



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:50 PM) Amendment No. 5 to Professional Services Agreement with Contract Land Staff, LLC, in support of the Wyatt/Madison Roundabout Project - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward Amendment No. 5 to the Professional Services Agreement with Contract Land Staff, LLC, for approval with the September 10, 2019 Consent Agenda.

SUMMARY:

Amendment No. 5 to Agreement for Professional Services with Contract Land Staff, LLC, is for right-of-way acquisition services in support of the Wyatt/Madison Roundabout Project. This will be the last amendment to the contract, as the Wyatt/Madison right-of-way acquisition process is anticipated to be completed in September.

FISCAL IMPACT:

| | |
|------------------------------------|----------|
| Amount: | \$15,000 |
| Ongoing Cost: | |
| One-Time Cost: | \$15,000 |
| Included in Current Budget? | Yes |

BACKGROUND:

Amendment No. 5 to Agreement for Professional Services with Contract Land Staff, LLC, is for right-of-way acquisition services in support of the Wyatt/Madison Roundabout project.

ATTACHMENTS:

FISCAL DETAILS: There is \$3.7 million in the Life-to-Date general fund budget with \$3.0 million budget remaining and \$150,000 in the Water fund budget with \$120,000 left for this project.

Fund Name(s): Capital Construction Fund

Coding:

**AMENDMENT NO. 5 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on November 12, 2014, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Contract Land Staff, LLC, (“Consultant”).

WHEREAS, on November 12, 2014, the City and the Consultant entered into the Agreement to provide right-of-way acquisition services in the amount of \$90,000; and

WHEREAS, the Consultant has since changed its name from Roland Resources, Inc., to Contract Land Staff, LLC; and

WHEREAS, on March 13, 2017, the City and the Consultant executed Amendment No.1 to the Agreement to extend the term of the Agreement until December 31, 2017; and

WHEREAS, on December 12, 2017, the City and the Consultant executed Amendment No. 2 to the Agreement to further extend the term of the Agreement until December 31, 2018; and

WHEREAS, on January 2, 2018, the City and the Consultant executed Amendment No. 3 to the Agreement to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by \$10,000; and

WHEREAS, on April 8, 2019, the City and the Consultant executed Amendment No. 4 to the Agreement to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by \$40,000 and to further extend the term of the Agreement until April 30, 2019; and

WHEREAS, in order to complete the work described in the Agreement’s original scope of services, the City and the Consultant now desire to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by an additional \$15,000; and

WHEREAS, with the execution of this Amendment No. 5, the new maximum amount of compensation payable to the Consultant under the Agreement is now \$155,000; and

WHEREAS, the City and the Consultant desire to complete the work described in the Agreement’s original scope of services for, at most, the new maximum amount of compensation (\$155,000) and to further extend the term of the Agreement, for the last time, until December 31, 2019.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2.A is hereby amended to read as follows:

A. The City shall pay the Consultant for such services: (Check one)

Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of ~~One Hundred and Forty Thousand Dollars (\$140,000)~~ One Hundred and Fifty-Five Thousand Dollars (\$155,000);

Fixed Sum: a total amount of \$ _____;

Other: \$ _____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

2. Section 6.A is hereby amended to read as follows:

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~April 30, 2019~~ December 31, 2019, unless sooner terminated by either party as provided below.

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

CONTRACT LAND STAFF, LLC

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____