

AMENDMENT NO. 1 PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement ("Amendment") is effective as of the date of last signature below, and is between the City of Everett, a Washington municipal corporation (the "City"), and the Service Provider identified below ("Service Provider"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been 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	HDR Engineering, Inc.	
City Project	Erik Emerson	
Manager	eemerson@everettwa.gov	
Original Agreement Date	5/6/2024	

AMENDMENTS			
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027		
	If no new date is entered, this Amendment does not change the Completion Date.		
	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.		
New Maximum Compensation Amount	Maximum Compensation Amount Prior to this Amendment	\$877,460	
	Compensation Added (or Subtracted) by this Amendment	\$399,610	
	Maximum Compensation Amount After this Amendment	\$1,277,070	

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 Provisions	Enter other changes to the Agreement, if any.	
	Regardless of the date(s) on which this Amendment is parties, and regardless of any Agreement completion have been in the Agreement prior to this Amendment agree that the Agreement is deemed continuously in a Original Agreement Date.	date(s) that may , the parties
Standard Amendment Provisions	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

HDR ENGINEERING, INC.

Cassie Franklin, Mayor

Name of Signer: Olivia Williams

08/25/2025

Date

Signer's Email Address: Olivia.williams@hdrinc.com

ATTEST

Title of Signer: Vice President

Office of the City Clerk

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

City of Everett Lexington-Broadway Stormwater Improvements

Phase 1 Lenora Regional Stormwater Facility Design Amendment 1

Scope of Services

July 1, 2025



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EXHIBIT A SCOPE OF SERVICES

Background

The Lexington-Broadway Regional Stormwater Facilities Project is divided into the following three phases:

- Phase 1: Lenora Regional Stormwater Facility
- Phase 2: 52nd Street Combined Sewer Separation
- Phase 3: Lexington Broadway Flooding Reduction

The purpose of this task order amendment is to provide additional services to:

- Extend project management through the completion date for this contract of December 31, 2026
- Finalize Phase 1 design in response to grant negotiations with the Washington State Department of Ecology (Ecology)
- Pause permit negotiations and final deliverables for Phase 2 permitting
- Provide design support services during bid and construction phases

Scope of Services

Task 100 Project Management

Objective

The objective of Task 100 is to monitor, control, and adjust scope, schedule, and budget and to provide monthly status reporting, accounting, and invoicing for the extended contract duration.

Consultant Services

HDR Engineering, Inc. (the Consultant) will provide the following services under Task 100:

- 1. Contract amendment initiation and record keeping
- 2. Prepare the following upon receipt of a Notice to Proceed (NTP):
 - A. Updated Project Management Plan (PMP)
 - B. Updated Gantt project schedule
 - C. Updated Health and Safety Plan (HASP) with Job Hazard Assessment (JHA)
 - D. Continuation of project management activities enumerated in the original contract for the extended contract duration as noted below

City Responsibilities

As noted in the original contract

Assumptions

The following was assumed for Task 100:

1. Project management time extends from June 2025 to December 2026.

Deliverables

The following deliverables will be produced under Task 100:

1. Updated schedule

Task 200 Survey and Utility Location

Objective

Under Task 200, the City of Everett (City) intends to conduct additional potholing to locate the sewer force main in the project vicinity.

Consultant Services

David Evans and Associates (DEA) continues to provide surveying services for this project.

Following completion of the City's additional potholing, upon notification that the work is complete, DEA will survey the marked locations of potholing information. Consultant will incorporate that information into the survey computer-aided design and drafting (CADD) files for use in final design.

City Responsibilities

The City is responsible for the following activities under Task 200:

- 1. Coordinate and conduct potholing.
- 2. Notify the Consultant when potholing activities will occur so that the survey crew may visit the site the following day to collect new survey data
- 3. Place marks in the field during potholing to allow for the survey team to capture location information
- 4. Provide the data summarizing the City's measure-downs from the ground surface to the underground utilities identified.

Assumptions

The following was assumed for Task 200:

- 1. The survey fieldwork will be one two-person crew for 8 hours.
- 2. No access to private property will be required. No locations in trafficked lanes requiring flagging or other safety considerations will be required.

Deliverables

The following deliverables will be produced under Task 200:

3. Updated survey and CADD deliverable to reflect additional potholing information provided by the City and pothole locations marked in the field. This update will be in the electronic deliverable from the surveyor to HDR and incorporated into the final design drawings.

Task 300 Geotechnical Engineering Services

Objective

The objective of Task 300 is to provide additional services to support final design.

Consultant Services

HWA GeoSciences, Inc. (HWA) is being retained as a subconsultant to provide the following services under Task 300:

- As the design team evaluates the preferred cost-effective approach to retaining walls on both the west and east sides of the site supporting 1st Avenue and the new maintenance access road, provide geotechnical engineering analysis for retaining wall options under consideration.
- 2. Provide maintenance access road design support:
 - A. Develop a plan and coordinate a field exploration program for dynamic cone penetration (DCP) testing and hand auger borings
 - B. Conduct public and private utility locates and conduct DCP testing and hand auger borings
 - C. Revise the stability analysis for the maintenance access road
 - D. Provide recommendations for road design with consideration of driving a fully loaded eductor truck along the road for performing maintenance of the stormwater facilities
- 3. Utilizing the trench and excavation dewatering recommendations already completed, develop a dewatering memorandum for internal use by the City for the purpose of estimating dewatering rates and costs and updating the specifications
- 4. Conduct up to two days of field observations during potholing to inform the geotechnical report
- 5. Incorporate the information above in the final geotechnical report

City Responsibilities

The City is responsible for the following activities under Task 300:

1. Notify Consultant of planned additional potholing

Assumptions

The following was assumed for Task 300:

1. Up to 2 days (16 hours plus travel expenses) of field observations during potholing

2. All explorations for this scope amendment can be completed within an 8-hour day during daylight hours and will be within City Right of Way or property for which right of entry has already been secured.

Deliverables

The following deliverables will be produced under Task 300:

- 1. Draft and Final Dewatering memorandum
- 2. Final geotechnical report

Task 500 Project Reports

Objective

Ecology's review process required multiple iterations of the design report in the form of amendments. Those amendments were separate documents to facilitate expediting Ecology review. The objective of Task 500 is to assemble the amendments into a final report for use by the City.

Subtask 510 Design Report Update

Consultant Services

The Consultant will provide the following services under Subtask 510:

- 1. Summarize the changes that were incorporated into the final design through the value engineering process that was completed in a memorandum to Ecology. Support the City in responding to comments that may arise from that summary.
- 2. Assemble a final design report that incorporates the final design and each of the amendments that were developed to meet Ecology grant requirements.

City Responsibilities

The City is responsible for the following activities under Task 500:

1. Provide written consolidated, conflict-resolved comments for the draft final design report.

Assumptions

The following was assumed for Task 500:

1. The report will not undergo Ecology review

Deliverables

The following deliverables will be produced under Task 500:

1. Draft and final design report

Task 700 Final Design Services

Objective

The objective of Task 700 is to incorporate additional information collected through other tasks in this scope amendment into the final design.

Consultant Services

The Consultant will provide the following services under Task 700:

- 1. Incorporate information about the sewer force main that will be collected through the City's additional potholing and incorporated by the survey in Task 200
- Apply the analysis from the additional geotechnical engineering services described in Task 300 to the final design; update the specifications and opinion of probable construction cost (OPCC) to reflect updated dewatering recommendations
- 3. Reevaluate the scope of Phase 1 in response to Ecology comments to move some project elements into Phase 2.
- 4. Revise final design in response to additional Ecology comments.

City Responsibilities

As noted in the original contract

Assumptions

As noted in the original contract

Deliverables

As noted in the original contract

Task 800 Bid Phase Support

Objective

The objective of Task 800 is to provide engineering design support services during project bidding and award. The City will lead the construction contract advertising/bidding/award activities. When requested, the Consultant will provide support services during bidding including answering bidder questions, preparing addenda, attending a pre-bid walk with prospective contractors, and evaluating substitution requests. The Consultant will not communicate directly with bidders during the bid period.

Consultant Services

The Consultant will provide the following services under Task 800:

- 1. Prepare for, attend, and provide support for the project pre-bid meeting to assist the City with providing an overview of the project scope and assist with questions from potential bidders.
- 2. Provide support during the bid phase including the following:
 - A. Review information and respond to questions from potential bidders, upon request from the City.
 - B. Prepare up to three project addenda.

City Responsibilities

The City is responsible for the following activities under Task 800:

- Initiate request for support services through the Consultant's project manager.
- 2. Facilitate bid and award activities including directing bidder questions to the Consultant team as deemed necessary for support and releasing responses to bidder questions and addenda.
- 3. Evaluate bids for responsiveness and responsibility.
- 4. Facilitate construction pre-bid meeting and site walk, preparing agendas and notes.
- 5. Advertise the bid and prepare, print, and distribute the final bid document package and addenda to interested bidders.

Assumptions

The following was assumed for Task 800:

- 1. The pre-bid meeting (virtual):
 - A. Will be 2 hours in duration and will be attended by up to five Consultant team members. A total of 25 hours of Consultant time is assumed for meeting attendance, preparation, and notes.
 - B. Will be scheduled and facilitated by the City project manager.
- 2. Bid phase support budget is based on providing the following equivalent Consultant staff:
 - A. Project manager at a total of 45 hours
 - B. Civil/structural/electrical/structural/traffic engineer at a combined total of 109 hours.
 - C. Geotechnical engineer at a total of 20 hours.
 - D. CADD designer at a total of 30 hours.
 - E. Administrative and support staff at a total of 10 hours.
- 3. Should more time be required, or additional services be requested for support, the parties agree to review the budget and adjust the fee as mutually agreed via amendment.

Deliverables

The following deliverables will be produced under Task 800:

- 1. Participation in pre-bid site walkthrough and pre-bid meeting.
- 2. Responses to bidder questions, to be sent to the City project manager via email.
- 3. Special provisions and revisions of drawings to support the City's bid addendum preparation; drawings and special provisions will be delivered via email.
- 4. Conformed set. Drawings, specifications, bid addenda and applicable bidding information will be packaged into a single PDF deliverable.

Task 900 Engineering Support during Construction

Objective

The objective of Task 900 is to provide engineering support during construction specifically as it pertains to drawings, specifications, and contract documents that were prepared by the Consultant for the project.

Consultant Services

The Consultant will provide the following services under Task 900:

- 1. Engineering support during construction:
 - A. Attend an in-person pre-construction conference: Consultant senior design engineer and up to three additional Consultant or subconsultant staff to attend the preconstruction conference to provide support and respond to design-related questions, if needed. The pre-construction conference will be scheduled and facilitated by the City construction services project manager.
 - B. Submittal review: Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the Contractor is required to submit. These shall be reviewed for conformance to the design intent of the project and for compliance with the information given in the contract documents.
 - C. **Request for information (RFI):** Provide responses to questions by the Contractor on the drawings, specifications, or other contract documents.
 - D. Field inspection of plant material upon delivery and layout.
 - E. **Geotechnical Inspection.** Geotechnical engineer up to three four-hour site visits to respond to geotechnical related issues.
 - F. **Construction closeout:** The Consultant senior design engineer and up to one additional Consultant staff member will assist the City with substantial completion walkthrough and in development of the substantial completion punch list.

- 2. The following additional services are anticipated and will be provided upon request, subject to available budget as may be adjusted through Task 1100:
 - A. Schedule of values review: assist the City project manager with the review of the Contractor's schedule of values (cost breakdown) by comparison to the engineer's OPCC to establish a reasonably balanced distribution of costs to the various elements of the total construction to serve as a basis for progress payments and determination of cost impact of changes
 - B. **Attend virtual weekly project construction contractor meetings**, upon request from the City construction services project manager
 - C. Additional site visits in support of RFI or other related needs
 - D. **Construction closeout:** the Consultant senior design engineer and up to one additional Consultant staff member will assist the City with final completion walkthrough

City Responsibilities

The City is responsible for the following activities under Task 900:

1. Initiate request for support services through the Consultant project manager

Assumptions

The following was assumed for Task 900:

- 1. Construction duration will be 9 months and will occur in 2025 and 2026.
- 2. The City will prepare agendas and summary notes for meetings.
- 3. The pre-construction meeting (in person) will be up to 2 hours in duration with up to 4 hours of travel time. The meeting will be attended by the Consultant senior engineer and up to two support staff.
- 4. The construction coordination meeting (virtual) attendance will be up to 1 hour in duration and 1 hour for preparation for up to 30 meetings (60 hours) and will be attended by the Consultant senior engineer. The Consultant project manager will attend up to four coordination meetings. Up to six of the coordination meetings are in person which will require an additional 12 hours of travel time.
- 5. Site visits, submittal reviews, and RFI response budgets are based on providing the following equivalent Consultant staff:
 - A. Project manager at the rate of 2 hours per month
 - B. Senior civil engineer at the rate of 12 hours per month
 - C. Structural engineer at the rate of 4 hours per month
 - D. Electrical engineer at the rate of 3 hours per month
 - E. Landscape/irrigation staff at the rate of 4 hours per month
 - F. Administrative and support staff at the rate of 5 hours per month

- G. Schedule of values review will be a total of 4 hours
- H. Geotechnical engineering review of submittals for 30 hours.
- 6. Should additional time be required, or additional services be requested for support, the parties agree to review the budget and adjust the fee as mutually agreed via amendment.
- 7. The City project manager, construction manager, or their authorized agent will initiate work assignments by written request. Verbal requests will be confirmed in writing by the Consultant and captured in a change log.
- 8. Travel expenses from a local HDR office will be included for pre-construction, substantial completion walkthrough, in person coordination meetings, and requests for support activities that require in-person attendance.

9. Submittal review:

- A. The Consultant will not review or comment on submittals related to temporary items and construction aids such as shoring, formwork, and dewatering. Receipt of these submittals is to confirm compliance with the contract requirements for submittal only and the Consultant will not review for content, compliance, or calculations. The Consultant is not responsible for the content of the submittal.
- B. Reviews of requests for substitution will be addressed as Unanticipated Services.
- C. Actual review time may vary depending upon the complexity of the shop drawing or submittal.
- D. If a submittal is determined to be incomplete, it will be rejected.

10. RFIs:

- A. The Consultant's review of RFIs regarding the design will be advisory and complementary to the design intent.
- B. Actual review and response time may vary depending upon the clarity and complexity of the RFI.

11. Site visits:

- A. The Consultant's observation of the work performed under the construction contract shall not relieve the Contractor from responsibility for performing work in accordance with applicable contract documents.
- B. The Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the work and shall not manage, supervise, control, or have charge of construction.
- C. The Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- D. Observations will be performed in accordance with industry-recognized standard practices.

11. Field review of plant material upon delivery and layout is assumed to include two field reviews that are up to 3 hours in duration with up to 4 hours of travel time. It is assumed that the field reviews will be completed by the Consultant senior landscape architect in cooperation with City staff.

12. Punchlist walkthrough:

- A. The Consultant has not included staff or costs for more than one observation.
- B. The budget assumes that the site review and punch list preparation will be for 6 hours with up to 4 hours of travel time per person. The site review will be attended by the Consultant senior civil, structural, and electrical engineers.
- C. The Consultant is providing observations in an advisory role to the City and not for compliance.
- D. The Project Manager and Senior Engineer will attend a final site review upon completion.

Deliverables

The following deliverables will be produced under Task 900:

- 1. Annotated schedule of values.
- 2. Responses to RFI and shop drawing response submittals (emailed Portable Document Format [PDF] file).
- 3. Punch list items for the Consultant-prepared discipline sheets (emailed PDF file) in support of the City's punchlist.
- 4. Site visit inspection report (emailed PDF file).

Task 1000 Permitting

Objective

The objective of this amendment to Task 1000 is to remove the balance of Phase 2 permitting, deferring completion of those deliverables to a future Phase 2 contract.

During the course of this project, some of the Phase 1 work required more labor than anticipated, specifically to produce the additional deliverables noted below. Some of the Phase 2 work required more labor than allowed within the assumed budget constraints. Since the City is moving forward with the Phase 2 project soon, the City is electing to include the remaining Phase 2 work within a future separate contract. The Phase 2 deliverables deferred to a future project are noted below. No additional budget is requested for this task.

Consultant Services

The Consultant will provide the following additional services under Task 1000:

1. Develop an abbreviated Critical Areas Report for use in Phase 1 Permitting

2. Finalize submittal of Draft and final Phase 1 City permit application materials as noted in the original scope, but pause Phase 2 permitting in March 2025 with the intent of completing those deliverables in a future contract associated with Phase 2 Design

City Responsibilities

As noted in the original contract.

Assumptions

As noted in the original contract

Deliverables

The following deliverables will be produced under Task 1000:

- 1. Critical Areas Report for use in Phase 1 permitting
- 2. Phase 1 State Environmental Policy Act (SEPA) checklist

Draft and final Phase 1 City permit application materials

The following final deliverables that were included in the original scope will be paused and documentation will be maintained to support a future effort to finalize the deliverables under a separate contract:

- 1. Phase 2 SEPA checklist
- 2. Joint Aquatic Resources Permit Application (JARPA)
- 3. Ecology Section 401 pre-filing request and 401 Water Quality Certification request forms
- 4. Draft and final City permit application materials for Phase 2 construction (in electronic PDF formats, and Word format as applicable)

Task 1100 Unanticipated Services (Optional)

Objective

The objective of Task 1100 is to provide supplemental design and support services at the City project manager's written request. The specific scope of services estimated labor and associated expenses are to be negotiated in advance and agreed upon by both the City and Consultant in writing prior to NTP.

Consultant Services

The Consultant will provide the following services under Task 1100:

1. To be determined when the supplemental services tasks are defined and mutually agreed upon in writing.

City Responsibilities

The City is responsible for the following activities under Task 1100:

1. To be determined when the supplemental services tasks are defined and mutually agreed upon in writing.

Assumptions

The following was assumed for Task 1100:

- 1. A budget of up to \$50,000 for this work
- 2. Other assumptions to be determined when the supplemental services tasks are defined and mutually agreed upon in writing.

Deliverables

The following deliverables will be produced under Task 1100:

1. To be determined when the supplemental services tasks are defined and mutually agreed upon in writing.

Schedule

The anticipated schedule is provided in the table below.

Anticipated Schedule

Milestone	Date
Potholing	July 2025
Final Design	July – August 2025
Bid phase support	August–November 2025
Design support during construction	November 2025–November 2026

Fee

The estimated total contract amount to provide professional services identified in the scope of services is offered on a time-and-materials basis, not to exceed \$399,610, as shown in the table below.

Task Number	Description	Estimated Fee	
100	Project Management (bid and construction phases)	\$64,170	
200	Survey and Utility Location	\$5,690	
300	Geotechnical Engineering Services	\$45,850	
500	Project Reports	\$19,400	
700	Final Design Services	\$26,510	
800	Bid Phase Support	\$57,470	
900	Engineering Support during Construction	\$131,470	
1000	Permitting	\$0	
1100	Unanticipated Services (optional)	\$50,000	
	Total not to exceed	\$399,610	

^{*}Subconsultants and expenses will be billed at a 5% markup.

HDR ENGINEERING, INC. STAFF

City of Everett: Lexington-Broadway SW Improvements Phase 1, Amendment 1

	Billing Rates			
	STAFF	PROJECT ROLE	HOURLY RATES*	
1	Martin, Erik Paul	Managing Principal	406.18	
2	Bergstrom, Eric C	PIC	386.14	
3	Hitch, Stephen James	PM	317.18	
4	Bromberg, Kevin Matthew	Project Accountant	125.25	
5	Kern, Benjamin Taylor	Design Engineer	181.44	
6	Norberg, Edward R	Sr. Civil	264.8	
7	Kinzer, Cindy Jean	Sr. Civil	269.5	
8	Dexheimer, Jessica Jeanne (Jess)	Civil EIT	134.37	
9	Schmidt, Adam Michael	CAD / Drafter	183.81	
10	Golbuff, Graham	Landscape Architect	137.82	
11	Smith, Caitlin May	Landscape & Irrigation EIT	111.55	
12	Napiorkowski, Tomasz William (Tom)	Traffic Designer	182.21	
13	Draheim, Daniel P (Dan)	Technical Editor	160.42	
14	Rincon, Isabel C	Electrical QC	340.29	
15	Gonzalez-Flores, Luis Manuel	Electrical Engineer	186.05	
16	Nishimura, Shawn S	Electrical CAD	205.95	
17	Johnson, Michelle Kathy	Project Coordinator	134.43	
18	Rhodes, James G (Jim)	QC Lead	276.74	
19	Adair, Tina M	Technical Editor	182.72	
20	Megrditchian, John William	Stormwater QC	229.54	

^{*}Rates are in effect through December 31, 2025 and may be revised for appropriate cause.

HDR_Lenora Regional Stormwater Facility_Amend 1_EE_SD

Final Audit Report 2025-08-25

Created: 2025-08-18

By: Marista Jorve (mjorve@everettwa.gov)

Status: Signed

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