

CONSULTANT: Bruce Dees and Associates, L.L.C.

CONTACT PERSON: Bruce Dees

ADDRESS: 222 E 26th St Suite 202
Tacoma, WA 98421
(253) 627-7947

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-2147699/602088886

TELEPHONE/FAX NUMBER: (253) 627-7947 / (253) 627-6661

COUNTY DEPT: Parks and Recreation

DEPT. CONTACT PERSON: Rob Marchand

TELEPHONE/FAX NUMBER: (425) 388-6610/ (425) 388-6645

PROJECT: Carousel Ranch Community Park

AMOUNT: \$226,809.50

FUND SOURCE: 309-5094424056501

CONTRACT DURATION: Time Extension to October 31, 2023

AMENDMENT NO. 8 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 8 to that certain Agreement for Professional Services (the “Agreement”) dated May 23, 2012, amended September 17, 2012, June 6, 2013, August 19, 2014, June 15, 2016, June 14, 2017, and July 2019, amended September 2022 is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”) and Bruce Dees and Associates, L.L.C., a Washington limited liability company (the “Contractor”).

In the original contract agreement dated May 23, 2013, the Contractor was retained to master plan the site and to develop construction bid documents for the development of the Wellington Hills Park. To comply with the conditions set forth in the Brightwater Sewage Plant mitigation agreement, which was to provide primarily active recreation facilities serving a broader community base, the site was changed. The new site, consist of 65.33 acres, is now called Carousel Ranch Community Park through Motion # 17-160 (formerly named Maltby Area Park

as cited in the mitigation agreement), located on SR-9 adjacent to the north side of the Brightwater Treatment Facility.

Both parties want to continue the same work and services originally contracted for Wellington Hills Park, for the new site. Both parties benefit from further amending the Agreement to accomplish same. In order to do so, the parties have agreed to an additional amendment of the scope of services, timeframe for completion of work, and compensation paid by the County to the Contractor.

NOW THEREFORE, for and in consideration of the benefits conferred on both parties and the mutual promises set forth below, the parties agree that the Agreement for Professional Services, as amended, be further amended in this Amendment No. 8 as follows:

I. Section 1 of the Agreement is amended to read in its entirety as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to prepare, provide, and implement a master plan for the development of Carousel Ranch Community Park as defined in the previous documents (A-1, A-2, A-3, A-4, A-5, A-6, A-7) added to this section via Amendment 8 and in Schedule A-8 attached hereto and by this reference made a part hereof. Where work identified in Schedule A-8 is to be carried out by entities other than Contractor, Contractor shall be responsible for ensuring the work by those entities satisfies the obligations in this Contract as if work by those entities were Contractor's own work.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

II. Section 2 of the Agreement is amended to read in its entirety as follows:

2. Term of Agreement; Time of Performance: This agreement shall be effective upon the Notice to Proceed (the "Effective Date"), which shall be no sooner than the date the contract is fully executed by both parties, and shall terminate upon completion of the work by Contractor on or before October 31, 2023. This Agreement may be extended, renewed or terminated by written notice from the County to the Contractor depending on the funding availability at the end of each fiscal year.

III. Section 3 of the Agreement is amended to read in its entirety as follows:

3. Compensation.

a. Services. In addition to payments previously made under this contract per A-1 through A-7 and associated documents, the County will pay the Contractor for services as and when set forth in Schedule A-8.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit to the County properly executed invoices per Schedule A-8. The County will pay invoices on a monthly basis based on the percentage of work completed.

d. Contract Maximum. Charges under this Agreement, all fees and expenses included, shall not exceed a total of \$2,779,465.44,

Except as expressly provided in this Amendment No. 8, and the attachments hereto, all terms and conditions of the Agreement for Professional Services dated May 23, 2012, as subsequently amended by Amendment Nos. 1 - 7, shall remain in full force and effect.

"COUNTY"
SNOHOMISH COUNTY

County Executive Date

"CONTRACTOR"
BRUCE DEES AND ASSOCIATES, L.L.C.

Sheryl A. Sales

Name Title Principal Date 9/21/2022

Approved as to Form:

R. J. Bell

Deputy Prosecuting Attorney Date 09-23-2022

COUNCIL USE ONLY	
Approved	<u>9/28/2022</u>
ECAF #	<u>2022-0980</u>
MOT/ORD	<u>Motion 22-405</u>