



**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	Osborn Consulting, Inc.
City Project Manager	Erik Emerson
	eemerson@everettwa.gov
Original Agreement Date	9/22/2023

AMENDMENTS							
New Completion Date	<p>If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026</p> <p>If no new date is entered, this Amendment does not change the Completion Date.</p>						
New Maximum Compensation Amount	<p>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.</p> <table border="1" style="width: 100%;"> <tr> <td>Maximum Compensation Amount Prior to this Amendment</td> <td style="text-align: right;">\$476,655.00</td> </tr> <tr> <td>Compensation Added (or Subtracted) by this Amendment</td> <td style="text-align: right;">\$54,566.00</td> </tr> <tr> <td>Maximum Compensation Amount After this Amendment</td> <td style="text-align: right;">\$531,221.00</td> </tr> </table>	Maximum Compensation Amount Prior to this Amendment	\$476,655.00	Compensation Added (or Subtracted) by this Amendment	\$54,566.00	Maximum Compensation Amount After this Amendment	\$531,221.00
	Maximum Compensation Amount Prior to this Amendment	\$476,655.00					
	Compensation Added (or Subtracted) by this Amendment	\$54,566.00					
Maximum Compensation Amount After this Amendment	\$531,221.00						

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	NONE
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

02/18/2026

Date

ATTEST



Office of the City Clerk

OSBORN CONSULTING, INC.



Signature: _____

Name of Signer: Laura Ruppert

Signer's Email Address: laura@osbornconsulting.com

Title of Signer: Principal & Vice President

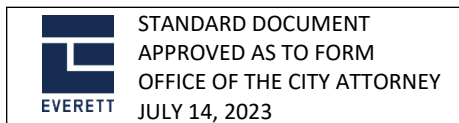


EXHIBIT A

SCOPE OF WORK

Project Name:	Regional Stormwater Facility Planning – Amendment 1
Client:	Everett
Prime Consultant:	Osborn Consulting
Contract Number:	

BACKGROUND

The City of Everett (City) is initiating a project that will assess the options for implementing regional stormwater facilities within the City to enhance water quality treatment and flow control. The work will utilize and build upon Stormwater Management Action Plan (SMAP) efforts performed by the City and will rate and rank facility locations based on catchment area, improvements to surface water, opportunities to address current developed areas, and potential funding strategies for future redevelopment, such as fee-in-lieu or public-private partnership strategies.

This scope of work includes additional planning services to support the City in their SMAP site prioritization efforts, additional planning services for the City's stormwater regional facilities project, and additional project management time because of the project schedule extension. This amendment is not grant funded.

SCOPE OF WORK

Task 1 Project Administration/Grant Management

The task includes the extension of project administration and grant management because of the project's schedule extension. This task will cover project administration and grant management from January 2026 through December 2026.

This task will include monitoring and communicating the status of the scope, schedule, and budget of this work assignment and providing monthly reporting to the City.

Consultant Services

- Prepare an additional twelve (12) Progress Reports that meet Washington State Department of Ecology (Ecology) reimbursement requirements describing the following:
 - Services completed during the month
 - Outstanding issues (if any)
 - Scope, schedule, and budget status
 - A financial summary
- Attend up to 16 Project Manager (PM) check-ins via Microsoft Teams.
- Continue to manage Issue Log for City and all team members.
- Continue to manage Risk Register to identify and document project risks and mitigation strategies.
- Submit an additional 12 monthly invoices.

- Continue to support the City with developing Ecology grant administration requirements, including the following:
 - Backup documentation for reimbursement requests
 - Two-page Outcome Summary Report

Client Responsibilities

- Review and approve invoices.
- Review and comment on submittals within the schedule.
- Lead Ecology grant administration requirements, including Ecology’s Administration of Grants and Loans (EAGL) updates, including the following:
 - Timely and complete submittals of requests for reimbursement
 - Quarterly Progress Reports
 - Developing the detailed Progress Reports
 - Developing the two-page Outcome Summary Report
 - Recipient Closeout Report
 - Properly maintained project documentation

Assumptions

- This amendment will cover a project extension of approximately twelve (12) months (January 2026 through December 2026).
- PM check-in meetings are to be held via Microsoft Teams and last up to one hour. Consultant attendance will be up to two staff, depending on the topic for discussion.

Deliverables

- Updated project schedule and updates to be provided with monthly Progress Reports.
- Up to 16 PM check-in meetings (as necessary and determined by City PM prior to each meeting).
- Twelve monthly Progress Reports and invoices.

Task 3 Regional Facilities Selection (Amended)

The Consultant is adding an additional catchment for review per the City’s request. As a result, additional work by the Consultant is required. This task will include performing a detailed review of the additional catchment, selecting a Best Management Practice, updating text in the Draft Regional Facility Planning Report, and updating eight GIS figures in the report.

Client Responsibilities

- Review of Catchment Analysis, including BMP selection and updated text in the Draft Regional Facility Planning Report.

Assumptions

- The Draft Regional Facility Planning Report will be updated to include the additional catchment, and eight GIS figures will be updated to include this additional catchment.

- A detailed site review of the catchment will be conducted to select a Best Management Practice.

Deliverables

- Updated Draft Regional Facility Planning Report

Task 6 Optional Services

The Consultant and City may continue to identify additional topics that need analysis and/or additional deliverables. This task is to cover additional work, only after written approval by the PM.

Consultant Responsibilities

- Written request for support

Assumptions

- The allowance for this Task is up to an additional \$9,998.
- The City PM must provide written approval prior to Consultant performing work under this task. This written approval will include the agreed number of hours to be used on this task for the specific work approval. There may be several approvals under this task.

Deliverables

- As defined with City's written approval.

Client Responsibilities

- Review and approval of written requests to leverage the Optional Services.

Task 7 SMAP Support

The task includes support to the City on their upcoming SMAP project, other City planning efforts, and the delivery of the GIS model from the regional stormwater facility planning effort. This task is not grant funded.

Consultant Services

- GIS Model
 - Deliver the GIS model previously developed by Osborn (under Task 3) to support the regional stormwater facilities prioritization. Finalizing the GIS model for delivery will include the following:
 - ◆ Updating naming conventions in the GIS model for consistency
 - ◆ Removing dated input data from the GIS model and packaging the GIS model for delivery
 - ◆ Writing a summary of methodology memorandum.
 - ◆ Meeting with City GIS Staff to transition the GIS model to the City
- Site prioritization recalculation
 - Recalculate prioritization scores based on the revised Stormwater Management Influence (SMI) score methodology developed as part of the Regional Stormwater Facility Plan for specific sites provided by the City.

- Provide SMI scores for review to the City.
- SMI score recalculation for City-defined sites
 - Calculate SMI Scores for City-defined sites within the established methodology and criteria scoring framework. Sites may include multiple tributary catchments, private catchments not previously analyzed, or partial catchments. City will provide the approximate catchment areas to be analyzed and a description of how the catchment areas relate to the sites being analyzed.
 - Summarize SMI scores across the City and how they compare to the scores of the selected Top 20 sites for both flow control and water quality in the stormwater regional facility planning study.
 - Prepare Water Quality and Flow Control figures showing the location of the City-defined catchments across the City.
- GIS figure updates
 - Update up to 10 GIS figures for water quality and 10 GIS figures for flow control for up to 10 sites if the sites have recalculated SMI scores.
- Summary Technical Memorandum
 - Prepare a Summary Technical Memorandum documenting the following:
 - ◆ Updated SMI scores
 - ◆ Updated GIS figures
 - Provide draft and final versions for City review and approval.

Client Responsibilities

- Collaborate with Osborn GIS staff and Everett GIS staff on delivery of GIS-related data and models.
- The City will provide guidance on how the prioritization criteria may be updated, if at all.

Assumptions

- Consultant will meet with City GIS Staff (90 minutes, up to three [3] consultants) to transition the GIS model to the City.
- There will be one (1) set of calculations (SMI) based on City direction.
- The Draft and Final Summary Technical Memorandum will be an update of materials prepared under Task 2 and 3 of the grant-funded regional stormwater facility planning work.
- No field reconnaissance will be conducted.

Deliverables

- GIS Model Map Package and Methodology Technical Memorandum
- Draft and Final Summary Technical Memorandum, including 20 GIS Figures.

Osborn Consulting, Inc. - City of Everett Regional Stormwater Facility Assessment

Amendment #1, City of Everett Regional Stormwater Facilities Planning	Osborn Consulting							Expense	Cost Estimate	Cost Estimate
	PIC (Laura)	Senior Planner (Jessica)	Project Engineer II (Courtney)	Engineer II (Katrina)	Design Technician I (Heather)	Tech Editor (Meredith)	Accounting/Project Controls(Paige & Erika)			
	\$310.00	\$212.00	\$200.00	\$137.00	\$118.00	\$155.00	\$170.00			
Project Tasks										
Task 1: Project Administration/Grant Management (For 2026)										
Project Admin and coordination	4	32	16	4			2			
Progress Tracking and Reporting		12					12			
Total Hours	4	44	16	4	0	0	14	\$ -	\$ 16,696	\$16,696
Task 3: Regional Facilities Selection (Amended)										
Prioritization Update		1	4	2			1			
BMP Selection and Report Write-up for OF573		1	1	10			1			
Update to Report Figures (8)			1	4	2		1			
Task 6: Optional Services										
Optional Task (Upon City approval)										
Additional Mangement Reserve								\$	9,998	
Task 7: SMAP Support										
GIS Model Delivery with TM	1	4	6	30	24		4			
SMAP Sites (up to 10 sites) Prioritization Update		2	10	10	10					
Draft and Final Summary TM	1	8	24	24	8		12			
Total Hours	2	16	46	80	44	19	0	\$ -	\$ 33,293	\$33,293
Grand Total Hours	6	60	62	84	44	19	14			
									Non-Grant Funded	\$49,989
									Total Amendment Budget (Before	
									Management Reserve)	\$49,989
									Management Reserve (20%)	\$9,998
									Total Amendment Request	\$59,987










Osborn Consulting_Regional Stormwater Facility Study_Amendment No. 1_EE_2026.02.11_SD


Final Audit Report

2026-02-19


Created:	2026-02-12
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUJSeBcL9qhqPKOzhiacdI0ruWy54-IU1

"Osborn Consulting_Regional Stormwater Facility Study_Amendment No. 1_EE_2026.02.11_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-02-12 - 7:46:48 PM GMT
-  Document emailed to eemerson@everettwa.gov for approval
2026-02-12 - 7:47:13 PM GMT
-  Email viewed by eemerson@everettwa.gov
2026-02-13 - 1:44:14 AM GMT
-  Signer eemerson@everettwa.gov entered name at signing as Erik Emerson
2026-02-13 - 1:44:37 AM GMT
-  Document approved by Erik Emerson (eemerson@everettwa.gov)
Approval Date: 2026-02-13 - 1:44:39 AM GMT - Time Source: server
-  Document emailed to laura@osbornconsulting.com for signature
2026-02-13 - 1:44:41 AM GMT
-  Email viewed by laura@osbornconsulting.com
2026-02-17 - 10:54:52 PM GMT
-  Signer laura@osbornconsulting.com entered name at signing as Laura Ruppert
2026-02-17 - 11:04:35 PM GMT
-  Document e-signed by Laura Ruppert (laura@osbornconsulting.com)
Signature Date: 2026-02-17 - 11:04:37 PM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2026-02-17 - 11:04:39 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2026-02-17 - 11:41:13 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2026-02-17 - 11:41:24 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2026-02-17 - 11:41:27 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2026-02-18 - 10:05:52 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)


Signature Date: 2026-02-18 - 10:31:22 PM GMT - Time Source: server

 Document signing automatically delegated to Marisa Nishimura (mnishimura@everettwa.gov) by Marista Jorve (mjorve@everettwa.gov)


2026-02-18 - 10:31:23 PM GMT

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2026-02-18 - 10:31:24 PM GMT

 Document emailed to Marisa Nishimura (mnishimura@everettwa.gov) for signature

2026-02-18 - 10:31:24 PM GMT

 Email viewed by Marisa Nishimura (mnishimura@everettwa.gov)

2026-02-19 - 0:21:15 AM GMT

 Document e-signed by Marisa Nishimura (mnishimura@everettwa.gov)

Signature Date: 2026-02-19 - 0:21:43 AM GMT - Time Source: server

 Agreement completed.

2026-02-19 - 0:21:43 AM GMT