RESOLUTION NO. 20-0493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDDWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE BERGER PARTNERSHIP, P.S., FOR DESIGN OF THE 36TH AND MERIDIAN PARK PHASE ONE

WHEREAS, by passing Resolution 19-0449 on March 12, 2019, the City Council authorized execution of a Professional Services Agreement ("Agreement") with The Berger Partnership, P.S. ("Berger") for the 36th and Meridian Park Phase One Design and Construction Administration Services; and

WHEREAS, by passing Resolution 19-0466 on July 23, 2019, the City Council authorized execution of the First Amendment to said Agreement, addressing site entry safety concerns and related park layout impacts; and

WHEREAS, due to an onsite wetland not previously identified, the City requested Berger to adjust the park entry and surface water discharge location to avoid impacts; and

WHEREAS, the Washington State Recreation and Conservation Office (RCO) requested changes to the Cultural Resource Assessment prepared for the park prior to plan approval; and

WHEREAS, the additional work requires an amendment to the Agreement’s scope of work and compensation, which both parties desire;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDDWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into the Second Amendment to Professional Services Agreement, attached hereto, between the City of Edgewood and The Berger Partnership, P.S.


Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND THE BERGER PARTNERSHIP, P.S.

Section I. Date and Parties.

This document ("Second Amendment"), is dated the 26th day of February, 2020, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and The Berger Partnership, P.S. ("Consultant"). This Second Amendment modifies the Professional Services Agreement dated March 13, 2019, by and between the City and Consultant (the "Agreement"), and the First Amendment thereto dated July 24, 2019.

Section II. General Recitals.

A. The City and Consultant entered into the Contract for the purposes of allowing the Consultant to perform work on the 36th and Meridian Park, Phase One – Design and Construction Administration (Design).

B. Since the Contract was executed, the City requested adjustments to avoid a wetland not previously identified, and the Washington State Recreation and Conservation Office (RCO) requested changes to the Cultural Resource Assessment prior to plan approval. Therefore, the Consultant has been requested to perform additional work in addition to the agreed Scope of Work for the Design.

C. The parties have now determined that such an amendment is required as set forth in this Second Amendment and its Exhibits.

Section III. Amendments to the Agreement.

A. Section 1. Services by Consultant. Section 1 of the original Agreement is hereby amended by adding the Exhibit A attached to this Second Amendment to the Exhibit A mentioned in this Section 1, which is incorporated herein by this reference.

C. Section 4. Compensation and Hourly Rate. Section 4 of the original Agreement is hereby amended to read as follows:

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $304,700.00 $330,460.00, including all applicable tax, without written authorization and will be based on billing rates and rates and reimbursable expenses attached hereto as Exhibit “B.”

Section IV. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. The Second Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment. In the
case of any conflict between the terms of the Agreement, First Amendment, and Second Amendment, the provisions of the Second Amendment shall control.

DATED: This 26th day of February, 2020.

CITY OF EDGEWOOD
By: ____________________________

Its: Mayor, Daryl Eidinger

Date: February 26, 2020

CONSULTANT
By: ____________________________

Printed Name: Greg Brower
Its: Principal

Date: __________ Feb. 27, 2020

ATTEST:

______________________________
City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

______________________________
City Attorney