200-210
Senior Architects	180-190
Senior Designers	180-190
Architect/Designer III	135-150
Architect/Designer II	111-134
Architect/Designer I	100-111
Project Admin Support	100-125



July 19, 2024

TCF Architecture
124 B I Street
Tacoma, Washington 98403

Attn: Mark Hurley

RE: Everett Mall Station Restroom Building - MEP Fee

Dear Mark,

Thank you for including us for MEP design services for the above project. The scope of work as we understand it is as follows:

Basic Services

- C406 Coordination meeting
- MEP drawings and specs with 30%, 100% and permit submittals
- Bidding
- RFI question answers
- Submittal review
- Punch list

We propose **an hourly not-to-exceed fee of \$18,880** to cover this service.

If the scope of work changes from that described above we reserve the right to charge additional fee. You will be notified before any out of scope work begins for concurrence of additional fee.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

Chuck Heaton, PE
Principal

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Everett Mall Station Restroom Building

Estimate of Hours and Costs

BCE Engineers | a Division of TranSystems

Task Description	Principal \$290	Associate Principal \$240	Senior Associate \$220	Associate \$190	Senior Engineer \$170	Engineer/ Senior Designer \$150	Engineering Assistant \$120	Drafter/Cad Technician \$100	Spec Typist \$100	Task Hours	Task Cost
Design	4	12	0	0	7	39	0	36	0	98	\$14,680
C406 Discussion	2	4								6	\$1,540
MEP drawings and specs	2	8			4	36		36		86	\$12,180
Bidding					3	3				6	\$960
										0	\$0
										0	\$0
CA	0	0	0	0	0	28	0	0	0	28	\$4,200
RFI,s						6				6	\$900
Submittal Review						6				6	\$900
Punch list						16				16	\$2,400
										0	\$0
										0	\$0
Total Labor										126	\$18,880

Exclusions

- Acoustical analysis
- Cathodic protection design or analysis
- Shop drawing level design
- Smoke control system design or controls
- Street Lighting (can be included as additional service)
- Coordination Study (can be included as additional service)
- DAS system design, our design covers rough-in only

Building sqft
Cost/sqft

AUTHORIZATION FOR SERVICES



TO: Mark Hurley | AIA
Principal
TCF Architecture PLLC

EMAIL: mark@tcfarchitecture.com

DATE: July 19, 2024

PROJECT NO.: 2240652.20

PROJECT NAME: Everett Transit - Mall Station Restroom

SUBJECT: Structural Scope and Fee

SERVICES PROVIDED:

☐ Civil Engineering ☒ Structural Engineering ☐ Land Use Planning ☐ Landscape Architecture ☐ Land Surveying

DESCRIPTION OF WORK:

The following services have been requested:

- Structural engineering associated with a proposed restroom structure at the Everett Transit Mall Station Restroom. The anticipated structural scope is based upon preliminary information provided to AHBL by TCF. We anticipate that our scope will include the following:
 - Structural design and detailing of new restroom structure. The new restroom is anticipated to be roughly 300 sf in size.
 - The restroom construction is assumed to consist primarily of conventional wood framed construction supported on shallow foundations.
- Our structural engineering fee includes time associated with responding to plan review comments during the permitting process as well as responding to contractor questions during bidding.
- We have included an allowance for construction phase services. This scope will include review of shop drawings, test reports, and contractor-requested changes as they relate to the design. Additionally, this scope will include site visits / structural observation as needed during construction. We have assumed (1) site visit during construction.
- We can bill our engineering effort on a time and expense basis as needed against the allowances indicated.

BILLING SUMMARY:

Task 21	Restroom Engineering (T&E Allowance)	\$5,000
Task 22	Permitting Assistance (T&E Allowance)	\$800
Task 23	Restroom Construction Administration (T&E Allowance)	\$3,500

AGREEMENT:

1. Client authorizes the above-specified services and agrees to pay for these services in the amount stated above within 30 days of receiving each invoice. If payment is not received by AHBL within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one-and-one-half percent of the PAST DUE amount per month. The Client shall make an initial payment of **zero** and **no** hundredths dollars (**\$0.00**) upon execution of this Agreement. This payment shall be applied against the final invoice.
2. Client agrees to limit the liability of AHBL to Client arising from professional acts, errors, or omissions of AHBL and for liability arising out of or relating to this Agreement, such that the total aggregate liability of AHBL, including attorneys' fees awarded pursuant to this Agreement, shall not exceed Fifty Thousand U.S. Dollars (\$50,000) or the total compensation paid by Client to AHBL for the services rendered under this Agreement, whichever is greater.
3. If the services include surveying of utilities, the Client understands and agrees that the existence and location of any underground utilities are derived from a combination of utility locator service markings and as-built and/or utility design drawings provided by others. AHBL does not represent or guarantee that all underground utilities that may exist within the site have been shown or have been shown accurately.



4. If the services include preparation of construction documents and/or performance of periodic observations of construction, the Client agrees that AHBL shall have no responsibility for construction means, methods, techniques, sequences or procedures or for construction jobsite safety, and the Client agrees that AHBL shall not be liable for the failure of any contractor to construct in accordance with the construction documents.
5. AHBL's services are intended solely for the benefit of the Client and are not intended to create any rights or benefits for any other person or entity. Use by any other person or entity or on any other project shall be at the user's sole risk and without liability on the part of AHBL or the professional whose stamp and signature appear on the documents.
6. Unless stated otherwise, AHBL's receipt of a signed copy of this Authorization for Services shall constitute its notice to proceed with performance. If AHBL has not received a signed copy of this Authorization for Services within fifteen (15) days of the date stated at the top of the form, the proposal to perform the services shall be deemed withdrawn.

Client Purchase Order No: _____

Client Name: _____

Signature: _____

Date: _____

Printed Name/Title: _____

AHBL Project Mgr. Signature: _____

Date: 7/19/2024

AHBL Proj. Mgr. Printed Name: Andrew McEachern, P.E., S.E.

☒ **TACOMA**

2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

☐ **SEATTLE**

1200 6th Avenue, Suite 1620
Seattle, WA 98101-3117
206.267.2425 TEL

☐ **SPOKANE**

827 West First Avenue, Suite 220
Spokane, WA 99201-3904
509.252.5019 TEL

☐ **TRI-CITIES**

5804 Road 90, Suite H
Pasco, WA 99301-8551
509.380.5883 TEL

c: Accounting

ADM/

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Proposal

CLIENT TCF Architecture, PLLC

DATE July 18th, 2024

CLIENT CONTACT Mark Hurley

PROJECT Everett Mall Station Custom Restroom

Dear Mark,

Please see below our proposal for providing cost consulting services for the Everett Mall Custom Restroom Project.

Provide cost consulting services at the following design stages:

- Conceptual Design Estimating

2.1 Cost Estimate

The cost estimate will be based on the measurement of quantities from drawings and provided information and priced in accordance with these drawings, specifications and descriptions of the work.

2.2 Format

The estimates will be presented in elemental format or that determined by the project team.

2.3 Exclusions

Any design work or estimating beyond the above stated services and scope and beyond the site.

2.4 Meetings / Follow Up / Estimate Review

We have assumed for this fee time for meetings, conference calls and follow-up at each design stage.

2.5 Project Staffing Assignment

- Andy Cluness (30+ Years' Experience) – Lead Estimator / Senior Estimator
- Melia Blankenship (16 + Years' Experience) – Senior Estimator
- John Perry (30+ Years' Experience) – Senior Estimator/ QA/QC Manager

3. Basic Services Fees

Our Not To Exceed Hourly fee for cost estimating services are **\$7,380** for the following services:

- **30% Design Estimate = \$2,870 (14 Hours x \$205/Hr.)**
 - Report Preparation, Internal Meetings: ½ Hour
 - Structural, Architectural, Site Estimating: 7 Hours
 - Mechanical / Electrical Estimating: 5 Hours
 - Owner / Design Team Meetings, Conference Calls, Follow Up: 1 Hour
 - Internal Estimating QA/QC: ½ Hour

- **100% Design Estimate = \$4,510 (22 Hours x \$205/Hr.)**
 - Report Preparation, Internal Meetings: ½ Hour
 - Structural, Architectural, Site Estimating: 12 Hours
 - Mechanical / Electrical Estimating: 8 Hours
 - Owner / Design Team Meetings, Conference Calls, Follow Up: 1 Hour
 - Internal Estimating QA/QC: ½ Hour

4. Expenses

Direct reimbursable expenditures if appropriate will be charged in accordance with the prime agreement or Our Hourly rates for miscellaneous additional services will be billed as reimbursable at \$205/Hr. Flights and Accommodations will be billed at Cost + 10%. *We are not anticipating expenses for this project.*

5. Payment

We will invoice on completion of each phase for payment net thirty (30) days. This proposal remains open for acceptance for a period of three months after which time the writer should be consulted for verification of scope and fees.

6. Project Schedule

Based on our understanding of the current schedule that if successful in our proposal we would receive the documents on the following dates for the formal submittals of our service:

Documents to RC Cost Group

Per Schedule

Complete Cost Plan

Per Schedule

We look forward to the opportunity of working with you on this important project and if you have any questions regarding this proposal or the fee structure, please give us a call. Thank you.

Yours Truly,

Andy Cluness, Managing Partner

RC Cost Group, INC.

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by RC Cost Group, Inc. for this project.

SIGNATURE OF AUTHORIZED OFFICER

TITLE OF AUTHORIZED OFFICER

DATE












PSA Amendment 1 PACE Engineers Inc_SD


Final Audit Report

2024-08-22

Created:	2024-08-22
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx1T4comBF4OWghhINiiuTqXrMglVQFg

"PSA Amendment 1 PACE Engineers Inc_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Sabina Araya (SAraya@everettwa.gov) for approval
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-  Signer darrells@paceengrs.com entered name at signing as Darrell Smith
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-  Document e-signed by Darrell Smith (darrells@paceengrs.com)
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Signature Date: 2024-08-22 - 11:34:18 PM GMT - Time Source: server

 Agreement completed.

2024-08-22 - 11:34:18 PM GMT