



**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	GeoEngineers, Inc.
City Project Manager	Heather Griffin
	hgriffin@everettwa.gov
Original Agreement Date	1/9/2025

AMENDMENTS							
New Completion Date	<p>If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027</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 align="right">\$78,000</td> </tr> <tr> <td>Compensation Added (or Subtracted) by this Amendment</td> <td align="right">\$25,600</td> </tr> <tr> <td>Maximum Compensation Amount After this Amendment</td> <td align="right">\$103,600</td> </tr> </table>	Maximum Compensation Amount Prior to this Amendment	\$78,000	Compensation Added (or Subtracted) by this Amendment	\$25,600	Maximum Compensation Amount After this Amendment	\$103,600
	Maximum Compensation Amount Prior to this Amendment	\$78,000					
	Compensation Added (or Subtracted) by this Amendment	\$25,600					
Maximum Compensation Amount After this Amendment	\$103,600						

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 Provisions	None
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

03/23/2026

Date

ATTEST



Office of the City Clerk

GEOENGINEERS, INC.

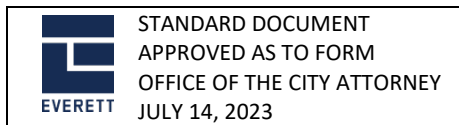


Signature: _____

Name of Signer: Joe O. Callaghan

Signer's Email Address: jcallaghan@geoengineers.com

Title of Signer: Principal





1145 Broadway, Suite 300
Tacoma, Washington 98402
253.383.4940

February 10, 2026

City of Everett Public Works Department
3200 Cedar Street
Everett, Washington 98201-4516

Attention: Heather Griffin, PE

Subject: Year 8 Qualitative Monitoring
Diking Improvement District No. 5 Smith Island Estuary Advance Mitigation Site
Everett, Washington
File No. 0661-128-04

Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) is pleased to present the following scope and fee estimate to the City of Everett (City) for Year 8 (2026) qualitative monitoring of Diking District No. 5's (DID5) Smith Island Advance Mitigation Site (AMS).

GeoEngineers completed Year 7 (2025) Mitigation Monitoring and submitted the annual Report¹, which documented the site is meeting three of the six site performance standards. The site is not meeting performance standards regarding invasive and noxious weed species but otherwise progressing towards a high functioning estuarine wetland. In order to meet Year 10 performance standards, control of invasive and noxious weed species needs to be performed at the site. This scope and fee estimate is based on previous work on the site, the results of the Year 7 (2025) Mitigation Monitoring Report, and conversations with the DID5 and the City. This scope will include a qualitative invasive species site walkthrough, an invasive species workplan for Cascade Ecology, and geospatial data of invasive species. In addition, this scope will include agency coordination and written documentation to revise site performance standards. The scope and fee estimate includes a contingency task (Task 500) to cover unanticipated additional services on an as-needed basis and will require written authorization from the City to be activated.

¹ GeoEngineers Inc. (GeoEngineers). 2025. Year 7 Mitigation Monitoring Report, Diking Improvement District No. 5, Smith Island Estuary Restoration Advance Mitigation Site, Everett, Washington. GEI File No. 0661-128-03. December 3, 2025.

Scope of Services

YEAR 8 QUALITATIVE SITE MONITORING

- Task 100 – Project Management and Coordination
 - Coordination with the invasive species control contractor (Cascade Ecology).
 - Communications of schedule and overall progress of the project.
 - Contract administration including file setup, contract processing, monthly budget review, progress report and invoice preparation.
- Task 200 – Invasive Species Site Walkthrough
 - Two GeoEngineers' biologists will conduct a qualitative site walkthrough (two, 10-hour days) to identify and map invasive species locations and densities throughout the delineated wetland areas of the AMS.
 - Data will include visual observations and global positioning system (GPS) data collection of invasive species points and patches.
 - Observations of mudflat and marsh development, wildlife use, man-made debris accumulations or other conditions that could undermine achievement of performance standards, and previous invasive species control efforts will also be recorded.
- Task 300 – Invasive Species Work Plan
 - GeoEngineers will prepare a workplan to prioritize invasive species management for the Year 8 growing season. The workplan will identify species and site locations of highest priority in order to target control efforts with a goal of maximizing performance standard achievement.
 - The workplan, figure and invasive species location data will be provided to Cascade Ecology.
 - This task will include up to two, 1-hour meetings with Cascade Ecology to review the work plan and support work plan implementation, as needed.
- Task 400 – Agency Coordination for Performance Standard Revisions
 - Two AMS site performance standards have been identified for proposed revisions in order to remove instances of double counting invasive species occurrences.
 - This task would include agency discussion and coordination for performance standard revisions, to be implemented prior to Year 10 formal monitoring.
 - GeoEngineers will prepare a memorandum to document agency discussions and formally request revisions to site performance standards.

Assumptions

- Invasive and noxious weed species are defined as those listed in the approved Advanced Mitigation Plan (AMP)² performance standards.
- The invasive species site walkthrough and workplan will be limited to wetland areas of the AMS as delineated in the Year 7 Mitigation Monitoring Report (GeoEngineers 2025).

² ICF International. 2019. Diking District 5, Smith Island Estuary Restoration Advance Mitigation Plan. Prepared for City of Everett Public Works Department on behalf of Diking District #5. September 2019.

- Site visits will be timed based on tidal cycles for site access, and growing season for invasive species identification.
- Methods of invasive species management and control will be determined by Cascade Ecology.
- We assume agency decisions will be documented in a letter from the agencies and additional documentation prepared by us will not be required.

Deliverables

- Draft Year 8 invasive species workplan
- Final Year 8 invasive species workplan
- Invasive and noxious weed geospatial data

OPTIONAL TASK 500 – UNIDENTIFIED ADDITIONAL SERVICES

GeoEngineers has included an optional task to provide services related to the DID5 Smith Island Estuary Advance Mitigation Site. A fee estimate of \$5,000 was used as a placeholder, to authorize this task, an updated description of work for this task must be approved in writing by the City Project Manager.

FEE ESTIMATE AND TERMS

We plan to conduct field work in the early part of the growing season during accessible tidal cycles to give Cascade Ecology ample time to coordinate and perform invasive species control work. We will keep you apprised of project status and conditions that may significantly affect our scope and fee estimate. Our services will be completed in accordance with the terms described in the existing Professional Services Agreement between GeoEngineers, Inc. and the City of Everett dated January 9, 2025.

The total estimated fee for our services described below is \$25,600. Actual fee will be determined on a time-and expense basis. The estimated fee for our services will be determined using the rates contained in our standard 2026 Schedule of Charges, which also is attached as part of this proposal. Please see Fee Estimate for an additional breakdown of our fees, which is also attached as part of this proposal.

TABLE 1. SUMMARY OF FEES

DESCRIPTION	FEE
Year 8 Qualitative Site Monitoring	
Task 100 – Project Management and Coordination	\$2,500
Task 200 – Invasive Species Site Walkthrough	\$10,000
Task 300 – Invasives Species Work Plan	\$4,900
Task 400 – Agency Coordination for Performance Standard Revision	\$3,200
Estimated Task Subtotal	\$20,600
Optional Task 500 – Unidentified Additional Services	
Contingency task to cover unanticipated services	\$5,000
Estimated Task Subtotal	\$5,000
Estimated Grand Total	\$25,600

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this proposal to provide our services. Please call if you have questions or require additional information.

Sincerely,
GeoEngineers, Inc.



Courtney M. Stoker, PWS
Biologist/Project Manager



Joseph O. Callaghan, PWS, CESCL
Principal Biologist

CMS:JOC:tlm

Attachments:

Schedule of Charges – GeoEngineers Standard 2026

Fee Estimate

One electronic copy submitted

Schedule of Charges - 2026

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	158/hour
Staff 1 Engineer	\$	166/hour
Staff 2 Scientist	\$	180/hour
Staff 2 Engineer	\$	188/hour
Staff 3 Scientist	\$	206/hour
Staff 3 Engineer	\$	214/hour
Project Scientist 1	\$	235/hour
Project Engineer 1	\$	245/hour
Project Scientist 2	\$	245/hour
Project Engineer 2	\$	250/hour
Senior Engineer/Scientist 1	\$	275/hour
Senior Engineer/Scientist 2	\$	298/hour
Associate	\$	315/hour
Principal	\$	350/hour
Senior Principal	\$	375/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	110/hour
Administrator 2	\$	128/hour
Administrator 3	\$	144/hour
CAD Technician	\$	145/hour
CAD Designer	\$	167/hour
Senior CAD Designer	\$	194/hour
GIS Analyst	\$	179/hour
Senior GIS Analyst	\$	195/hour
GIS Coordinator	\$	217/hour
*Technician	\$	130/hour
*Senior Technician	\$	158/hour
*Lead Technician	\$	166/hour
Environmental Database Manager	\$	245/hour
Health and Safety Specialist	\$	156/hour
Health and Safety Manager	\$	208/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	IRS Rate

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

Fee Estimate
Year 8 Qualitative Monitoring
Diking Improvement District No. 5 Smith Island Estuary Restoration Advance Mitigation Site
Everett, Washington

	Principal Joe Rate	Project Scientist 1 Courtney \$235	Staff Scientist 2 Bea \$180	GIS Catalena \$217	Admin 3 Tracy \$144	Task Hours	Labor Fee	Mileage \$0.73	GPS \$200	Associated Project Costs (APC) 6%	Admin Allocation 6%	Cost
Task 100 - Project Coordination and Contract Administration												
Project Coordination and Contract Administration	1	6	1	0	2	10	\$ 2,228	-	-	\$ 134	\$ 134	\$ 2,495
Subtotal Task 100	1	6	1	0	2	10	\$ 2,228	-	-	\$ 134	\$ 134	
Task 200 - Invasive Species Site Walkthrough												
Invasive Species Site Walkthrough	0	20	20	0	0	40	\$ 8,300	410	2	\$ 498	\$ 498	\$ 9,993
Subtotal Task 200	0	20	20	0	0	40	\$ 8,300	\$ 297	\$ 400	\$ 498	\$ 498	
Task 300 - Invasive Species Work Plan												
Invasive Species Work Plan	1	6	8	4	2	21	\$ 4,356	-	-	\$ 261	\$ 261	\$ 4,879
Subtotal Task 300	1	6	8	4	2	21	\$ 4,356	-	-	\$ 261	\$ 261	
Task 400 - Agency Coordination for Performance Standard Revision												
Agency Coordination	0.5	2	0	0	0	2.5	\$ 645	-	-	\$ 39	\$ 39	\$ 3,185
Memorandum	0.5	8	0	0	1	9.5	\$ 2,199	-	-	\$ 132	\$ 132	
Subtotal Task 400	1	10	0	0	1	12.00	\$ 2,844	-	-	\$ 171	\$ 171	
Task 500 - Unidentified Additional Services (optional)												
Unidentified tasks	-	-	-	-	-	-	\$ 5,000	-	-	-	-	\$ 5,000
Subtotal Task 500	-	-	-	-	-	-	\$ 5,000	-	-	-	-	

GRAND TOTAL	\$ 25,553
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Diking Improvement District No. 5_Advance Mitigation Site_PSA_TH_2026.03.18_SD

Final Audit Report

2026-03-23


Created:	2026-03-19
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVq5DNgFKESwlvVUW0SVdTprFSFV8nGVq

"Diking Improvement District No. 5_Advance Mitigation Site_PSA_TH_2026.03.18_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Heather Griffin (HGriffin@everettwa.gov) for approval
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-  Document approved by Heather Griffin (HGriffin@everettwa.gov)
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-  Document emailed to jcallaghan@geoengineers.com for signature
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-  Signer jcallaghan@geoengineers.com entered name at signing as Joe Callaghan
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-  Document e-signed by Joe Callaghan (jcallaghan@geoengineers.com)
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 Agreement completed.

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