

**AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES, CONSTRUCTION MANAGEMENT SUPPORT BETWEEN SNOHOMISH COUNTY AND ANCHOR QEA, LLC.**

THIS AMENDMENT NO. 1 to that certain AGREEMENT FOR PROFESSIONAL SERVICES, PARK AND HABITAT CONSTRUCTION MANAGEMENT SUPPORT, dated April 19, 2021, (the "Agreement") is entered into as of this 28th day of November, 2022, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County"), and Anchor QEA, LLC, a Washington Limited Liability Company licensed to do business in the State of Washington (the "Contractor").

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree that the Agreement shall be amended as follows:

1. Schedule A, attached hereto and incorporated by this reference, is added to Section 1 of the Agreement as additional work to be performed under this Agreement.
2. Schedule B-1 ("Summary of Costs") and B-2 ("Summary of Subconsultant Services by Task"), attached hereto and incorporated by reference, are added to Section 3 of the Agreement as additional compensation under this Agreement.
3. Section 3.f. of this Agreement is amended to read in its entirety as follows:

Contract Maximum: Total charges under this Agreement, all fees and expenses included, shall not exceed \$909,850.48 for the initial term of this Agreement (excluding extensions or renewals, if any).

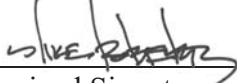
Except as expressly amended in this Amendment No.1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

This Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be duly executed as of the date set forth above.

“Contractor”

**ANCHOR QEA, LLC**

By:   
Authorized Signature  
Printed Name: Mike Roberts, PE, CCM  
Title: Principal Construction Manager / Partner  
Date: 10/18/2022

“County”

**SNOHOMISH COUNTY**

By:  Digitally signed by Lacey Harper  
Dave Somers Date: 2022.11.28 09:15:55 -08'00'  
Snohomish County Executive  
Date: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: /s/ Sean Reay  
Deputy Prosecuting Attorney  
Date: 10/14/2022

<b>COUNCIL USE ONLY</b>	
Approved	<u>11/22/2022</u>
ECAF #	<u>2022-1110</u>
MOT/ORD	<u>Motion 22-457</u>

**SCHEDULE A**  
**AMENDMENT 1**  
**SCOPE OF SERVICES**  
***Construction Management Services***  
***for***  
***Meadowdale Beach Park and Habitat Construction Support Consultant Services***  
***Contract No. RFQ -003-21SB***

Snohomish County has requested increased project management services to complete the Meadowdale Beach Park and Estuary Project (Project) due to staff changes in addition to other project changes. This Amendment modifies the agreement executed by Snohomish County on April 19, 2021, by adding the following scope of work and related budget. All portions of the original scope of work remain in effect, unless modified by this amendment.

**I. CONSTRUCTION ENGINEERING SERVICES**

**A. Project Administration.** No additional work

1. No additional services.

**B. Preconstruction Services**

1. No additional services.

**C. Construction Phase Services – Contract Administration**

1. Provide additional coordination with other project stakeholders, including Hansen (BNSF bridge designer), Shannon & Wilson (Geotechnical Engineer), Strider Construction (Contractor), Snohomish County staff and others.
2. Manage **Submittal** Process<sup>1</sup>. Increase level of effort.
3. Manage and track **RFI** (Request for Information) due to increased level of effort.
4. **Change Management**. Increase level of effort.
5. Monthly Pay Requests. Increase level of effort in the review of payment requests submitted by the construction contractor. The Owner will approve and process pay requests.

*Deliverables*

- Written correspondence
- Meeting Agendas and Notes
- Submittal Log
- RFI Responses and Log
- Change Order(s) Documentation
- Progress Pay Requests

**D. Construction Phase Services – Field**

1. Due to the project extending from one season to two seasons, provide additional oversight of the construction contract. Provide increased site coverage of the construction phase of work.
2. Develop a permit tracking spreadsheet for the environmental permit documents. This tracking spreadsheet will be updated periodically throughout the project and used by Snohomish County and Anchor QEA to monitor compliance with permit requirements.

*Deliverables*

- Daily Construction Reports with Project photos – submitted on a daily basis when present
- Reporting associated with Erosion and Sediment Control oversight
- Permit tracking spreadsheet.

**E. Civil Engineering and Design Support**

1. Provide additional design to develop and modify plans to demolish the picnic shelter and site a new picnic shelter to the north of the current location. This new picnic shelter will result in the need to modify grading, drainage, electrical, architectural, and other related plans. During construction, the existing picnic shelter was found to be structurally deficient and was demolished. The laser cut art panels will not be incorporated into the new picnic shelter. Snohomish County is to provide the selected design to permit design of the concrete pad. The Contractor will excavate test pits to permit the geotechnical engineer to determine the foundation requirements for the new picnic shelter. This geotechnical work will be under separate contract with Snohomish County.
2. Snohomish County will take the responsibility for the design and coordination of the steel art panels for the restroom enclosure. This scope and related budget are then reduced for this transfer of work.
3. Provide additional topographical survey support to address the project being shut down over the winter season. During this shutdown, the partially constructed estuary was impacted from increased winter flows, migration of the creek channel, and sedimentation. Secondly, the beach area has seen shifts in the beach from the time the design was developed and topographical information will be collected to determine what the beach topography is at the time of construction.

*Deliverables*

- Revised plan sheets to address the new location of picnic shelter.
- Survey information from additional surveys.

**F. Grant Related Support**

1. No additional services.

**G. Federal Railroad Administration (FRA) Grant Support**

- a. No additional services.

**H. Post Construction Monitoring**

- a. No additional services.

**SCHEDULE B-1**  
**Summary of Costs**  
**Amendment 1**

Project Name *Meadowdale Beach Park and Habitat Construction Support Consultant Services*  
 Client Snohomish County Parks and Recreation  
 Client Project No. **RFQ No. 003-21SB**  
 Anchor OEA No. **210723-01.01**  
 Date Prepared **10/10/2022**  
 Prepared By **Mike Roberts**

Task	Task Description	Principal \$278	Senior Manager \$246	Manager \$230	Staff 3 \$179	Staff 2 \$161	Senior CAD Designer \$141	Sr. Technical Editor \$139	Project Coordinator \$110
A	Project Administration								
B	Preconstruction Services								
C	Construction Phase Services - Contract Administration	80	40		90	60			
D	Construction Phase Services - Field	60		16	60	40			
E	Civil Engineering and Design Support	8	24	4			8		
F	Grant Related Support								
G	FRA Grant Support								
H	Post Construction Monitoring								
<b>Total Hours</b>		148	64	20	150	100	8	0	0
<b>Total Cost</b>		\$41,144	\$15,744	\$4,600	\$26,850	\$16,100	\$1,128	\$0	\$0

Total Hours	Total Labor Cost	Total Subcontractor Expenses	Total Reimbursable Expenses	Total Direct Expenses	Total Cost
-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
270	\$57,850.00	\$0.00	\$0.00	\$0.00	\$57,850.00
176	\$37,540.00	\$0.00	\$0.00	\$0.00	\$37,540.00
44	\$10,176.00	\$13,750.00	\$0.00	\$13,750.00	\$23,926.00
-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
490					
	\$105,566.00	\$13,750.00	\$0.00	\$13,750.00	\$119,316.00

**Subconsultant Overview**

William Stewart	Irrigation	\$2,000.00
Salt Studios	Architecture	\$3,500.00
Cross Engineers	Electrical	\$2,000.00
Swenson Say Fagét	Structural Engineer	\$2,000.00
DHA Surveyors	Survey	\$3,000.00
<b>Subtotal - Subconsultants</b>		<b>\$12,500.00</b>
Markup on Subconsultants @ 10%		\$1,250.00
<b>Total Subconsultant Amount</b>		<b>\$13,750.00</b>

# SCHEDULE B-2

**Meadowdale Beach Park and Habitat Construction Support Consultant Services**

Snohomish County Parks and Recreation

RFQ No. 003-215B

**Summary of subconsultant amounts by task**

10/10/2022

Task	Task Description	Total	Total w/ 10% Markup	Subconsultants					Anchor QEA Reimbursables				Expense Total by Task	
				William Stewart	Salt Studios	Swenson Say Fagét	Cross Engineers	Duane Hartmen & Assoc.	Mileage (Miles)	Turbidity Meter (Month)	Internet Service (Estimate)	Stream equipment (Cost)		
A	Project Administration													
B	Preconstruction Services	\$0.00	\$0.00											
C	Construction Phase Services - Contract Administration	\$0.00	\$0.00											
D	Construction Phase Services - Field	\$0.00	\$0.00							300				
E	Civil Engineering and Design Support	\$12,500.00	\$13,750.00	\$2,000.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,000.00						
F	Grant Related Support													
G	FRA Grant Support													
H	Post Construction Monitoring													
<b>Total Sub Amounts</b>		<b>\$12,500.00</b>	<b>\$13,750.00</b>	<b>\$2,000.00</b>	<b>\$3,500.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$3,000.00</b>						
Markup on Subconsultants @ 10%		\$1,250.00		\$200.00	\$350.00	\$200.00	\$200.00	\$300.00						
<b>Total Subconsultant Amount</b>		<b>\$13,750.00</b>	<b>\$13,750.00</b>	<b>\$2,200.00</b>	<b>\$3,850.00</b>	<b>\$2,200.00</b>	<b>\$2,200.00</b>	<b>\$3,300.00</b>						

Total Anchor QEA Reimbursable Costs	\$168.00													
Total Reimbursable Expenses	\$13,918.00													

Qty	300	0	0	0
Rate	\$0.56	\$290.00	\$100.00	\$1.00
Amount	\$168.00	\$0.00	\$0.00	\$0.00