

AMENDMENT NO. 9 TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 9 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment No. 9”) is entered into as of this 27th day of Sept 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, an Amendment No. 8 was executed to provide accommodate design changes required by final permits before construction documents could be completed; and
- J. Whereas, the current Amendment is necessary to provide bid and construction support services for Phase 2 construction and long term monitoring for 5-years to meet requirements of project permits; and

K. Whereas, Scope of Work and budget has been negotiated for the proposed Amendment for the value of \$616,967 (Six hundred, sixteen thousand, nine hundred sixty seven dollars).

AMENDMENT NO. 9

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-9, which is attached hereto and incorporated herein by this reference.
2. Section 2, entitled "Terms of Agreement; Time of Performance" shall be amended to read in its entirety as follows:

This Agreement shall be effective upon mutual execution by the parties ("the Effective Date") and shall terminate on December 31, 2030. Provided however that the term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to Contractor. The Contractor shall commence work on the Effective date and shall complete the work required by this Agreement no later than December 31, 2030. Provided however that the County's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds in accordance with the County Charter and applicable law.

3. 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 9 as set forth in Exhibit B-9, 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 \$3,894,633 (excluding further extensions or renewals, if any).
4. Except as expressly amended in this Amendment No. 9, 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. 9 to be duly executed as of the date set forth above.

“County”

SNOHOMISH COUNTY:

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.09.27 11:58:00 -07'00'

County Executive _____ Date

Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.09.08 15:15:33 -07'00'

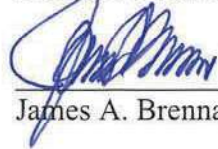
Risk Management _____ Date

Approved as to form only:

/s/ George Marsh DPA 9/7/2023
Deputy Prosecuting Attorney Date

“Contractor”

JA BRENNAN ASSOCIATES, PLLC

 9/7/2023
James A. Brennan, Principal Date

Approved as to form only:

Legal Counsel to the Contractor Date

COUNCIL USE ONLY
Approved 9/27/2023
ECAF # 2023-1007
MOT/ORD Motion 23-400

Exhibit A-9

August 29, 2023

Kayak Point Day Use Area – Amendment 9 – Scope of Work for Phase 2 Bid and Construction Support

I. Prepared For:

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

II. Consultant Team Roles:

- **J.A. Brennan Associates (JAB) | Landscape Architects and Planners:** Project management and lead for landscape architecture design, including construction drawings, specifications, permitting support, bid and construction support, and mitigation planting monitoring.
- **Reid Middleton | Civil & Structural Engineers:** Civil and Structural engineers providing general civil and building structural services to support the bid and construction administration of this project
- **Rolluda Architects | Architects:** construction monitoring services, reviewing field reports, responding to contractor's geotechnical inquiries
- **Stantec | Electrical Engineers:** bid support, construction support, and construction monitoring services
- **Coastal Geologic Services (CGS) | Coastal Engineers:** bid support, construction support, and construction monitoring services
- **Shannon & Wilson (S&W) | Geotechnical Investigation:** bid support, construction support, and construction monitoring services.
- **Raedeke | Critical Areas Study:** Provide monitoring services support during compliance monitoring of buffer mitigation sites installed as part of Phase 1 and Phase 2 construction
- **Aqueous Consultant | Septic Engineers:** sub-consultant work related to the proposed repair and modification of the Large On-site Sewage System (LOSS), including general project communication and coordination, design drawings, specifications, LOSS permitting support, and bid and construction support

III. Scope Items

Snohomish County Parks is proceeding with bidding and construction of the Kayak Point Park Day Use Improvements Phase 2 project in 2023. JAB leads the consultant team to provide administrative, bid support, construction support, project monitoring, and other services for this Phase 2 amendment.

JAB and the consultant team completed and submitted final design plans, specs and estimates to Parks in September 2023. Therefore, no design changes will be included in this amendment unless documented in the scope.

Phase 2 is anticipated to be bid in 2023 or 2024 and constructed in 2024 and 2025.

JAB will keep working with the consultant team on permit compliance monitoring, bid support, construction support, and mitigation monitoring. Scope details and fee breakdown are below and in Exhibit B.

Project Contract Fee Summary:

Original contract (Master Plan Update)	\$237,003
Original contract (Day Use Schematic)	\$317,996
Amend #1 Phasing Cost Estimate	\$16,835
Amend #2 Eel Grass Dive Study	\$24,717
Amend #3 Permitting & Construction Drawings	\$1,721,577
Amend #4 Geotech	\$43,158
Amend #5 Additional services related to scope additions	\$144,674
Amend #6 Pier Structural Re-evaluation	\$12,618
No-Cost Amendment (remove Ranger House Drainage & Landslide Netting Design; add De-Centralized Septic System Design; Remove no-rise study; Add permit support for flood hazard application)	\$0
Amend #7 Additional permit support, bid, and construction support for Phase 1	\$739,689
Amend #8 Stormwater Treatment Design	\$19,399
Amend #9 (This Proposal) Phase 2 Bid and Construction Support services and long-term monitoring	\$616,967
TOTAL:	\$3,894,633

Task A – Phase 2 Administration / Project Management / Coordination

- A.1 *Additional Client meetings (up to 6, JAB only) Teams*
JAB will meet with Parks at bi-weekly virtual meetings throughout Phase 1 bid and construction to address project status.
- A.2 *Progress reports*
JAB will prepare monthly progress reports to submit to Parks for grant funding justifications, to be submitted with monthly invoices
- A.3 *Prepare invoices*
JAB will prepare monthly invoices, including subconsultant billings, and submit to Parks per county procedures.
- A.4 *More detailed Progress reports and additional invoices*
JAB will provide more detailed progress reports with each monthly invoice to facilitate review by the County for the current time/materials-not-to-exceed contract.
- A.5 *Scheduling, budgeting & coordination*
JAB will coordinate with the project team and Parks to update the schedule, ongoing budget monitoring, and team coordination through phone calls and meeting notes.

Task B Bid Support for Phase 2 (Year 2023 or year 2024)

B.1 JA Brennan Bid Support for Phase 2 Scope of Work

1. JAB will lead the updating of the Phase 2 design drawings before the project is advertised for public bids. The update will be limited to incorporating available as-builts from Phase 1 to the Phase 2 design base map to reflect the actual site conditions more closely in the Phase 2 plans. Minor adjustments of text locations for drawing clarity may be necessary after the update of the design base map. However, Phase 2 design changes are not expected. Design changes, if any, will be provided through a separate contract amendment for additional services.
2. Snohomish County will lead the bid process. JAB will assist Snohomish County during the Phase 2 public bid process, including managing sub-consultant PM, QC, invoice, answering contractor's questions during bidding and issuing up to 2 addenda for Phase 2 if necessary.
3. The JAB team will develop a general schedule showing a probable construction flow. The schedule will be high-level in nature and will only show major tasks and in-water work windows. The schedule will be a bar chart in Excel format. This subtask also includes client and team meetings.
4. JAB will review the bid results
5. Prepare conformed documents to incorporate revisions issued through addenda during the bidding phase. The conformed documents will be provided prior to construction.
6. Meetings and Deliverables: See details in fee matrix Exhibit B

B.2 Reid Middleton Bid Support for Phase 2 Scope of Work

Reid Middleton will provide the following services:

1. Respond to technical questions during the bid. Information will be provided for inclusion in the overall response to be prepared and distributed by others.
2. Provide technical input for up to two (2) addenda. Information will be provided for inclusion in overall addendum documents to be prepared and distributed by others.
3. Assist JAB in a review of bids received for general conformance with project requirements.
4. Provide internal project coordination, QC, project management, and administration.

B.3 Rolluda Bid Support for Phase 2 Scope of Work

Rolluda will provide the following services:

1. Answer contractor questions during bidding
2. Prepare up to two (2) architectural addenda
3. Review architectural components of bid results

B.4 Stantec Bid Support for Phase 2 Scope of Work

Stantec will provide the following services:

1. Answer bidding questions, prepare addenda

B.5 CGS Bid Support for Phase 2 Scope of Work

CGS will support JAB during the Phase 2 public bid process, including answering the contractor's questions during bidding and issuing addenda, if necessary. CGS will provide the following services:

1. Sub-consultant PM, QC, invoice
2. Answer contractor's questions during bidding
3. Assist JAB with up to one (1) addendum
4. Review bid results relative to backshore berm
5. Assumptions:
 - a. Attendance/deliverables requested beyond the above-listed items will require an additional budget.

B.5 Aqueous Bid Support for Phase 2 Scope of Work

Aqueous Solutions Engineering will provide the following services:

1. Assist prime consultant in Phase 2 bid support services related to the modification of the Large On-site Sewage System (LOSS). Assistance includes general communication and coordination, answering questions, etc., and up to one (1) in-person meeting.
2. Assumptions:
 - a. Only one (1) in-person meeting allotted

Task C Construction Administrative Support for Phase 2 (Jan. 2024 – May 2025)

C.1 JA Brennan Construction Administration Scope of Work

1. JAB will support construction management by reviewing and responding to up to 20 submittals and up to 30 RFIs, providing back-up documentation for the County’s issuance of modification proposals, attending a limited number of site review meetings, preparing a punch list prior to Substantial Completion, and reviewing completed construction to ensure “punch list” items have been corrected prior to Final Acceptance.
2. JAB will be present on-site during the various stages of construction to:
 - a. Demark the limits of the areas to be planted
 - b. Review and approve the plant materials and recommend their final placement before planting
 - c. Adjust planting plans, as needed, in response to field conditions
 - d. Ensure that construction activities are conducted per the approved plan
 - e. Resolve problems that arise during construction, thus lessening problems that might occur later during the long-term monitoring phase.
3. JAB will provide compliance monitoring immediately after grading and planting activities are completed. The objectives will be to verify that all design features, as agreed to in the buffer enhancement planting plan, have been correctly and fully implemented and that any changes made in the field are consistent with the approved plan’s intent and design. Evaluation of the planting areas after implementation will be done by JAB.
4. JAB will prepare electronic media record drawings incorporating the contractor’s “as-builts.”
5. This task includes a Forage Fish Monitoring Plan and forage fish sampling led by CGS.
6. JAB will facilitate general correspondence, client, and team meetings with subconsultants
7. JAB will lead landscape architecture construction observations
8. JAB will coordinate on access road paving and geotechnical analysis with others. See assumptions.
9. Construction support subtasks: See details in fee matrix Exhibit B.
10. Assumptions
 - a. JAB assumes the County will lead the construction management
 - b. Access road paving survey and geotechnical analysis by contractor and geotechnical. JAB will provide input and coordination
 - c. Contractor will do a post-construction survey and reporting and submit it to Parks
 - d. The County will provide site review meeting notes

C.2 Reid Middleton Construction Administration Support for Phase 2 Scope of Work

Reid Middleton will provide the following services:

1. Attend the pre-construction meeting on site. One project engineer from each upland Civil and Structural engineering practice will attend the pre-construction meeting.
2. Review technical submittals related to the Civil and Structural elements of the project. Up to eight (8) technical submittals for each design discipline are included.
3. Answer contractor questions and respond to RFIs, including:
 - a. Up to 15 RFIs for upland Civil
 - b. Up to 10 RFIs for building Structural
4. Assist JAB and the County in reviewing and commenting on up to five (5) change order proposals
5. Perform site visits to observe construction progress or respond to field questions. The site visits listed below will be spread out during active construction and do not include the punch list walk-

through. These site visits will be coordinated with major elements of work on site. Field reports will be provided for site visits performed.

- a. Eight (8) site visits for Upland Civil elements
 - b. Four (4) site visits for Structural design elements
6. Attend pre-installation meetings on-site. Two (2) pre-installation meetings are anticipated:
 - a. One meeting stormwater system
 - b. One meeting water system
 7. Attend weekly construction meetings. It is assumed that 50% of the meetings will be held on-site, while another 50% will be via teleconference or video conference, by telephone or online. Meeting minutes will be prepared by others. Estimated construction duration for each major project element and design discipline:
 - a. Upland Civil – six months
 - b. Structural – six months. Attend 50% of meetings.
 8. Provide project closeout services for Reid Middleton design elements:
 - a. Perform punch list walk-through and provide punch list items to JAB for the overall project punch list issuance. It is assumed that only one punch list walk-through is required for each upland Civil and Structural.
 - b. Perform a walk-through for punch list backcheck.
 - c. Prepare record drawings based on the Contractor's redline set. No field measurement and verification will be performed. As-built survey of stormwater systems, as required by Snohomish County, is not included. It is assumed that the construction contractor will provide the as-built survey as part of their redlines.
 9. Perform QA/QC for Work and deliverables.
 10. Provide internal project management and administration.
 11. Provide general project correspondence and coordination with the design team and client.

EXCLUSIONS

The following services are excluded from Reid Middleton's scope of work:

1. JAB or the County shall administer the project's construction phase process, including primary coordination and communication with the Contractor, processing contract documents and pay applications, verifying prevailing wage rates, and overall project management.
2. Tracking of the Contractor's progress
3. Daily on-site monitoring of the Contractor's work
4. Engineering analysis and design services
5. Design modification during construction
6. Preparing materials for and attending public meetings
7. Coordination or execution of any permitting-related monitoring and reporting
8. Services related to environmental permitting
9. Inspections and testing services
10. "As-built" survey
11. Engineering and design of the access road improvements

C.3 *Rolluda Construction Administration Support for Phase 2 Scope of Work*

Rolluda will provide the following services:

1. Attend one pre-construction meeting (teams meeting)
2. Review architectural and technical submittals
3. Review up to 15 RFIs
4. Provide general architectural project management and QA/QC
5. Review architectural modification proposals and change orders
6. Provide up to 8 architectural construction observation site visits and up to 2 mechanical
7. Conduct one punch list site visit

8. Conduct one final review post-punch list completion
9. Provide record drawings based on contractor as-built drawings
10. Conduct a one-year guarantee inspection

B.4 Stantec Construction Administration Support for Phase 2 Scope of Work

Stantec will provide the following services:

1. Attend the pre-construction conference (teams meeting)
2. Review submittals, RFIs, and Modification proposals and prepare change orders
3. Four construction site observations
4. Punch list and post punch list report
5. One-year guarantee inspection
6. Record drawings and closeout

B.5 CGS Construction Administration Support for Phase 2 Scope of Work

Assuming the County will lead the construction management. CGS will support JAB by reviewing and responding to coastal engineering-related submittals, requests for information (RFI), providing back-up documentation for the County's issuance of modification proposals, attending a limited number of site review meetings, assisting with the preparation of a punch list prior to Substantial Completion, and reviewing completed construction to ensure "punch list" items have been corrected prior to Final Acceptance. Specifically, CGS will provide the following work during Phase 2 construction consisting of:

1. CGS will provide construction support services by providing the following meeting attendance/deliverables, using the available budget in this task, for the project:
 - a. Sub-consultant PM, QC
 - b. Pre-construction construction meeting
 - c. Review technical submittals relative to backshore berm
 - d. Review and respond on up to four RFIs relative to backshore berm
 - e. Mod. proposals and change orders (up to one)
 - f. Engineer participation by phone in selected (not all) weekly construction calls
 - g. Construction Observation for beach and berm (up to three visits)
 - h. Punch list site visit (one visit)
 - i. Final review post punch list completion (one)
 - j. One-year guarantee inspection
2. If required by construction methods and means (barge-delivery of supplies and materials), forage fish surveys may be required by the project's WDFW HPA permit. CGS staff (current WDFW-certified forage fish sampling staff)) will provide these services if needed:
 - a. Visit the site prior to Phase 2 construction to determine what areas of the park beach have active spawning and which do not.
 - b. Sampling is anticipated to be required when work occurs below the ordinary high-water mark (OHWM) every two weeks thereafter during beach-related construction to allow for continued beach work in individual areas by permit.
 - c. Required reporting to WDFW will be completed after sampling.
 - d. Sampling events are planned when requested and during allowed WDFW work windows, assumed be start just prior to the planned start of beach work (anticipated to be July 15 start date) and at two weeks as needed during construction, for a total of up to eight (8) sampling events during Phase 2 work.
3. Assumptions:
 - a. Attendance/deliverables requested beyond the above-listed items will require an additional budget.
 - b. Additional forage fish surveys beyond eight surveys in Phase 2 will require additional budget.

B.6 S&W Construction Administration Support for Phase 2 Scope of Work

S&W will provide the following services:

1. Review and respond to contractor geotechnical engineering RFIs (up to one)
2. Review and respond to modification proposals and change orders (up to one).
3. Provide construction observation and develop daily field activity reports for pavement subgrade preparation (one site visit). Others will perform full-time construction observation.
4. Provide construction observation and develop daily field activity reports for the landslide runoff protection feature placement and compaction (one site visit). Others will perform full-time construction observation.
5. Respond to questions and review contractor geotechnical analysis for the permanent replacement road design. Provide construction observation support for contractor road construction (up to one site visit). Others will perform full-time construction observation.
6. Provide up to three additional geotechnical site visits and daily field activity reports as needed.
7. Provide geotechnical project management, coordinate with Snohomish County and the Project Team, and perform geotechnical QA/QC on submittal documents.
8. Assumptions:
 - a. Snohomish County will provide a full-time representative to observe and document subgrade preparation, grading, earthwork, compaction, and all other geotechnical-related construction activities. S&W will provide periodic on-site support as indicated above.
 - b. The Contractor will provide S&W 24 hours advance notice prior to their services required on-site.
 - c. S&W will not be responsible for monitoring the temporary erosion and sediment control measures implemented during construction
 - d. S&W will not be responsible for pavement compaction testing and pavement installation observation
 - e. S&W will not perform laboratory testing on existing on-site or import soil used for the project. The laboratory test results in compliance with project specifications will be provided for each soil used on the site from the source pit and/or the contractor prior to its use on the project. The laboratory compaction test results will be provided to S&W from the source pit and/or the contractor prior to its use on the project.
 - f. S&W will not be responsible for developing the Final Geotechnical Construction Letter summarizing the geotechnical work and outstanding items during Phase 2. This document will be prepared by the full-time representative from Snohomish County, who will observe the geotechnical-related construction activities.

B.7 Aqueous Construction Administration Support for Phase 2 Scope of Work

Aqueous Solutions Engineering (ASE) will provide the following services as related to the Large On-site Sewage System (LOSS):

1. ASE will support construction management by reviewing and responding to submittals and RFIs, attending a limited number of site review meetings, preparing a punch list prior to Substantial Completion, and reviewing completed construction to ensure "punch list" items have been corrected prior to Final Acceptance.
2. ASE will prepare electronic media record drawings incorporating the contractor's "as-builts."
3. ASE will attend general correspondence, client meetings, and site visits.
4. Construction support subtasks: See details in fee matrix Exhibit B
5. Assumptions:
 - a. ASE assumes JAB or the County will lead the construction management
 - b. Contractor will do a post-construction survey and reporting using the project horizontal and vertical datum and submit it to Parks in AutoCAD .dwg file format and PDF
 - c. The County will provide site review meeting notes

Task D Shoreline & Wetland Buffer Mitigation Monitoring and Berm Monitoring

D.1 JA Brennan Shoreline & Wetland Buffer Mitigation Monitoring and Berm Monitoring Scope of Work

1. JAB will provide monitoring services as detailed in this scope. Work will include monitoring site visits and reports to meet the conditions of the critical area report provided by Raedeke Associates.
2. Process:
 - a. After the wetland buffer area plantings are completed, fixed sample plots or areas will be established within select areas representative of the sampled plant communities. This baseline will be established for Phase 1 and Phase 2. No other monitoring will be provided between the completion of Phase 1 and the completion of Phase 2. The same sample plots will be utilized during each subsequent site monitoring during the five-year long-term monitoring. Depending upon site conditions, these sample plots may be located randomly or at specific locations. During compliance monitoring, a quantitative assessment of the plants established in the wetland and buffer will be recorded in representative sample plots for baseline data. Photos will be taken from each sample plot. This information will document "time-zero" conditions from which the long-term monitoring period will begin.
 - b. The compliance monitoring phase will conclude with preparing a brief compliance report by JAB. The report will document whether all design features have been implemented correctly, fully, and successfully. Substantive changes in the planting plans will be noted in the compliance report and on the drawings for use during the long-term monitoring phase. Locations of monitoring sample plots and photo points established for compliance monitoring will be identified on the as-built plans. It is assumed that the Contractor will provide as-built information.
 - c. The planting plans and the compliance report will document "as-built" conditions at the time of construction compliance. The compliance report and as-built plan will be submitted to Snohomish County for review and approval.
 - d. The long-term monitoring program will begin following the mitigation compliance monitoring report's approval and will be conducted annually for the five-year monitoring period. Long-term monitoring will evaluate the establishment and maintenance of the plant communities in the enhanced wetland buffer to determine if the goals and objectives of the mitigation plan have been met.
 - e. Plant species will be recorded at each sample plot, and the combined areal cover for all native planted and volunteer woody species will be estimated. In addition, at the end of the first growing season, plant counts will be made within representative sample plots to document the overall percent survival of the tree and shrub plantings.
 - f. Photos will be taken within the mitigation planting areas during each monitoring year, and an annual monitoring report will be produced during years 1, 2, and 5 (combined Phase 1 and Phase 2). Photographs from locations established during the compliance monitoring site visit will be taken to document overall vegetative establishment and growth.
3. A total of 7 site-monitoring visits will be provided. Several photographic transects shall be taken at each site visit to record the conditions at the site. In addition, a written report on the overall health of shoreline and wetland buffer mitigation vegetation and any particular plant establishment problems will be prepared. The shoreline and wetland buffer information will be combined into one report for each site visit.
 - a. Year 0 Ph1 (at completion of construction, approx. early 2024)
 - b. Year 1 Ph1 (approx. 2025)
 - c. Year 0 Ph2 (at the completion of construction, approx. late 2024)
 - d. Year 1 Ph2 (approx. 2025)
 - e. Year 2 (approx. 2026)

- f. Year 3 (approx. 2027, photo documentation only, no report)
 - g. Year 4 (approx. 2028, photo documentation only, no report)
 - h. Year 5 (approx. 2029)
4. A total of 4 field reports will be provided.
 - a. Year 0 (at the completion of construction, approx. end of 2024)
 - b. Year 1 (approx. 2025)
 - c. Year 2 (approx. 2026)
 - d. Year 5 (approx. 2029)
 5. A final wetland buffer and berm vegetation monitoring report will be provided.
 6. Adaptive management recommendation memos and design sketches as specified in Exhibit B.
 7. Deliverables
 - a. Plan drawing showing photo station points for Phase 2 for both Phase 1 and 2
 - b. Integrate photos and captions into reports
 - c. Brief text documenting each report
 - d. Summarize annual reports into a final report at the end of all year's monitoring.
 8. Assumptions:
 - a. Monitoring biological conditions, contaminated soils, berm topography, beach conditions, road conditions, water, or groundwater is not included.
 - b. Digital photos will be provided to document site conditions for monitoring.

D.2 Raedeke Monitoring Support Scope of Work

Raedeke Associates, Inc. will provide the following services:

1. Consultation with JAB, as needed, during compliance monitoring of the buffer mitigation sites installed as part of Phase 1 and Phase 2 construction. Consultation may include assistance or advice regarding the set-up of monitoring plots, confirmation, and layout of buffer mitigation plantings, monitoring scheduling, reporting, or response to other questions that may arise during compliance monitoring.
2. Assumptions:
 - a. Raedeke will provide up to 8 hours of consultation for each Phase 1 and Phase 2 monitoring, for a total of 16 hours.

D.3 CGS Berm Monitoring and LOMR Support Scope of Work

1. CGS will support FEMA LOMR_F submission after the completion of the Phase 2 construction and the completion of the as-built survey by a licensed surveyor. The task will include reviewing/processing as-built survey sheets/data, calculating actual fill volume (if required by FEMA), preparing map revision elevation table and map revision plans, submitting LOMR-F application package, and responding to FEMA inquiries and review comments.
2. CGS will support high-level beach berm monitoring with 1-2 site visits per year in the first three years of the monitoring (up to 5 trips) with visual observation of berm conditions, ground photo logging and simple on-site measurements. CGS will also provide a review/advisory role supporting the 5-year volunteer monitoring program on an as needed basis.

Project Assumptions:

1. JAB assumes a 15% increase for 5-yr monitoring tasks
2. Barge report by the contractor.
3. JAB does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
4. The contractor will provide layout points beyond those already on the drawings.
5. Monitoring of contaminated soils, water, or groundwater will be done by others if required.
6. Others will provide soil compaction testing and other testing
7. Arborist services are not anticipated in this scope of work

8. Construction administration is limited to the number of site visits identified in this scope of work and to the hours allocated in the attached fee matrix



August 29, 2023
Exhibit B

Snohomish County
J.A. Brennan Associates, PLLC
Karak Point - Day Use Area - Fee Proposal Amendment #9
Phase 2 Bid and Construction Support

Work Item	Description	JR	PM	JR	PM	PLA II	TW	DC	SS	AT	Design I	Design II	Admin	JAB	JAB	Total	J.A. Brennan	J.A. Brennan	Total	BMA	Rollins	Strategic	CGS	Total	SMW	Sketch	Total	Per	Countdown	Total	Subcontract	Markup (10%)	Grand Total
Rate		\$275.00	\$181.00	\$171.00	\$111.00	\$111.00	\$1125.00																										
Phase 2 Administration / Project Management / Coordination																																	
1	Additional client meetings (up to 6, JAB only) Teams	4	4	2	6	6	51,262										\$1,262	\$1,262		\$2,500	\$2,500		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$1,262	\$1,262
2	Progress reports (Phase 2)	8	2		16	38	55,494										55,494	55,494		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$5,494	\$5,494
3	Prepare invoices	6	4		16	26	54,074										54,114	54,114		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$4,114	\$4,114
4	More detailed Progress reports & additional invoices (Phase 1)	4	4		16	34	54,274										54,274	54,274		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$4,274	\$4,274
5	Scheduling, budgeting & coordination	32	32		18	38	\$17,038										\$17,038	\$17,038		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$17,038	\$17,038
Total Task A		54	44	44	202	232	\$32,682			0							\$32,682	\$32,682		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$32,682	\$32,682
Phase 2 Construction Support for Phase 2 (Year 2023-2024)																																	
1	Site-consultant PM, GC, invoice	2	2		6	6	\$1,052										\$1,052	\$1,052		\$500	\$500		\$828	\$828	\$500	\$500			\$500	\$500	\$500	\$1,052	\$1,052
2	Base map updates to reflect partial phase 1 as-builts	1	2		19	22	\$2,363										\$2,363	\$2,363		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$2,363	\$2,363
3	Answer contractor's questions during bidding	8	8		22	22	\$3,014										\$3,014	\$3,014		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$3,014	\$3,014
4	Construction Scheduling & Team meetings	8	8		16	16	\$2,068										\$2,068	\$2,068		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$2,068	\$2,068
5	Up to 2 addenda	16	16		60	60	\$9,244										\$9,244	\$9,244		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$9,244	\$9,244
6	Review bid results	4	4		12	12	\$2,088										\$2,088	\$2,088		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$2,088	\$2,088
7	Confirmed set for Phase 2	16	24		75	75	\$11,879										\$11,879	\$11,879		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$11,879	\$11,879
Total Task B		55	62	62	270	270	\$33,848			0							\$33,848	\$33,848		\$2,800	\$2,800		\$500	\$500	\$500	\$500			\$500	\$500	\$500	\$33,848	\$33,848
Construction Administrative Support for Phase 2 (Year 2024 - 2025)																																	
1	Attend Preconstruction Meeting (teams meeting)	1	5		8	8	\$1,352										\$1,352	\$1,352		\$1,298	\$1,298		\$400	\$400	\$500	\$500			\$500	\$500	\$500	\$1,352	\$1,352
2	Review technical product submittals	5	10		29	29	\$1,489										\$1,489	\$1,489		\$1,298	\$1,298		\$400	\$400	\$500	\$500			\$500	\$500	\$500	\$1,489	\$1,489
3	Review RFP's	18	32		90	90	\$14,282										\$14,282	\$14,282		\$15,886	\$15,886		\$2,109	\$2,109	\$500	\$500			\$500	\$500	\$500	\$14,282	\$14,282
4	PM, OAC, OC	12	12		24	24	\$4,872										\$4,872	\$4,872		\$5,614	\$5,614		\$2,764	\$2,764	\$500	\$500			\$500	\$500	\$500	\$4,872	\$4,872
5	Mail proposals - Change orders (most by County)	10	16		42	42	\$6,972										\$6,972	\$6,972		\$9,245	\$9,245		\$992	\$992	\$500	\$500			\$500	\$500	\$500	\$6,972	\$6,972
6	General correspondence and client meetings	32	40		96	96	\$17,104										\$17,104	\$17,104		\$20,021	\$20,021		\$1,328	\$1,328	\$500	\$500			\$500	\$500	\$500	\$17,104	\$17,104
7	Construction Monitoring for permit compliance	2	4		8	8	\$1,396										\$1,396	\$1,396		\$1,436	\$1,436		\$134	\$134	\$500	\$500			\$500	\$500	\$500	\$1,396	\$1,396
8	Pre-installation meeting (RMA only, up to 2)																			\$10,716	\$10,716		\$1,810	\$1,810	\$500	\$500			\$500	\$500	\$500	\$10,716	\$10,716
9	Kit off & Site Visit (RMA only)																			\$17,240	\$17,240		\$1,810	\$1,810	\$500	\$500			\$500	\$500	\$500	\$17,240	\$17,240
10	RMA and CGS participation in weekly const. meetings (50% teleconference, 50% on site)																			\$13,660	\$13,660		\$1,366	\$1,366	\$500	\$500			\$500	\$500	\$500	\$13,660	\$13,660
11	Construction observation site visits for landscape architecture (up to 24)																			\$10,950	\$10,950		\$1,095	\$1,095	\$500	\$500			\$500	\$500	\$500	\$10,950	\$10,950
12	Construction observation site visits for architecture (2 site visits)																			\$2,660	\$2,660		\$266	\$266	\$500	\$500			\$500	\$500	\$500	\$2,660	\$2,660
13	Construction observation site visits for mechanical (2 site visits)																			\$2,800	\$2,800		\$280	\$280	\$500	\$500			\$500	\$500	\$500	\$2,800	\$2,800
14	Construction Observation for landscape (runoff protection features - Ph2)																			\$4,800	\$4,800		\$480	\$480	\$500	\$500			\$500	\$500	\$500	\$4,800	\$4,800
15	Construction Observation for pavement and foundation subgrade check																			\$4,800	\$4,800		\$480	\$480	\$500	\$500			\$500	\$500	\$500	\$4,800	\$4,800
16	Construction Observation for earth and berm																			\$3,373	\$3,373		\$337	\$337	\$500	\$500			\$500	\$500	\$500	\$3,373	\$3,373
17	Construction Observation for Electrical (4)																			\$2,660	\$2,660		\$266	\$266	\$500	\$500			\$500	\$500	\$500	\$2,660	\$2,660
18	Access road paving and geotechnical analysis (by contractor)																			\$2,884	\$2,884		\$288	\$288	\$500	\$500			\$500	\$500	\$500	\$2,884	\$2,884
19	Punch list site visit																			\$3,148	\$3,148		\$315	\$315	\$500	\$500			\$500	\$500	\$500	\$3,148	\$3,148
20	Input for contractor post-construction survey and reporting																			\$601	\$601		\$60	\$60	\$500	\$500			\$500	\$500	\$500	\$601	\$601
21	Final review post-punch list completion																			\$4,131	\$4,131		\$413	\$413	\$500	\$500			\$500	\$500	\$500	\$4,131	\$4,131
22	One year guarantee inspection																			\$4,104	\$4,104		\$410	\$410	\$500	\$500			\$500	\$500	\$500	\$4,104	\$4,104
23	Team meetings & coordination (up to 5)																			\$3,016	\$3,016		\$302	\$302	\$500	\$500			\$500	\$500	\$500	\$3,016	\$3,016
24	Review Drawings (Types survey by contractor)																			\$11,780	\$11,780		\$1,178	\$1,178	\$500	\$500			\$500	\$500	\$500	\$11,780	\$11,780
25	Additional Geotechnical Site Visits (if needed)																			\$500	\$500		\$50	\$50	\$500	\$500			\$500	\$500	\$500	\$500	\$500
26	Additional Geotechnical Site Visits (if needed)																			\$500	\$500		\$50	\$50	\$500	\$500			\$500	\$500	\$500	\$500	\$500
27	Foreign fish sampling (8 visits during phase 2 construction)																			\$33,403	\$33,403		\$3,340	\$3,340	\$500	\$500			\$500	\$500	\$500	\$33,403	\$33,403
Total Task C		196	267	267	673	673	\$114,317			0							\$114,317	\$114,317		\$97,116	\$97,116		\$10,254	\$10,254	\$500	\$500			\$500	\$500	\$500	\$114,317	\$114,317
TOTAL TASK A-C		305	353	353	1,005	1,005	\$180,867			0							\$180,867	\$180,867		\$130,866	\$130,866		\$57,888	\$57,888	\$500	\$500			\$500	\$500	\$500	\$180,867	\$180,867



August 29, 2013
Exhibit B

Snohomish County
J.A. Brennan Associates, PLLC
Kivik Point - Day Use Area - Fee Proposal Amendment #9
Phase 2 Bid and Construction Support

WORK ITEM	DESCRIPTION	JOB NO.	PHASE	TW	PA	DC	SS	AT	SV/VS	Total JAB Hour	Total JAB Labor	Total JAB Expenses	Total J.A. Brennan Labor/Exp	Total J.A. Brennan w/ Markup	Total RMA Engineering	Total Rollada Architecture	Total Electric	Total CGS Coastal Eng.	Total Gench	Total Backhoe	Total Equip. Commodity	Total Sub-contractors	Markup 100%	Grand Total
1	Monitoring and report administration			20			8		12	40	\$6,900	\$6,900	\$6,900	\$6,900									50	\$6,900
2	Compliance monitoring site visit to set vegetation monitoring plots at Ph1 (Ph1 Year 0)			8			12		12	20	\$3,197	\$3,000	\$3,497	\$3,497									50	\$3,497
3	Compliance monitoring site visit to set vegetation monitoring plots at Ph2 completion (Ph2 Year 0)			12			20		12	32	\$5,051	\$3,000	\$5,351	\$5,351									50	\$5,351
4	Compliance report at completion of construction for Phase 1			2			14		14	16	\$2,305	\$40	\$2,345	\$2,345									50	\$2,345
5	Compliance report at completion of construction for Phase 2			2			40		40	42	\$5,624	\$40	\$5,664	\$5,664									50	\$5,664
6	Welland scientist input from basecreek			2			2		2	4	\$672	\$0	\$672	\$672							\$3,100		50	\$3,100
7	(2) Annual site visits w/o reports but still with photos (years 3 and 4)			12			12		12	26	\$4,547	\$200	\$4,747	\$4,747									50	\$4,747
8	(3) Annual site visits for the report still with photos (year 1, 2, and 5)			15			30		30	48	\$7,278	\$300	\$8,028	\$8,028									50	\$8,028
9	Annual reports at years 1, 3 of Ph1, and Year 1, 2, 5 of Ph2 (Whole site)			36			56		56	92	\$14,642	\$300	\$14,942	\$14,942									50	\$14,942
10	Report Review with Parks - Teams meetings - (up to 8)			8			8		8	20	\$3,721	\$0	\$3,721	\$3,721									50	\$3,721
11	Final wetland buffer & berm vegetation monitoring report			2			20		20	40	\$6,817	\$40	\$6,857	\$6,857									50	\$6,857
12	LOMR Submission												\$700	\$700									50	\$700
13	CGS Site Monitoring for 3 years (up to 5 visits)												\$4,000	\$4,000									50	\$4,000
14	Fee reporting as needed & support for the 5-year monitoring (CGS only)												\$2,000	\$2,000									50	\$2,000
15	Up to 4 Adaptive management recommendation memos & design sketch			26			36		36	68	\$11,500	\$40	\$11,600	\$11,600									50	\$11,600
	Total Task D			152	0	0	358	0	12	468	\$72,772	\$1,260	\$74,032	\$74,032	\$0	\$0	\$0	\$13,500	\$0	\$3,100	\$0	\$0	\$0	\$11,600
	GRAND TOTAL TASKA-D			326	0	0	617	0	80	1,593	\$253,639	\$1,855	\$255,494	\$255,494	\$120,668	\$78,833	\$15,065	\$71,188	\$19,220	\$3,100	\$18,320	\$0	\$13,679	\$516,907