

## **AMENDMENT NO. 6 TO THE AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 6 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment No. 6”) is entered into as of this 16<sup>th</sup> day of Dec. 2021, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and J.A. Brennan Associates, PLLC., a Washington Corporation (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, the current Amendment is necessary to address structural analysis for the pier after 2021 storm events; and
- H. Whereas, Scope of Work and budget have been negotiated for the proposed Amendment for the value of \$12,618 (Twelve thousand, six hundred eighteen dollars).

### **AGREEMENT**

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

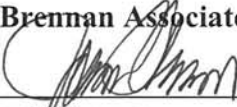
1. Section 1, entitled “Purpose of Agreement; Scope of Services” shall be amended to include tasks outlined in the attached Exhibit A, which is incorporated herein by this reference.

2. Section 3, "Compensation," shall be amended to increase the amount of compensation paid by County to Contractor. The Project Budget shall be amended to increase the Contract amount by \$12,618 (Twelve thousand, six hundred eighteen dollars), as provided in the attached Exhibit A.

3. Except as expressly amended in this Amendment No. 6, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be duly executed as of the date set forth above.


**J.A. Brennan Associates, PLLC**

By:   
James A. Brennan  
Principal, J.A. Brennan Associates PLLC  
Date: 12/1/2021

**SNOHOMISH COUNTY**

By: Lacey Harper Digitally signed by Lacey Harper  
Date: 2021.12.16 10:30:21 -08'00'  
Dave Somers  
Snohomish County Executive  
Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By:   
Director, Division of Parks and Recreation  
Date: 12/02/2021

**APPROVED AS TO FORM ONLY:**

/s/ Sean Reay DPA 12/3/2021  
By: \_\_\_\_\_  
Deputy Prosecuting Attorney  
Date: \_\_\_\_\_

<b>COUNCIL USE ONLY</b>	
Approved	<u>12/15/2021</u>
ECAF #	<u>2021-1035</u>
MOT/ORD	<u>Motion 21-459</u>



**Snohomish County**  
 J.A. Brennan Associates, PLLC  
 Kayak Point - Day Use Area - Amendment 6  
**Pier Structural Re-evaluation**

November 24, 2021  
**Exhibit B**

WORK ITEM Rate	DESCRIPTION	JB PM \$195.00	TW PLA II \$160.00	YD Designer II \$98.00	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	Grand Total
<b>A</b>	<b>Pier Condition Assessment</b>												
1	Review previous pier assessment, prep					\$0		\$0	\$71	\$713	\$713	\$71	\$784
2	Above water visual condition assessment of pier					\$0		\$0	\$358	\$3,578	\$3,578	\$358	\$3,936
3	Underwater inspection, Echelon (not included)					\$0		\$0	\$0	\$0	\$0	\$0	\$0
4	Prepare letter report & recommendations for pier	1	2		3	\$515		\$515	\$937	\$4,224	\$4,224	\$422	\$5,161
5	Review with County, finalize report	1	1		2	\$355		\$355	\$447	\$918	\$918	\$92	\$1,365
6	Coordination, PM, QA/QC, invoicing	1	1		2	\$355		\$355	\$447	\$924	\$924	\$92	\$1,371
	<b>Total Task A</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>7</b>	<b>1,225</b>	<b>0</b>	<b>1,225</b>	<b>2,261</b>	<b>10,357</b>	<b>10,357</b>	<b>1,036</b>	<b>12,618</b>
	<b>Total</b>												
<b>B</b>	<b>Optional Service - Diving Survey</b>												
1	Diving Survey	2	1		3	\$550		\$550	\$2,315	\$17,650	\$17,650	\$1,765	\$19,965
	<b>Total Task B</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>\$550</b>	<b>\$0</b>	<b>\$550</b>	<b>\$2,315</b>	<b>\$17,650</b>	<b>\$17,650</b>	<b>\$1,765</b>	<b>\$19,965</b>

Agreement for Professional Services Amendment No. 6 for Day-Use Improvements at Kayak Point Park  
**Exhibit A**

November 24, 2021  
File No. 242016.012

Mr. Jim Brennan  
JA Brennan Associates, PLLC  
2701 First Avenue, Suite 510  
Seattle, WA, 98121

- Reference:
- (1) Sub-consultant Contract, dated September 21, 2016, Kayak Point Regional Park Master Plan Updates and Improvements
  - (2) Consultant Amendment No. 1, dated February 6, 2018, Kayak Point Day Use Area Cost and Phasing Analysis
  - (3) Consulting Amendment No. 2, not applicable to Reid Middleton.
  - (4) Consulting Amendment No. 3, Dated January 7, 2019, Kayak Point 30% Design & Permitting, 60%, 90%, Final Design for 2 Construction Phases
  - (5) Amendment No. 4: Septic Tank Replacement & Repair

Subject: Amendment No. 5: Pier Condition Assessment

Dear Mr. Brennan:

We are pleased to submit the following proposal for pier condition assessment services for the Kayak Point Day Use Area project. These additional services are not included in the original project scope and fee. This letter serves as an amendment to our referenced agreement. The terms and conditions established by the agreement are unchanged except as noted below.

**A. PROJECT UNDERSTANDING**

The existing pier at Kayak Point Park had a previous condition assessment completed in December 2016 that included both an above-water condition assessment performed by Reid Middleton as well as a dive inspection (below-water) by Echelon Engineering as a sub-consultant to Reid Middleton.

In November 2021, the pier was subjected to significant wave action and impacts from driftwood and floating debris due to storm events. Snohomish County Parks & Recreation (Parks) has observed breakage and damage to the pier decking and

impacts to the overall pier structure. Parks would like the remainder of the pier structure (not considering decking, which will be replaced as needed by Parks maintenance staff) condition to be assessed to determine if there is any further damage to the pier that should be addressed at the current time or in the upcoming Day Use Area project.

**B. SCOPE OF SERVICES**

Reid Middleton will provide the following services:

1. Review previous assessment report for the pier.
2. Provide an above-water visual condition assessment of the pier structure (excluding decking). The condition assessment will be conducted by a two-person team and include assessment of the near-shore and top portions of the pier structure on foot and the off-shore pier structure with a small skiff.
3. Prepare a letter report summarizing the results of the condition assessment and recommendations for immediate repairs or additional repairs or replacement to be included in the upcoming Day Use Area project.
4. Attend a one-hour virtual (teleconference) review meeting with County to discuss any questions or comments on the condition assessment. After the review meeting, the report will be updated as needed and the final report submitted to the County.

DELIVERABLE (pdf digital format): Letter report for pier condition assessment including recommendations

**Exclusions:**

- Dive survey condition assessment for the timber pier piling. The previous dive survey condition assessment was completed in December 2016 (5 years ago). Dive inspection could be provided as an additional service through a separate contract amendment.
- Assessment beyond visual observation. The pier structure above water will be assessed through visual observation both from the top side and underside of the pier. No physical assessments techniques, such as hammer sounding, core drilling, etc. are included in this proposal.
- Revisions to Day Use Area project documents. Since it is unknown until the assessment is complete if there will be recommendations for additional

Mr. Jim Brennan  
JA Brennan Associates, PLLC  
November 24, 2021  
File No. 242016.012  
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repair or replacement items that should be incorporated into the Day Use Area project, it is recommended that any be incorporated separately as an additional service.

C. COMPENSATION

For services described in Section B, Reid Middleton shall be paid on a “time-plus-expenses” basis using the rates indicated in the attached Exhibit “A,” Schedule of Charges Effective July 1, 2021. We estimate the additional fee for this portion of the additional services to be Ten Thousand Three Hundred Fifty Seven dollars (\$10,357). We will not exceed this estimated amount without an approval from J.A. Brennan in advance.

We appreciate the opportunity to submit this proposed supplemental agreement.

If you have any questions or comments, please call me.

Sincerely,  
Reid Middleton, Inc.



Ding Ye, P.E.  
Associate Principal

Attachment

kel\H:\24Wf\2016\012A Kayak Pt Park Design Phase\Contract\Amend #5\20211122-Amend 5-Pier Condition Assessment.docx\bgm



## Estimate of Professional Services

728 134th Street SW  
 Everett, WA 98204  
 (425) 741-3800  
 (425) 741-3900 FAX

**PROJECT:** Kayak Point Day Use Area  
**PHASE:** Pier Condition Assessment  
**CLIENT:** JA Brennan/Snohomish County  
**PROJ. NO.:** 24-16-012

**BY:** bgm  
**DATE:** ##### **CHECKED BY:** WWA/KEL  
**REVISED:**

**FILE:** \\reidmiddleton.com\host\Doc\24\W\2016\012A Kayak Pt Park Design Phase\Contract\Amend #5\20211120-Amend 5-Pier Condition Assessment.xlsx\Pier Condition Assessment

Task No.	Description	Principal	Associate Principal	Project Engineer	Designer II	Designer I	Design Tech	Tech Writer II	Proj Admin	Total Labor hours	Total Labor Earnings	Computer	Mileage	Travel & Misc	Subs	Total Reimb	Labor & Reimb	
		WA	DY	JS	BM	CH	DO	EW	KL			hrs \$12	\$	cost	cost	15%		
<b>001 Pier Condition Assessment</b>																		
	Review previous pier assessment, prep			2	1	2				5	713	0					0	713
	Above water visual condition assessment of pier			12		12				24	3,420	0	100	50			158	3,578
	Underwater inspection, Echelon (not included)									0	0	0					0	0
	Prepare letter report & recommendations for pier			16	8			4		28	4,224	0					0	4,224
	Review with County, finalize report			4	2					6	918						0	918
	Coordination, PM, QA/QC, invoicing	1	2						2	5	924							
	<b>Hr Subtotal Task 001</b>	<b>1</b>	<b>2</b>	<b>34</b>	<b>11</b>	<b>14</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>68</b>	<b>10,199</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>50</b>	<b>0</b>	<b>158</b>	<b>10,357</b>
	<b>TOTAL HOURS</b>	<b>1</b>	<b>2</b>	<b>34</b>	<b>11</b>	<b>14</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>68</b>	<b>10,199</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>50</b>	<b>0</b>	<b>158</b>	<b>10,357</b>
	<b>SubTotal Cost</b>	<b>260</b>	<b>420</b>	<b>5,372</b>	<b>1,573</b>	<b>1,778</b>	<b>0</b>	<b>552</b>	<b>244</b>		<b>10,199</b>							
<b>Assumptions</b>		Percent of Total Hours: 1% 3% 50% 16% 21% 0% 6% 3%																
		Project Duration: 40 Wks Avg Wkly \$259																
Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary.																		
<b>TOTAL \$10,357</b>																		