

#### AMENDMENT NO. 2 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:

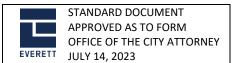
Service Provider	Consor North America, Inc.
City Project Manager	Amie Campbell, 2024 Comprehensive Sewer Plan, WO# 3753
	acampbell@everettwa.gov
Original Agreement Date	4/12/2021

	AMENDMENTS	
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026	
	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	\$1,495,314.00
	Compensation Added (or Subtracted) by this Amendment	\$38,339.00
	Maximum Compensation Amount After this Amendment	\$1,533,653.00

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 Provisions	NA
	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.
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

CITY OF EVERETT WASHINGTON	CONSOR NORTH AMERICA, INC.
Cassie Franklin, Mayor	Adam Schuyler Signature:
, .,	Name of Signer: Adam Schuyler Signer's Email Address:
10/07/2025	Adam.Schuyler@consoreng.com
Date	Title of Signer: Principal Engineer
ATTEST	
Marilyn	
Office of the City Clerk	



#### **EXHIBIT A - DRAFT**

### AMENDMENT NO. 2 – SCOPE OF SERVICES 2024 COMPREHENSIVE SEWER PLAN

#### CITY OF EVERETT, WA

#### **Background**

The following Amendment No. 2 Scope of Services has been developed for the 2024 Comprehensive Sewer Plan between the City of Everett, Washington (City) and Consor (Consultant). Amendment No. 2 includes additional work requested by the City that includes:

- > Additional project management
- > Coordination with the Department of Ecology (Ecology) and City's wastewater treatment consultant related to nutrient removal
- > Up to 40 hours of modeling support
- > Additional financial work performed by FCS, a Bowman Company (FCS)

The Scope of Services amends the April 12, 2021 Professional Serves Agreement between Consor North America, Inc. (formerly Murraysmith, Inc.) and the City.

#### **Scope of Services**

#### Task 1 - Project Management

#### Objective

Provide overall leadership and team strategic guidance aligned with Client objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### **Activities**

#### 1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including sub-consultant participation.

- 1.2 Project Kickoff Meeting NOT USED
- 1.3 Coordination with City Staff

Coordinate with City staff by regular status reports, monthly status meetings, weekly telephone communication, and e-mail during the project. City PM to be copied on all email communications with City staff.

#### 1.4 Coordination with Subconsultants

Coordinate with and manage subconsultants on specific tasks, scope, and budget to facilitate execution of the Scope of Services.

- 1.5 Development of Project Management Plan NOT USED
- 1.6 Decision Log NOT USED
- 1.7 Quality Assurance/Quality Control (QA/QC)

Quality Assurance/Quality Control (QA/QC): Perform QA/QC at all key milestones and on all project deliverables.

#### Task Deliverables

- Monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to budget shortfalls or optional services.
  - o Issues requiring project team action.

#### **Assumptions**

- Project duration is anticipated to be 4 months with an end date of December 31, 2026.
- Assume 4 monthly invoices/status reports.

- Task 2 Coordination with the Department of Ecology NOT USED
- Task 3 Data Collection and Review NOT USED
- Task 4 Flow Monitoring NOT USED
- Task 5 Basis of Planning and Regulatory Requirements NOT USED
- Task 6 Existing Collection and Conveyance Sewer System Summary –

#### **NOT USED**

- Task 7 Sewer System Evaluation NOT USED
- Task 8 Water Pollution Control Facility (WPCF) NOT USED
- Task 9 Operations and Maintenance NOT USED
- Task 10 Water Reclamation and Reuse NOT USED
- Task 11 Capital Improvement Plan NOT USED

#### Task 12 – Financial Strategy

#### Objective

Perform a financial analysis to fit the Capital Improvement Plan (CIP) - included Water Pollution Control Facility (WPCF), the Port Garnder Storage Facility (PGSF), and collection system — within the constraints of the funding generated from the current rate ordinance.

#### **Activities**

12.1 Revenue Requirement Financial Plan

Integrate financial policies, capital financing impacts, and the operating forecast to develop a "financial needs" forecast over the study period.

Compare forecasted financial needs against forecasted revenue under the City's adopted multiyear rate ordinance to determine what level of balancing might be needed to keep the utility sufficiently funded throughout the study period. For example, some capital projects, capital programs, or operating programs may need to be delayed or reduced in scope to keep the utility funded on a standalone basis.

- 12.2 Meetings & Presentation Materials Not Used
- 12.3 Documentation NOT USED

#### Task Deliverables

➤ No additional to original Scope of Services

#### **Assumptions**

This scope allows for one (1) revenue requirement scenarios.

#### Task 13 – Plan Development and Approval Process

#### Objective

Perform coordination with the Department of Ecology (Ecology) representative to facilitate efficient and complete delivery and approval of the Plan.

#### **Activities**

- 13.1 Executive Summary and Appendices NOT USED
- 13.2 Draft Plan for City Review and SEPA Use NOT USED
- 13.3 Draft Plan Revisions NOT USED
- 13.4 Ecology Review NOT USED
- 13.5 Ecology Comments Revisions

Provide draft written responses to Ecology's review comments related to the WPCF and submit to City for review and input. With City input and coordination with City's wastewater treatment consultant through four (4) virtual meetings, finalize written responses and develop a final document that incorporates comments.

- 13.6 Council Review and Presentation NOT USED
- 13.7 Final Electronic and Hard Copies NOT USED

#### Task Deliverables

No additional to original Scope of Services.

#### **Assumptions**

> City to provide written response developed by City wastewater treatment consultant related to nutrient removal for inclusion in the Plan.

#### Task 14 – Contingency

A management reserve is established for the City's use with unanticipated project issues or requirements and future tasks that cannot be scoped at this time. Use of this budget is at the sole discretion of the City and Consultant will not use without separate prior written authorization from the City. The Consultant will provide a written scope of services and budget to the City for approval prior to the beginning of any requested services.

#### Task 15 – Modeling Support – NEW TASK

#### **Objective**

Provide miscellaneous hydraulic modeling support to City staff to facilitate usage of the City's sewer collection system model, developed in PCSWMM.

#### **Activities**

#### 15.1 Hydraulic Modeling Support

Respond to requests by the City for tasks involving model troubleshooting, software platform questions, or model set-up for up to 80 hours.

#### Task Deliverables

Email summary of modeling support provided to City PM.

#### **Assumptions**

- ➤ All modeling is completed using PCSWMM
- Task assumes up to 40 hours of support through December 31, 2025.
- Consultant will respond to City requests within two (2) business days to acknowledge receipt and discuss request.

#### **Budget**

Payment will be made at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 5% fee to cover administration and overhead. Direct expenses will be paid at the following rates:

#### **Direct Expenses**

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Labor Hour Tech Charge \$10.00/hour
Mileage Current IRS Rate

Postage and Delivery Services At Cost
Printing and Reproduction At Cost
Travel, Lodging and Subsistence At Cost

# Project Schedule The services to be provided for this project shall commence upon the City's notice to proceed. The project duration is assumed to be four (4) months.

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Total
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# Consor Inc\_CIP Tool Deployment On-Call\_Amend No. 2\_AC\_10.01.25\_V2 SD

Final Audit Report 2025-10-07

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By: Marista Jorve (mjorve@everettwa.gov)

Status: Signed

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