



**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	Carollo Engineers, Inc.
City Project Manager	Amie Roshak, PE
	aroshak@everettwa.gov
Original Agreement Date	5/4/2023

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	\$155,021.00
	Compensation Added (or Subtracted) by this Amendment	\$73,485.00
	Maximum Compensation Amount After this Amendment	\$228,506.00

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**



Cassie Franklin, Mayor

09/17/2024

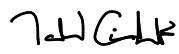
Date

ATTEST



Office of the City Clerk

CAROLLO ENGINEERS, INC.

Signature:  _____

Name of Signer: Tadd Giesbrecht

Signer's Email Address: tgiesbrecht@carollo.com

Title of Signer: Vice President

Signature:  _____

Name of Signer: Erik Waligorski

Signer's Email Address: ewaligorski@carollo.com

Title of Signer: Vice President



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

EXHIBIT A

SCOPE OF SERVICES

20th STREET SEWER REHABILITATION PROJECT

ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

CITY OF EVERETT

The purpose of this project is to rehabilitate approximately 2,540 lineal feet of existing 36-inch and 30-inch diameter sewer running along 20th Street in the City of Everett (City) from approximately 90 feet west of Rucker Avenue easterly to the intersection of 20th Street and N Broadway Avenue and an additional 750 feet of sewer from Mill St to Winter St and behind 1525 E Marine View Dr. The existing sewer in 20th Street is the sole service provider for the Department of the Navy (Navy) who discharges effluent via a force main into a discharge structure west of Rucker Avenue. The City has completed several investigations of the existing sewer main and has identified significant

The City has retained Carollo Engineers, Inc. (Consultant) to provide the preliminary and final design, and bidding services for the construction of rehabilitation upgrades to the 20th Street Sewer, its existing manhole structures, and various additional manhole structures and pipelines identified in Task 200. Consultant will verify feasibility to rehabilitate the existing trunk main, recommend any modifications to the proposed plan, and complete a final design of the recommended rehabilitation.

This Scope of Services provides project management and engineering services during construction (ESDC) for the rehabilitation of the 20th Street Sewer and the other sewer mains and manholes in this project.

GENERAL PROJECT ASSUMPTIONS

1. Consultant shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.
2. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Scope of Work.
3. City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

SCOPE OF WORK

TASK 100 – PROJECT MANAGEMENT

The purpose of this task is to manage and coordinate engineering and related services required for project completion in accordance with the schedule, budget, and quality expectations that are established. Task 100 includes the following subtasks:

Subtask 110 – Project Monitoring and Reporting

- Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets and submit reports to the City's Project Manager with

EXHIBIT A

monthly invoices. Document expenditures on a task basis and show hours by project personnel and other direct expenses related to work. Reports and invoicing will be formatted in a manner that is acceptable to the City.

Subtask 120 – Quality Management

- Manage and execute quality control procedures for all deliverables.
- Manage Record of Comments to track City review comments and Consultant's responses for all project deliverables.

Assumptions:

1. Total project duration for construction is assumed to be 6 months.

Meetings:

1. None.

Deliverables:

1. Monthly invoices and progress reports.

Task 600 - ENGINEERING SERVICE DURING CONSTRUCTION (ESDC)

The purpose of this task is to prepare for, conduct, and document decisions and action items arising from meetings and site visits during construction and associated with the project. Task 600 has the following subtasks:

Subtask 610 – Preconstruction and Periodic Construction Meetings

- Prepare for and attend the pre-construction conference.
- Prepare conformed contract documents. Consultant will prepare conformed contract documents at the start of construction and deliver a set of documents reflecting all contract changes made during the bidding period.

Subtask 620 – Submittal Reviews/Revisions

- Review and respond to construction submittals. This task assumes that the City will coordinate and manage the shop drawing and submittal review process and will distribute specific submittals for the Consultant to review on an as needed basis. Consultant will complete reviews of submittals and resubmittals and provide the City with a response on the City's submittal form. Up to five submittals are assumed to be reviewed by the Consultant with no re-submittal reviews.

Subtask 630 – RFI Review/Responses

- Review and respond to Contractor Requests for Information (RFI). This task assumes that the City will coordinate and manage the RFI process between the City and the Contractor. Consultant will complete reviews of the RFI and provide a City with a response. Up to four RFIs are assumed.

Subtask 640 – Change Order/Responses

- Review Change Order Requests (CO). Consultant will review change order requests in conjunction with the City's representative to determine changes in scope and conditions. Consultant will prepare

EXHIBIT A

independent cost estimates to be used by the City in negotiating with the Contractor. This task assumes that the City will prepare and process approved change orders and incorporate them into the contract. Up to two CO are assumed.

Subtask 65o – Site Visits during Construction

- Consultant will provide as needed construction observations at the direction of the City. Up to three field reviews will be provided by the Consultant.

Subtask 66o – Record Drawings

- Construction Record Drawings (CRDs). Consultant will review the Contractor supplied as-built redline drawings and will prepare draft construction Record Drawings. The draft construction Record Drawings will be reviewed by the internal QA/QC team and then submitted to the City for review. One revision of the draft construction record drawings will be completed based on City comment and a final copy of the CRDs will be submitted to the City.

Assumptions

1. The Contractor will complete the construction within the contract time, which is assumed to be 120 working days following notice to proceed. Any effort required by the Consultant beyond the contract time assumed in this Scope of Services will require a modification for the additional level of effort, if the original budget has been exhausted.
2. This task assumes that the City will lead the construction management including construction administration, documentation, and providing daily onsite construction observers.
3. This task assumes that the City will review, comment on, and approve the Contractor's monthly payment applications based on the approved schedule of values.
4. This task assumes that the City will provide all required submittal review and observation for site civil related construction activities, including site grading, trenching, pipeline installation and backfill, and site restoration and paving.
5. Consultant will provide review and comment on up to fifteen (15) Contractor submittals. This task assumes that no more than one (1) resubmittal will be required for the submittals reviewed by the Consultant. Budget is based on two (2) hours per submittal inclusive of time for processing through the City's submittal tracking process and preparing responses.
6. Consultant will respond to up to ten (10) RFIs. Budget is based on four (4) hours per RFI inclusive of time for research, processing through the tracking database, and providing a response to the Contractor.
7. Consultant will review, comment, and assist in executing up to three (3) CO's, including preparing corresponding CO documentation. Budget is based on eight (8) hours per Change Order inclusive of research, review of change proposal, and preparation of CO documentation. This task assumes that no significant claims involving dispute resolutions beyond on-site meetings will be required. This task does not include time for extended claims resolution involving mediation, judicial, or other negotiations beyond that between the Contractor, the City, and the Consultant.
8. Consultant will provide four (4) site visits during construction to review the work in progress or to attend on-site meetings.
9. No community involvement activities will be required during construction.
10. Conformed construction documents will consist of reissued addenda drawings and specifications and redlined mark ups of the electronic (PDF) drawings and specifications of changes made by Addendum during the bidding process.
11. This scope of work assumes that the City will be responsible for the warranty period inspection, including coordinating the completion of and observing any necessary corrective actions.

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12. This scope of services does not include monitoring of Minor Change / Force Account work authorized by the City that requires additional observation or special testing beyond that which is stated above.
13. Contractor will be responsible for maintaining accurate as-built information throughout construction and will provide information to the City and Consultant in a timely manner in accordance with the Contract Documents.
14. Consultant will submit Record Drawings to the City within 60 calendar days following receipt of the Contractor's as-built markups. Consultant assumes that Contractor will provide up-to-date accurate as-builts, and will return as-builts to Contractor if found to be deficient.
15. Budget is based on the need to make Record Drawing revisions in AutoCAD to a total of 8 drawings, which generally excludes general and typical detail sheets, and temporary construction sheets such as temporary bypass drawings.
16. Consultant shall submit draft and final Record Drawings to the City in PDF format. The final Record Drawings will also be provided in AutoCAD format.

Meetings

1. Pre-construction conference.
2. Construction observations as described above.

City Deliverables

1. Distribution of required submittal, RFI, and CO reviews.

Deliverables

1. Reviewed shop drawings/submittals.
2. Responses to Contractor RFIs.
3. Comment on execution of Change Orders (as needed).
4. Conformed Contract Documents.
5. Draft and Final Construction Record Drawings.

PROJECT SCHEDULE

The preliminary project milestones are listed below; a detailed schedule will be developed after notice to proceed and before the kickoff meeting. The project budget is based on and assumes that the efforts associated with this Scope of Services will be completed within 9 months from notice to proceed.

Preliminary Project Milestones:

Anticipated Construction NTP	August 2024
Substantial Completion	November 2024

City of Everett - 20th Street Sewer Rehabilitation Project - ESDC Services										Date:	19-Jun-24
PROJECT HOURS AND BUDGET ESTIMATE										EXHIBIT B	
Labor Category		Billing Salary Rates	Task 100	Task 600 - Engineering Services During Construction						Total Hours	Cost
				Subtask 610	Subtask 620	Subtask 630	Subtask 640	Subtask 650	Subtask 660		
			Project Management	Preconstruction & Periodic Construction Meetings	Submittal Reviews / Revisions	RFI Reviews / Responses	Change Order Reviews / Responses	Site Visits During Construction	Record Drawings		
1	Project Manager / Quality Control	\$ 95.00	10	8	12	10	4	16	4	64	\$ 6,080
2	Quality Control	\$ 99.00			4	4			4	12	\$ 1,188
3	Project Engineer	\$ 65.00	6	20	48	16	16	16	12	134	\$ 8,710
4	Staff Engineer	\$ 45.00						4		4	\$ 180
5	Bypass Designer	\$ 65.00								-	\$ -
6	Hyudraulic Modeling	\$ 60.00								-	\$ -
7	CAD/GIS Technician	\$ 55.00		24					40	64	\$ 3,520
8	Clerical	\$ 35.00	2		30	10	4			46	\$ 1,610
Total Task Hours			18	52	94	40	24	36	60	324	
Subtotal Direct Salary Cost (DSC), \$			1,410	3,380	5,706	2,736	1,560	2,740	3,756		\$ 21,288
Overhead on DSC (Indirect cost) @ 180.00%			2,538	6,084	10,271	4,925	2,808	4,932	6,761		\$ 38,319
Total Labor Cost, \$			3,948	9,464	15,977	7,661	4,368	7,672	10,517		\$ 59,607
Expenses, \$											Expenses
	Travel expenses							400			\$ 400
	Per Labor Hr. Tech. Charge	\$ 14.00	252	728	1,316	560	336	504	840		\$ 4,536
Total Expenses			252	728	1,316	560	336	904	840		\$ 4,936
TOTAL LABOR AND EXP			4,200	10,192	17,293	8,221	4,704	8,576	11,357		\$ 64,543
Subconsultant Expenses, \$											Sub Expenses
											\$0
											\$0
											\$0
											\$0
Total Subconsultant Expenses								0	0		\$0
TOTAL SUBCONSULTANTS			0	0	0	0	0	0	0		\$0
Subconsultant Admin Mark-up			0	0	0	0	0	0	0		\$0
Subtotal Cost by Task			4,200	10,192	17,293	8,221	4,704	8,576	11,357		\$ 64,543
FEE (% of Total DSC & Overhead)			592	1,420	2,397	1,149	655	1,151	1,578		\$ 8,942
Federally Funded FEE (% of DSC Only)			0	0	0	0	0	0	0		\$ -
Next Year's Labor Escalation*			0	0	0	0	0	0	0		\$ -
TOTAL ESTIMATED COST \$ 2.8			4,792	11,612	19,690	9,370	5,359	9,727	12,935		\$ 73,485

* Next year's labor escalation was calculated assuming 0.0% of the work would be completed next year.

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Overall Project Multiplier	3.22
Profit as a % of Direct Salary Cost (DSC)	42.0%












Carollo-20th St Sewer Rehab-Amend1-AR-SD

Final Audit Report

2024-09-17

Created:	2024-09-12
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1soNGtflDic_wrL_nHeOvAIN9S04Ruk-

"Carollo-20th St Sewer Rehab-Amend1-AR-SD" History

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-  Document emailed to aroshak@everettwa.gov for approval
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-  Email viewed by aroshak@everettwa.gov
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-  Signer aroshak@everettwa.gov entered name at signing as Amie Campbell
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-  Document approved by Amie Campbell (aroshak@everettwa.gov)
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Agreement completed.

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