

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Supplemental Agreement No. 5 _____ Briefing
 with the Washington State _____ Proposed Action
 Department of Transportation X _____ Consent
 to the Grand Avenue Park _____ Action
 Bridge Design contract _____ First Reading
 extending the time for _____ Second Reading
 completion, at no additional _____ Third Reading
 cost _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Heather Griffin
 Phone Number 425-257-7206
 FOR AGENDA OF March 23, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President [Signature]

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
16 th Street & Grand Avenue	12/3/2014 Professional Services Consultant Agreement	Supplement No. 5	Public Works

Amount Budgeted	\$14,800,000	
Expenditure Required	-0-	Account Number(s): 401 and PW3588
Budget Remaining	\$13,000,000	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Grand Avenue Park Bridge design provides for a utility and pedestrian crossing from Grand Avenue Park, over a steep slope, the Burlington Northern Santa Fe Railroad tracks, and State Route 529 (also known as West Marine View Drive) to the waterfront. Supplement No. 5 with the Washington State Department of Transportation provides for a no cost time extension to the design contract. The new completion date is amended to December 31, 2017.

RECOMMENDATION:

Authorize the Mayor to sign Supplement No. 5 with the Washington State Department of Transportation to the Grand Avenue Park Bridge Design contract extending the time for completion, at no additional cost to the City.



Supplemental Agreement Number <u>5</u>		Organization and Address KPF Consulting Engineers 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101	
Original Agreement Number 3588		Phone: (206) 622-5822	
Project Number	Execution Date 12/22/14	Completion Date 12/31/17	
Project Title Grand Avenue Park (Utility and Pedestrian) Bridge	New Maximum Amount Payable \$ 1,749,965.87		
Description of Work Continued design, permitting, and engineering services for the Grand Avenue Park (Utility and Pedestrian) Bridge for the City of Everett. Phases include services on the Utility Bridge (Phase 1A), Pedestrian Upgrades (Phase 1B), and West Marine View Drive Utilities (Phase 2).			

The Local Agency of City of Everett
desires to supplement the agreement entered into with KPF Consulting Engineers
and executed on 12/22/14 and identified as Agreement No. 3588

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No additional scope of work. ✓

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 12/31/17

III

Section V, PAYMENT, shall be amended as follows:

No change to the maximum amount payable; it remains as \$1,749,965.87.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: KPF Consulting Engineers

By: City of Everett

Thomas A. Whiteman 2/26/2016

Consultant Signature

Approving Authority Signature

Date

Exhibit G-1(a) Certification of Consultant

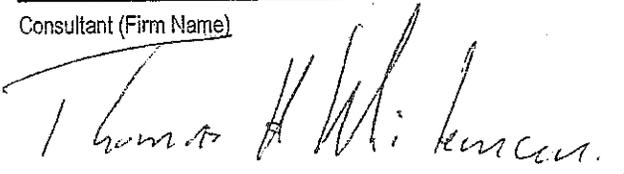
I hereby certify that I am the and duly authorized representative of the firm of
KPFK Consulting Engineers
whose address is
1601 Fifth Avenue, Suite 1600
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Everett
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

KPFK Consulting Engineers

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

3/2/2016

Date

Agreement Number: 3588