

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

Date: March 13, 2008

Agenda Item: A-4

SUBJECT: Skate Board Park

CONTACT PERSONS: Deborah Knight



ISSUE:

The issue before the City Council is to:

1. Authorize the Mayor to sign the Third Amendment to the agreement with Capital Architects (Attachment A) so the architect can proceed with the work.
2. Approve the design prepared by Capital Architects (Attachment B).
3. Authorize staff to call for bids once the specifications are complete.

SUMMARY STATEMENT:

In order to advertise for public bids for the proposed Skate Board Park improvements construction drawings and bidding documents are required to identify the location and extension of the improvements to the perspective bidders. Since the City has no capabilities in auto-CADD to prepare these drawings, an outside source is required. Staff has a working relationship with Capital Architects, Everett, and recommends that their contract be revised to include needed services. A copy of proposed Addendum No. 3 is attached which describes the additional services that the Capital Architects will perform.

On February 7, 2008 the City of Sultan held an Open House for the public with the Target Audience being the future users of the park. A representative from a Skate Board Park Construction Company was present to describe the plans and design to the people attending the Open House.

Comments from the Public attending the February 7, 2008 Open House:

- "I think the Skate Park is fine how it is." Derek Chardain
- "It's fine but we can lose number 10." Jesse Mack
- "I think it's a great idea. Keep up the great work!" No name given
- "I think that it's alright but I would put a bench where number 10 is." Nolan Honeywell "Looks Great! Maybe just add a bench and a drinking fountain.

- Love the design." Marci Owens
- "Skate Park looks awesome, a bench where the 10 box would be awesome." Geoff Trickett
- "Place a combination light/surveillance pole at the SE corner of the Skate Board Property. This location will allow 4 lines of sight for the cameras." Darnell Koenig

These comments have been incorporated into the design presented to Council.

FISCAL IMPACTS:

The maximum amount payable under the proposed Capital Architects, Inc. contract is \$14,750 and will be paid from the Park Impact Fee account.

TENATIVE SCHEDULE/STEPS:

Addendum approved	March 13, 2008
Authorization to proceed w/design	March 25, 2008
Advertise project for construction	April 30, 2008
Open bids	May 12, 2008
Recommendation of award	May 15, 2008
Approve contractor	June 4, 2008
Notice to proceed	July 1, 2008
Complete construction	September 30, 2008
Close project	March 2009

RECOMMENDATION:

1. Authorize the Mayor to sign the Third Amendment to the agreement with Capital Architects (Attachment A) so the architect can proceed with the work.
2. Approve the design prepared by Capital Architects (Attachment B).
3. Authorize staff to call for bids once the specifications are complete.

COUNCIL ACTION:

Action Date:

**THIRD ADDENDUM
BY AND BETWEEN THE CITY OF SULTAN AND
CAPITAL ARCHITECTS**

THIS Third ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and Capital Architects (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on March 22, 2006, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of Architectural Services and

WHEREAS, the Service Provider has successfully completed the assigned tasks; and

WHEREAS, the City desires to extend the services to include additional work of an architectural nature; and

WHEREAS, the City desires the Service Provider to provide services in conjunction with a planned Skate Board Park and other park planning issues; **NOW THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment Project Title of the Agreement. Project Title of the Agreement is hereby revised to provide in its entirety as follows:

Architectural Services in conjunction with the City's Skate Board Park Improvements and general assistance to the City in other areas as approved by the City Council.

Section 2. Amendment of the time of service:

The time of service for this agreement will be in effect from March 1, 2008 through September 30, 2008.

Section 3. Amendment of Maximum Payable:

The maximum payable under this extended agreement shall be in accordance with the attached Proposals, dated January 30, 2008 and February 26, 2008.

- Preparation of construction specifications: \$7,900
- Assistance in bidding/bidding documents: \$5,600
- Additional architectural fee: \$1,250

Section 4. Effect of Addendum. This 3rd Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this 3rd Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this 3rd Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 2008.

CITY OF SULTAN:

By: _____
Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer I D Number: _____
Address: _____
Phone: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

Attachments: Proposal, dated February 26, 2008
Proposal, dated January 30, 2008