

## AMENDMENT NO. 8 TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 8 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment No. 8”) is entered into as of this 15<sup>th</sup> day of June 2023, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and J.A. Brennan Associates, PLLC., a Washington professional limited liability company (the “Contractor”).

### RECITALS

- A. Whereas, J.A. Brennan Associates, PLLC was selected through an RFQ process to provide consultant services in support of Master Plan Update and Day-Use Improvements at Kayak Point Regional Park (the “Project”) and an agreement for the Project was executed on October 19, 2016 (the “Agreement”); and
- B. Whereas, an Amendment No. 1 was executed to address options for phasing construction of the project; and
- C. Whereas, an Amendment No. 2 was executed to expedite completion of an eelgrass delineation, which needed to be completed within a certain timeframe; and
- D. Whereas, an Amendment No. 3 was executed for the next phase of design, permitting and bidding support, which was structured to complete the Project up to solicitation of bidders for construction; and
- E. Whereas, an Amendment No. 4 was executed to address additional Geotechnical needs associated with permitting requirements; and
- F. Whereas, an Amendment No. 5 was executed to address additional reports, review, and coordination meetings associated with time extensions and permitting requirements; and
- G. Whereas, an Amendment No. 6 was executed to address needed structural analysis for the pier after 2021 storm events; and
- H. Whereas, an Amendment No. 7 was executed to provide construction support services, additional permitting support, and design support due to change in the construction timeline; and
- I. Whereas, the current Amendment is necessary to accommodate design changes required by final permits before construction documents could be completed; and
- J. Whereas, Scope of Work and budget has been negotiated for the proposed Amendment for the value of \$19,399 (Nineteen thousand, three hundred ninety-nine dollars).

**AMENDMENT NO. 8**

NOW, THEREFORE, the County and Contractor agree that the Agreement shall be amended as follows:

1. Section 1, entitled "Purpose of Agreement; Scope of Services" shall be amended to include tasks outlined in the attached Exhibit A-8, which is attached hereto and incorporated herein by this reference.
2. Subsections a and f, of Section 3, "Compensation," shall be amended to read as follows:
  - a. Services. The County will pay the Contractor for the services added by this Amendment 8 as set forth in Exhibit B-8, which is attached hereto and by this reference made a part of this Agreement.
  - f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$3,277,666 (excluding further extensions or renewals, if any).
3. Except as expressly amended in this Amendment No. 8, the terms and conditions of the Agreement and prior Amendments to the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 8 to be duly executed as of the date set forth above.

"County"  
 SNOHOMISH COUNTY:  
  
Harper, Lacey Digitally signed by Harper, Lacey  
Date: 2023.06.15 09:06:48 -07'00'  
 County Executive Director Date

"Contractor"  
 JA BRENNAN ASSOCIATES, PLLC  
  
 James A. Brennan, Principal 5/9/23  
 Date

Approved as to insurance and indemnification provisions:

Approved as to form only:

Barker, Sheila Digitally signed by Barker, Sheila  
Date: 2023.05.10 12:24:40 -07'00'  
 Risk Management Date

\_\_\_\_\_  
 Legal Counsel to the Contractor Date

Approved as to form only:

/s/ George Marsh DPA 5/2/2023  
 Deputy Prosecuting Attorney Date

<b>COUNCIL USE ONLY</b>	
Approved	<u>6/14/2023</u>
ECAF #	<u>2023-0467</u>
MOT/ORD	<u>Motion 23-198</u>

## Exhibit A

February 10, 2023

### Kayak Point Day Use Area – Amendment 8 – Scope of Work for Enhanced Stormwater Treatment Design

**Prepared For:**

Carol Ohlfs, Principal Park Planner, Snohomish County Parks and Recreation (Parks)

**Consultant Team Roles:**

- **J.A. Brennan Associates (JAB) | Landscape Architects and Planners:** Project management and lead for landscape architecture design, including construction drawings, specifications, bid and construction support.
- **Reid Middleton, Inc. (RM) | Civil & Structural Engineers:** Civil and Structural engineers providing general civil, building structural, and waterfront improvement services to support the bid and construction administration.

### Scope Items

This Amendment #8 builds on the design concept JAB and RM developed for the Enhanced Stormwater Treatment as required by the NOAA Fisheries Corps Permit Endangered Species Act review. After coordinating with Parks, JAB and RM will complete the final enhanced stormwater treatment design. All related construction drawing sheets, specification sections, and cost estimates will be updated to reflect the required design change.

Scope details and fee breakdown are as below, and Exhibit B shows.

**This amendment includes the following work items:**

#### **Task A - Phase 1 Administration/Project Management/Coordination**

##### **A.1 Prepare invoices**

JAB and the sub-consultant team will prepare monthly invoices and submit them to Parks per county procedures.

##### **A.2 Scheduling, budgeting & coordination**

JAB will coordinate with the project team and Parks to update the schedule, ongoing budget monitoring, and team coordination. The sub-consultant team will provide support.

#### **Task B Enhanced Stormwater Treatment Feasibility Concept**

JAB and RM will assist Parks with the final design of the enhanced stormwater treatment plan as requested by NOAA Fisheries to make the project fit within the SNNP Program if possible.

### ***B.1 Drainage plan revision***

RMA will develop and finish the final enhanced stormwater treatment design based on the coordination with Parks. JAB will provide sections and plan sketches to explore the implications of the stormwater facilities on the park in terms of function, maintenance, and aesthetics.

#### **RMA Scope**

1. RMA will prepare the final enhanced stormwater treatment design for Phase 1 and Phase 2 bid sets.

### ***B.2 Drainage details revision***

RMA will revise drainage details revision based on the final enhanced stormwater treatment plan.

#### **RMA Scope**

1. RMA will develop revised drainage details sheets for Phase 1 and Phase 2 bid sets.

### ***B.3 Base plan updates***

JAB and RMA will update the base plan to incorporate layout and grading changes setting.

### ***B.4-6 Bid sheets revision***

JAB will update grading plan sheets, layout plan sheets, and planting plan sheets to incorporate any changes from the enhanced stormwater treatment plan. RMA will provide grading input and coordination.

### ***B.7 Specs revisions***

JAB and RMA will update the spec sections which are related to the design changes in the final enhanced stormwater treatment plan.

### ***B.8 Cost estimate revision***

JAB and RMA will update the cost estimates to reflect the design changes in the final enhanced stormwater treatment plan.

### ***B.9 Sizing finalization of treatment BMPs & conveyance***

RMA will develop one preferred enhanced stormwater treatment feasibility concept. Products include plans and sections.

### ***B.10 Drainage design memo finalization***

RMA will finalize the enhanced stormwater treatment design tech memo, which will include the description of the final plan, maintenance considerations, and capital costs.

### ***B.11 QA/QC***

RMA will perform the necessary QA and QC for the final enhanced stormwater treatment plan work.

### **Projects Assumptions:**

1. Any further design changes which are not known at this time and cannot be scoped will be needed in a future amendment.
2. JAB does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
3. Others will monitor contaminated soil, water, or groundwater if required.
4. Others will provide soil compaction testing and other testing.

**Snohomish County**

J.A. Brennan Associates, PLLC

Kayak Point - Day Use Area - Fee proposal Amedment #8

**Enhanced Stormwater Treatment Final Design**



February 8, 2023  
Exhibit B

WORK ITEM	DESCRIPTION	JB PM	TW PLA II	DC PLA I	YD Designer II	SV/SV Adm. Des	Total JAB Hours	Total JAB Labor	Total JAB Expenses	Total J.A. Brennan Labor/Exp	Total J.A. Brennan w/ Markup	Total RMA Engineering	Total Sub-consultants	Markup (10%)	Grand Total
A	<b>Administration / Project Management / Coordination</b>														
1	Prepare invoices	\$195.00				\$115.00	1	\$115		\$115	\$188	\$730		\$73	\$918
2	Scheduling, budgeting & coordination					\$103.00	1	\$115		\$115	\$196	\$810		\$81	\$1,006
	<b>Total Task A</b>	0	0	0	0	2	2	\$230	\$0	\$230	\$384	\$1,540		\$154	\$1,924
B	<b>60% - 90% Enhanced Stormwater Treatment Plan</b>														
1	Drainage plan revision						1	\$195		\$195	\$497	\$3,020		\$302	\$3,517
2	Drainage details revision						1	\$195		\$195	\$358	\$1,630		\$163	\$1,988
3	Base plan updates				4		6	\$802	\$40	\$842	\$877	\$350		\$35	\$1,227
4	Grading plan sheet revision				12		14	\$1,626	\$40	\$1,666	\$1,701	\$350		\$35	\$2,051
5	Layout plan sheet revision				6		8	\$1,008	\$40	\$1,048	\$1,048	\$350		\$0	\$1,048
6	Planting plan sheet revision				6		7	\$813	\$40	\$853	\$853	\$0		\$0	\$853
7	Specs revisions				4		7	\$997	\$40	\$1,037	\$1,159	\$1,220		\$122	\$2,379
8	Cost estimate revision				2		3	\$401	\$40	\$441	\$476	\$350		\$35	\$826
9	Sizing finalization of treatment BMPs & conveyance						0	\$0	\$0	\$0	\$116	\$1,160		\$116	\$1,276
10	Drainage design memo finalization						0	\$0	\$0	\$0	\$153	\$1,530		\$153	\$1,683
11	QA/QC						0	\$0	\$0	\$0	\$57	\$570		\$57	\$627
	<b>Total Task B</b>	13	0	0	34	0	47	\$6,037	\$240	\$6,277	\$7,295	\$10,180		\$1,018	\$17,475
	<b>TOTAL TASK A-B</b>	\$2,535	\$0	\$0	\$3,502	\$230	\$0	\$6,267	\$240	\$6,507	\$7,679	\$11,720		\$1,172	\$19,399