



**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 | David Evans and Associates |
| City Manager Project | Dan Enrico |
| | Denrico@everettwa.gov |
| Original Agreement Date | 9/6/2022 (approved by City Council 8/31/2022; assigned to Service Provider by Amendment No. 1 dated 4/22/2025) |

| AMENDMENTS | | | | | | | | |
|-------------------------|--|---|---|-----------|--|-----------|--|-----------|
| New Date | Completion | <div>If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026</div> <div>If no new date is entered, this Amendment does not change the Completion Date.</div> | | | | | | |
| | | | | | | | | |
| New Compensation Amount | Maximum | <div>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.</div> <table><tr><td>Maximum Compensation Amount Prior to this Amendment</td><td>\$190,000</td></tr><tr><td>Compensation Added (or Subtracted) by this Amendment</td><td>\$120,000</td></tr><tr><td>Maximum Compensation Amount After this Amendment</td><td>\$310,000</td></tr></table> | Maximum Compensation Amount Prior to this Amendment | \$190,000 | Compensation Added (or Subtracted) by this Amendment | \$120,000 | Maximum Compensation Amount After this Amendment | \$310,000 |
| | Maximum Compensation Amount Prior to this Amendment | \$190,000 | | | | | | |
| | Compensation Added (or Subtracted) by this Amendment | \$120,000 | | | | | | |
| | Maximum Compensation Amount After this Amendment | \$310,000 | | | | | | |
| | | | | | | | | |
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| | |
|--------------------------------------|---|
| 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 | N/A |
| 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**



Cassie Franklin, Mayor

05/28/2025

Date

ATTEST



Office of the City Clerk

DAVID EVANS ASSOCIATES



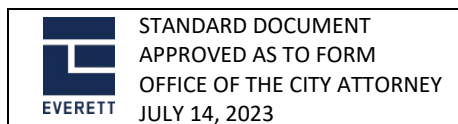
Signature: _____

Name of Signer: Kash Nikzad, PhD, PE

Signer's Email Address: Kash.Nikzad@deainc.com

Title of Signer: Project Manager

05/27/2025



AMENDED EXHIBIT A - CITY OF EVERETT ENGINEERING SUPPORT ON-CALL SERVICES



INTRODUCTION

The City of Everett (City) has requested an engineering services proposal from TranTech Engineering LLC, (DBA David Evans and Associates Engineering,- DEA) to provide bridge load rating, miscellaneous engineering support and funding to support on-call services.

All work shall be in accordance with City, WSDOT, and FHWA guidelines and with the requirements of the National Bridge Inspection Standards (NBIS), where applicable.

Throughout this proposed work, there will be close coordination between DEA and the City. DEA will manage the proposed activities to ensure timeliness of required submittals within FHWA and WSDOT timeline requirements. DEA will also provide bridge program liaison support with those agencies.

Details of the necessary amended tasks associated with the proposed work are described in further detail in the following sections.

Task 2 – Scour Evaluations

DEA shall provide scour evaluations per WSDOT Bridge Scour Evaluation Form for uploading into WSDOT Bridge Works for up to 6 City Bridges.

Assumptions

The activities in this task is limited to structures that their scour stability can be determined via the WSDOT Bridge Scour Evaluation Form.

Budget

The amended budget for this task is estimated at \$20,000 as provided in Exhibit B – Compensation per Hourly Rate to a Maximum Amount (see original contract).

Task 6 – Miscellaneous Engineering Support

DEA shall provide miscellaneous engineering support under the direction of the City's Project Manager. Anticipated work might include tasks associated with bridge maintenance such as emergency repairs and site visits. Other tasks might include inspection, design, economic analysis, studies and reports, general engineering and structural engineering support for City's various transportation infrastructure as needed and identified by the City.

Budget

The amended budget for this task is estimated at \$160,043 as provided in Exhibit B – Compensation per Hourly Rate to a Maximum Amount (see original contract).

Summary

| Task No. | Original Amount | Amended Amount | Increase |
|-----------------|------------------------|-----------------------|-----------------|
| Task 2 | \$5,000 | \$20,000 | \$15,000 |
| Task 6 | \$55,043 | \$160,043 | \$105,000 |

Total Increase \$120,000

Actuals Not To Exceed Table (ANTE)

| David Evans and Associates, Inc. | | | | | |
|--|---------------------------|----------------------------|-------------------------|---|--|
| JOB CLASSIFICATIONS | 2024 Labor Rate NTE | Overhead NTE 176.24% | Fixed Fee NTE 30% | 2024 All Inclusive Hourly Billing Rate NTE | |
| Administrative Assist IV (ADM4) | \$45.00 | \$79.31 | \$13.50 | \$137.81 | |
| Business Development Leader I (BUD1) | \$70.23 | \$123.77 | \$21.07 | \$215.07 | |
| Business Development Leader II (BUD2) | \$113.63 | \$200.27 | \$34.09 | \$348.00 | |
| Business Development Leader III (BUD3) | \$108.18 | \$190.66 | \$32.45 | \$331.29 | |
| Business Development Leader IV (BUD4) | \$148.00 | \$260.84 | \$44.40 | \$453.24 | |
| BU/COE Sr. Manager I (BUS1) | \$84.58 | \$149.07 | \$25.37 | \$259.02 | |
| BU/COE Sr. Manager II (BUS2) | \$116.35 | \$205.06 | \$34.91 | \$356.31 | |
| BU/COE Sr. Manager III (BUS3) | \$157.00 | \$276.70 | \$47.10 | \$480.80 | |
| CAD Technician I (CAD1) | \$29.71 | \$52.35 | \$8.91 | \$90.97 | |
| CAD Technician II (CAD2) | \$37.00 | \$65.21 | \$11.10 | \$113.31 | |
| CAD Technician III (CAD3) | \$38.37 | \$67.62 | \$11.51 | \$117.50 | |
| CAD Technician IV (CAD4) | \$55.39 | \$97.63 | \$16.62 | \$169.64 | |
| CAD Technician V (CAD5) | \$56.42 | \$99.43 | \$16.93 | \$172.77 | |
| COE Delivery Leader I (CDL1) | \$51.73 | \$91.17 | \$15.52 | \$158.41 | |
| COE Delivery Leader II (CDL2) | \$58.70 | \$103.45 | \$17.61 | \$179.76 | |
| COE Delivery Leader III (CDL3) | \$88.08 | \$155.24 | \$26.42 | \$269.74 | |
| Construction Inspector I (CIN1) | \$36.52 | \$64.36 | \$10.96 | \$111.83 | |
| Construction Inspector II (CIN2) | \$42.71 | \$75.28 | \$12.81 | \$130.81 | |
| Construction Inspector III (CIN3) | \$50.75 | \$89.44 | \$15.22 | \$155.41 | |
| Construction Inspector IV (CIN4) | \$61.89 | \$109.07 | \$18.57 | \$189.52 | |
| Construction Services Manager I (CSM1) | \$42.20 | \$74.37 | \$12.66 | \$129.23 | |
| Construction Services Manager II (CSM2) | \$51.68 | \$91.09 | \$15.51 | \$158.28 | |
| Construction Services Manager III (CSM3) | \$77.24 | \$136.13 | \$23.17 | \$236.54 | |
| Construction Services Manager IV (CSM4) | \$82.31 | \$145.07 | \$24.69 | \$252.08 | |
| Deputy Construction Manager (DCON) | \$44.23 | \$77.96 | \$13.27 | \$135.46 | |
| Designer I (DES1) | \$35.29 | \$62.19 | \$10.59 | \$108.06 | |
| Designer II (DES2) | \$46.00 | \$81.07 | \$13.80 | \$140.87 | |
| Designer III (DES3) | \$59.00 | \$103.98 | \$17.70 | \$180.68 | |
| Designer IV (DES4) | \$69.02 | \$121.64 | \$20.71 | \$211.37 | |
| Designer V (DES5) | \$70.56 | \$124.36 | \$21.17 | \$216.10 | |
| Electrical Engineer II (ELE2) | \$50.60 | \$89.18 | \$15.18 | \$154.96 | |
| Electrical Engineer III (ELE3) | \$49.60 | \$87.42 | \$14.88 | \$151.90 | |
| Engineering Designer I (END1) | \$42.98 | \$75.75 | \$12.89 | \$131.62 | |
| Engineering Designer II (END2) | \$53.46 | \$94.21 | \$16.04 | \$163.71 | |
| Engineering Designer III (END3) | \$59.19 | \$104.32 | \$17.76 | \$181.27 | |
| Engineer III (ENG3) | \$61.84 | \$108.99 | \$18.55 | \$189.39 | |
| Engineer IV (ENG4) | \$69.50 | \$122.49 | \$20.85 | \$212.85 | |
| Engineer V (ENG5) | \$79.00 | \$139.23 | \$23.70 | \$241.93 | |

Actuals Not To Exceed Table (ANTE)

| David Evans and Associates, Inc. | | | | | |
|-------------------------------------|---------------------------|----------------------------|-------------------------|---|--|
| JOB CLASSIFICATIONS | 2024 Labor Rate NTE | Overhead NTE 176.24% | Fixed Fee NTE 30% | 2024 All Inclusive Hourly Billing Rate NTE | |
| Engineer VI (ENG6) | \$92.00 | \$162.14 | \$27.60 | \$281.74 | |
| Engineer VII (ENG7) | \$114.00 | \$200.91 | \$34.20 | \$349.11 | |
| Flight Operations Manager (FLOM) | \$77.36 | \$136.34 | \$23.21 | \$236.91 | |
| Field Survey Technician I (FST1) | \$27.00 | \$47.58 | \$8.10 | \$82.68 | |
| Field Survey Technician II (FST2) | \$29.17 | \$51.40 | \$8.75 | \$89.32 | |
| Field Survey Technician III (FST3) | \$33.02 | \$58.19 | \$9.91 | \$101.12 | |
| Field Survey Technician IV (FST4) | \$34.59 | \$60.96 | \$10.38 | \$105.93 | |
| GIS Analyst II (GIA2) | \$45.00 | \$79.31 | \$13.50 | \$137.81 | |
| GIS Analyst III (GIA3) | \$49.51 | \$87.26 | \$14.85 | \$151.63 | |
| GIS Analyst IV (GIA4) | \$53.00 | \$93.41 | \$15.90 | \$162.31 | |
| GIS Manager (GISM) | \$59.00 | \$103.98 | \$17.70 | \$180.68 | |
| Graphic Designer II (GRD2) | \$46.00 | \$81.07 | \$13.80 | \$140.87 | |
| Graphic Designer III (GRD3) | \$49.19 | \$86.69 | \$14.76 | \$150.63 | |
| Hydrographer I (HYD1) | \$30.94 | \$54.53 | \$9.28 | \$94.74 | |
| Hydrographer II (HYD2) | \$33.41 | \$58.89 | \$10.02 | \$102.33 | |
| Hydrographer III (HYD3) | \$39.61 | \$69.81 | \$11.88 | \$121.30 | |
| Hydrographer IV (HYD4) | \$58.92 | \$103.83 | \$17.67 | \$180.42 | |
| Hydrographer V (HYD5) | \$70.00 | \$123.37 | \$21.00 | \$214.37 | |
| Intern I (INT1) | \$26.21 | \$46.18 | \$7.86 | \$80.25 | |
| Intern II (INT2) | \$22.90 | \$40.36 | \$6.87 | \$70.14 | |
| Landscape Designer I (LAD1) | \$29.40 | \$51.81 | \$8.82 | \$90.03 | |
| Landscape Designer IV (LAD4) | \$47.66 | \$83.99 | \$14.30 | \$145.94 | |
| Landscape Architect II (LAR2) | \$41.43 | \$73.01 | \$12.43 | \$126.87 | |
| Landscape Architect III (LAR3) | \$49.09 | \$86.51 | \$14.73 | \$150.32 | |
| Landscape Architect IV (LAR4) | \$60.50 | \$106.63 | \$18.15 | \$185.28 | |
| Landscape Architect V (LAR5) | \$62.49 | \$110.12 | \$18.75 | \$191.36 | |
| Office Survey Technician I (OST1) | \$33.50 | \$59.04 | \$10.05 | \$102.59 | |
| Office Survey Technician II (OST2) | \$33.02 | \$58.19 | \$9.91 | \$101.12 | |
| Office Survey Technician III (OST3) | \$39.62 | \$69.83 | \$11.89 | \$121.34 | |
| Office Survey Technician IV (OST4) | \$45.00 | \$79.31 | \$13.50 | \$137.81 | |
| Office Survey Technician V (OST5) | \$47.50 | \$83.71 | \$14.25 | \$145.46 | |
| Project Accountant II (PAC2) | \$36.10 | \$63.62 | \$10.83 | \$110.55 | |
| Project Accountant III (PAC3) | \$41.50 | \$73.15 | \$12.45 | \$127.10 | |
| Project Accountant IV (PAC4) | \$47.00 | \$82.83 | \$14.10 | \$143.93 | |
| Project Accountant V (PAC5) | \$50.78 | \$89.49 | \$15.23 | \$155.51 | |
| Party Chief I (PCH1) | \$36.50 | \$64.33 | \$10.95 | \$111.78 | |
| Party Chief II (PCH2) | \$42.08 | \$74.16 | \$12.62 | \$128.85 | |
| Party Chief III (PCH3) | \$48.27 | \$85.08 | \$14.48 | \$147.83 | |

Actuals Not To Exceed Table (ANTE)

| David Evans and Associates, Inc. | | | | | |
|--|---------------------|----------------------|-------------------|--|--|
| JOB CLASSIFICATIONS | 2024 Labor Rate NTE | Overhead NTE 176.24% | Fixed Fee NTE 30% | 2024 All Inclusive Hourly Billing Rate NTE | |
| Party Chief IV (PCH4) | \$55.50 | \$97.81 | \$16.65 | \$169.96 | |
| Project Controls Specialist III (PCS3) | \$51.40 | \$90.59 | \$15.42 | \$157.41 | |
| Project Controls Specialist IV (PCS4) | \$60.27 | \$106.22 | \$18.08 | \$184.58 | |
| Project Controls Specialist V (PCS5) | \$67.70 | \$119.31 | \$20.31 | \$207.32 | |
| Project Coordinator I (PJC1) | \$31.66 | \$55.80 | \$9.50 | \$96.96 | |
| Project Coordinator II (PJC2) | \$35.11 | \$61.89 | \$10.53 | \$107.54 | |
| Project Coordinator III (PJC3) | \$38.70 | \$68.20 | \$11.61 | \$118.51 | |
| Project Coordinator IV (PJC4) | \$43.95 | \$77.45 | \$13.18 | \$134.58 | |
| Project Coordinator V (PJC5) | \$49.09 | \$86.51 | \$14.73 | \$150.32 | |
| Project Coordinator VI (PJC6) | \$58.00 | \$102.22 | \$17.40 | \$177.62 | |
| Project Manager I (PJM1) | \$55.36 | \$97.57 | \$16.61 | \$169.53 | |
| Project Manager II (PJM2) | \$68.07 | \$119.97 | \$20.42 | \$208.47 | |
| Project Manager III (PJM3) | \$82.46 | \$145.32 | \$24.74 | \$252.52 | |
| Project Manager IV (PJM4) | \$100.99 | \$177.99 | \$30.30 | \$309.28 | |
| Project Manager V (PJM5) | \$119.00 | \$209.73 | \$35.70 | \$364.43 | |
| Project Manager VI (PJM6) | \$132.00 | \$232.64 | \$39.60 | \$404.24 | |
| Planner I (PLN1) | \$37.13 | \$65.45 | \$11.14 | \$113.72 | |
| Planner II (PLN2) | \$46.42 | \$81.82 | \$13.93 | \$142.17 | |
| Planner III (PLN3) | \$58.21 | \$102.59 | \$17.46 | \$178.27 | |
| Planner IV (PLN4) | \$69.07 | \$121.74 | \$20.72 | \$211.53 | |
| Project Surveyor I (PSV1) | \$53.93 | \$95.05 | \$16.18 | \$165.15 | |
| Project Surveyor II (PSV2) | \$53.50 | \$94.29 | \$16.05 | \$163.84 | |
| Project Surveyor III (PSV3) | \$62.00 | \$109.27 | \$18.60 | \$189.87 | |
| Project Surveyor IV (PSV4) | \$72.00 | \$126.89 | \$21.60 | \$220.49 | |
| QA/QC Specialist II (QAC2) | \$41.17 | \$72.56 | \$12.35 | \$126.09 | |
| QA/QC Specialist III (QAC3) | \$52.00 | \$91.64 | \$15.60 | \$159.24 | |
| QA/QC Specialist IV (QAC4) | \$92.00 | \$162.14 | \$27.60 | \$281.74 | |
| Remote Pilot I (RPL1) | \$29.10 | \$51.29 | \$8.73 | \$89.12 | |
| Remote Pilot II (RPL2) | \$42.08 | \$74.16 | \$12.62 | \$128.85 | |
| Remote Pilot III (RPL3) | \$65.00 | \$114.56 | \$19.50 | \$199.06 | |
| Survey Analyst I (SAN1) | \$38.78 | \$68.35 | \$11.64 | \$118.77 | |
| Survey Analyst II (SAN2) | \$57.50 | \$101.34 | \$17.25 | \$176.09 | |
| Survey Analyst III (SAN3) | \$50.00 | \$88.12 | \$15.00 | \$153.12 | |
| Scientist I (SCI1) | \$36.87 | \$64.98 | \$11.06 | \$112.91 | |
| Scientist II (SCI2) | \$41.00 | \$72.26 | \$12.30 | \$125.56 | |
| Scientist III (SCI3) | \$43.32 | \$76.34 | \$13.00 | \$132.66 | |
| Scientist IV (SCI4) | \$73.00 | \$128.66 | \$21.90 | \$223.56 | |
| Support Svcs Specialist II (SSS2) | \$22.17 | \$39.07 | \$6.65 | \$67.88 | |

Actuals Not To Exceed Table (ANTE)

| David Evans and Associates, Inc. | | | | | |
|------------------------------------|---------------------------|----------------------------|-------------------------|---|--|
| JOB CLASSIFICATIONS | 2024 Labor Rate NTE | Overhead NTE 176.24% | Fixed Fee NTE 30% | 2024 All Inclusive Hourly Billing Rate NTE | |
| Support Svcs Specialist III (SSS3) | \$30.96 | \$54.57 | \$9.29 | \$94.82 | |
| Support Svcs Specialist IV (SSS4) | \$32.17 | \$56.70 | \$9.65 | \$98.52 | |
| Support Svcs Specialist V (SSS5) | \$39.70 | \$69.97 | \$11.91 | \$121.57 | |
| Support Svcs Specialist VII (SSS7) | \$56.00 | \$98.69 | \$16.80 | \$171.49 | |
| Survey Manager I (SVM1) | \$63.75 | \$112.35 | \$19.12 | \$195.22 | |
| Survey Manager II (SVM2) | \$77.00 | \$135.70 | \$23.10 | \$235.80 | |
| Survey Manager III (SVM3) | \$81.00 | \$142.75 | \$24.30 | \$248.05 | |



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 30, 2024

David Evans and Associates, Inc.
703 Douglas Fir Dr.
Magnolia, TX 77354

Subject: Acceptance FYE 2023 ICR – Cognizant Review

Dear Marie Fuzzell:


We have accepted your firms FYE 2023 Indirect Cost Rate (ICR) of 176.24% of direct labor (rate includes 0.86% Facilities Capital Cost of Money) based on the “Cognizant Review” from Oregon Department of Transportation (ODOT) who accepted the audit performed by Moss Adams, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey

[Schatzie Harvey \(Apr 30, 2024 12:20 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms











DEA -Structural On-Call Support-Amendment No. 2-DE-SD

Final Audit Report

2025-05-28

| | |
|-----------------|--|
| Created: | 2025-05-21 |
| By: | Ashleigh Scott (AScott@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwLkFAljwE-glBz-uFD60zq1W4RdQwHFb |

"DEA -Structural On-Call Support-Amendment No. 2-DE-SD" History

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-  Signer kash.nikzad@deainc.com entered name at signing as Kash Nikzad
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-  Document e-signed by Kash Nikzad (kash.nikzad@deainc.com)
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2025-05-28 - 2:36:26 PM GMT



Document e-signed by Ashleigh Scott (AScott@everettwa.gov)

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Agreement completed.

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