



**King County**

12804

Executed in 4 Counterparts  
Counterpart No. 1

**AMENDMENT NO. 5 to CONTRACT NO. P43024P  
AGREEMENT FOR PROFESSIONAL SERVICES FOR  
BRIGHTWATER PROJECT OVERSIGHT SERVICES**

WHEREAS, King County ("County") has a contract with R. W. Beck, Inc., ("Consultant"), numbered P43024P ("Agreement"), executed on March 10, 2005, to perform certain professional services, including providing independent oversight and monitoring of the design, and at the County's option, the construction of the treatment plant, conveyance facilities and marine outfall elements of the Brightwater Project; and

WHEREAS, on March 24, 2006, the parties executed Amendment No. 1 to the Agreement;

WHEREAS, on March 27, 2007, the parties executed Amendment No. 2 to the Agreement;

WHEREAS, on March 13, 2008, the parties executed Amendment No. 3 to the Agreement;

WHEREAS, on May 2, 2008, the parties executed Amendment No. 4 to the Agreement;

WHEREAS, the parties wish to amend the Agreement to reflect the transfer of management of this Agreement within the County from the Department of Natural Resources and Parks, Wastewater Treatment Division to the Metropolitan King County Council (the "County Council").

NOW THEREFORE, in accordance with Section 4 of the Agreement, the parties agree to the following modifications contained in this Amendment No. 5 (the "Amendment"):

1. Management of this Agreement on behalf of King County is hereby transferred from the King County Department of Natural Resources and Parks, Wastewater Treatment Division to the Metropolitan King County Council. For all future work, the County Council shall be responsible for administering this Agreement, and the County Council may, in accordance with the Agreement terms, amend the Agreement to add or remove scope of work.
2. For this Amendment and all future work, it is acknowledged and agreed that the first two lines of the first paragraph on page 1 of the Agreement, which states, "THIS AGREEMENT, made and entered into by and between King County, through the Department of Natural Resources and Parks, Wastewater Treatment Division ("County")[,]" shall be understood to mean "THIS AGREEMENT, made and entered into by and between King County, through the Metropolitan King County Council ("County")."

3. For this Amendment and all future work, delete **Section 2, Administration and Supervision**, paragraph A, in its entirety and replace with the following:
  - A. COUNTY. Management and general supervision for the Agreement will be the responsibility of the County Council.
    1. The chair of the County Council shall be identified in writing at the time of execution of the Agreement. The chair of the County Council is the only authorized County legislative official who may sign amendment(s) and authorize changes to the Total Price, Period of Performance, and Fixed Professional Fee.
    2. An employee of the King County Council Auditor's Office, an office established within the County's legislative branch that reports to and assists the County Council, hereinafter called the "Project Representative," shall perform day-to-day management of this Contract. The Project Representative is identified in Section 20, Notice and may be changed in writing by the chair of the County Council or the County Auditor, as the chair's designee.
      - a. Unless otherwise indicated in writing by the chair of the County Council or the County Auditor, as the chair's designee, the Project Representative will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, Exhibit B attached hereto and incorporated by reference, provided the changes do not impact the Total Price, Period of Performance, and the Fixed Professional Fee.
      - b. The Project Representative will also be responsible for determining when the Consultant has satisfactorily performed all work and for ensuring that the Consultant complies with provisions of this Agreement, including nondiscrimination and affirmative action requirements.
4. For this Amendment and all future work, delete Section 4. Changes in Work, paragraph A, in its entirety and replace with the following:
  - A. Any direction from the County to perform work that results in an increase or decrease in scope, changes to the Total Price or Period of Performance, or changes impacting the Fixed Professional Fee shall be made only by an amendment prior to the work being performed. The chair of the County Council is the only person who may sign amendments.
5. For this Amendment and all future work, all remaining references to "Department Director" not specifically modified in paragraphs 4 and 5 above, shall mean the chair of the County Council.
6. For this Amendment and all future work, delete Section 20, Notice, in its entirety and replace with the following:
  - A. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party or twenty-four hours after mailing to the place of business set forth below, whichever is earlier.

**King County:**

**The Consultant:**

The Metropolitan King County Council, via  
The King County Council Auditor's Office  
Room W-10333, King County Courthouse  
516 Third Avenue  
Seattle, WA 98104  
Attn: \_\_\_\_\_

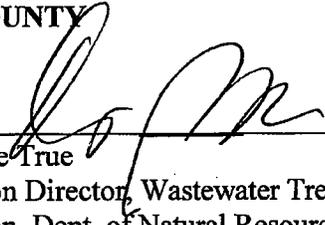
R.W. Beck, Inc.  
1001 Fourth Avenue, Suite 2500  
Seattle, WA 98154-1004  
Attn: Russell Stepp, National Director

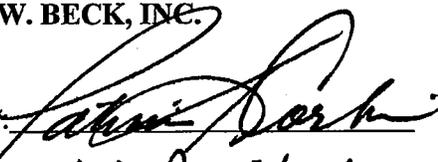
7. All other terms and conditions of the Agreement are to remain in full force and effect.

In witness whereof, the parties hereto have accepted this Amendment No. 5, which will become effective upon execution by the County.

**KING COUNTY**

**R.W. BECK, INC.**

By:   
Christie True  
Division Director, Wastewater Treatment  
Division, Dept. of Natural Resources & Parks

By:   
Title: Vice President

DATE: 5/23/2008

DATE: 5/22/08

By: \_\_\_\_\_  
The Honorable Julia Patterson  
Chair, Metropolitan King County Council

DATE: \_\_\_\_\_