

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT  
FOR LANDSCAPE ARCHITECT SERVICES**

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**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **R.W. Droll, Landscape Architect PS.**, a Washington corporation (the “Consultant”).

**Recitals**

1. On May 16, 2011, the City and the Consultant entered into a *Professional Services Agreement for Landscape Architect Services* (“Agreement”).
2. The term of the Agreement was to run until May 1, 2012, with compensation not to exceed Two Hundred Eighty Thousand, Eight Hundred Sixty Three and 50/100 Dollars (\$280,863.50).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and Contractor, and that modifications of its terms need to be in writing and signed by both parties.
4. On November 22, 2011, the City and Consultant entered into Amendment No. 1 supplementing the scope of services, extending the term of the agreement to December 31, 2012, and increasing total compensation to \$288,563.50.
5. On March 12, 2012, City and Consultant entered into Amendment No. 2 supplementing the scope of services and increasing total compensation to \$298,679.50.
6. The City and the Consultant desire to further amend the agreement to increase its compensation for additional consultant services outlined in *Amendment #3 - Project Scope of Work/Fee* attached hereto as Exhibits “A.3” and “B.3,” Amendment #3 to each.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Section 4 of the Agreement, COMPENSATION, is hereby amended as follows:
  4. Compensation.

Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed ~~Two Hundred Ninety Eight Thousand, Six Hundred Seventy Nine and 50/100 Dollars (\$298,679.50)~~ Three Hundred Eight Thousand, Nine Hundred Seventeen and 50/100 Dollars (\$308,917.50) calculated on the basis of the Hourly labor charge rate schedule for Contractor’s personnel attached hereto as Exhibit “B.3.”

All remaining provisions of the *Professional Services Agreement for Landscape Architecture Services* dated May 16, 2011; Amendment No. 1 to the Agreement dated November 22, 2011; and Amendment No. 2 to the Agreement dated March 12, 2012, and not here amended or supplemented shall remain as written in said Agreement and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this **Amendment No. 3** of the Agreement as of the date and year written above.

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven R. Hall, City Manager  
P.O. Box 1967  
Olympia, WA 98507-1967

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

**R.W. Droll, Landscape Architect PS.**

By: \_\_\_\_\_  
R.W. Droll  
4405 7th Avenue, SE  
Lacey, WA 98503

## Ward Lake Park Amendment #3

### Scope of Work

This assignment includes the Professional Services necessary for the preparation of a Grounds Maintenance Cost Estimate for Ward Lake Park Master Plan by Robert W. Droll, Landscape Architect, PS (RWD) for Olympia Parks, Arts & Recreation (hereinafter, Client). The assignment will define the Grounds Maintenance Tasks associated with Landscape, Irrigation, Restroom, Hardscape, Waterfront, Play Facilities, Buildings and General Site Improvements and estimated the frequency by week/month by which these Tasks will be performed.

### Basis of Proposal

This Scope and Fee Proposal is based upon discussions with Client Staff.

### Scope of Services

RWD proposes the following Scope of Services to accomplish this assignment.

#### **Task 1 Define Scope of Maintenance Program w/ Client Staff**

Meet with Client and review list of Maintenance Tasks, begin to define Maintenance Tasks. Deliverable Products will an Excel Spreadsheet defining Grounds Maintenance Tasks, production rates, task frequencies by month, hourly costs, subtotals and the grand total for Grounds Maintenance Cost per year.

#### **Task 2 Survey and Clear East/West Property Line, Map Preparation**

RWD will clear the east/west property line and install stakes to allow Parks to understand the location of the property line in the field. KPFF prepared 3 different maps illustrating, original ownership, Yelm Highway ROW take and an easement map on the behalf of Parks at the request of RCO.

#### **Task 3 Client Review**

RWD will meet with Client to review progress; RWD/client will render changes to Spreadsheet during this meeting.

#### **Task 4 Evaluation of Mitigation Potential for Briggs Urban Village**

Development of Ward Lake Park will result in permanent loss of shoreline vegetation as well as loss of associated wetland. The City of Olympia will be required to mitigate for these losses and is considering accepting ownership of the Briggs Urban Village Arboretum property, and preserving it through a conservation easement or other permanent protection device, as part of its mitigation plan. The City has requested RWD to conduct a brief evaluation of the Arboretum site's potential to be accepted by the agencies as part of Ward Lake Park's mitigation plan.

RWD will schedule meetings with representatives from the City of Olympia and Washington State Department of Ecology and provide them with an overview of the magnitude of impacts associated with development of Ward Lake Park. We will use the meeting(s) to obtain feedback on whether, and to what extent Park development impacts might be mitigated by providing permanent protection of the arboretum property.

RWD will research the Briggs Urban Village approval conditions to discover any encumbrances on the property that may affect the Arboretum's potential to fulfill Ward Lake's mitigation.

**Attachment A**

RWD will prepare a brief (1 to 2 page) memorandum summarizing our findings.

**Additional Services, Excluded Services**

Specific items that are not within the scope of work/services include, but are not limited to, the following. RWD can provide these services as an additional service.

- Materials Costs are a broad estimate and are not intended to be specific.
- Management and Supervision Costs are not included.
- Recreation Programming, Waterfront Safety and Lifeguard Staffing Costs are prepared by others.
- Grounds and Building Repair/Replacement Costs will not be projected.

**Professional Fee**

RWD will perform the Scope of Services on a Lump Sum Basis founded on the Professional Services Scope of Services and Fee shown on Exhibit B.

## EXHIBIT B.3

6/13/2012

Amendment #3 fee maintenance.xlsxWard Lake Maintenance

## Ward Lake Park Master Plan - Amendment #3

## Attachment B

Olympia Parks, Arts &amp; Recreation Department

**Project Scope of Work / Fee**

| #  | Tasks   | Total               | RWD                       |             |                |             |          |          | KPPF        |
|--|---|---------------------|---------------------------|-------------|----------------|-------------|----------|----------|-------------|
|  |   |                     | Bob Droll/Project Manager |             | Land. Tech III |             | Clerical |          |             |
|  |   |                     | hours                     | total       | hours          | total       | hours    | total    |             |
| 1.00   | Identify, Quantify & Categorize Maintenance Tasks- Assign costs | \$ 2,400.00         | 4                         | \$ 500.00   | 20             | \$ 1,900.00 |          | \$ -     | \$ -        |
| 2.00   | Survey and Clear East/West Property Lines, Map Preparation      | \$ 2,798.00         | 2                         | \$ 250.00   |                | \$ -        | 1        | \$ 48.00 | \$ 2,500.00 |
| 3.00   | Client Review   | \$ 250.00           | 2                         | \$ 250.00   |                | \$ -        |          | \$ -     | \$ -        |
| 4.00   | Evaluation of Mitigation Potential for Briggs Urban Village     | \$ 4,500.00         | 12                        | \$ 1,500.00 |                | \$ -        |          | \$ -     | \$ -        |
| Tasks Subtotal   |   | \$ 9,948.00         | 8                         | \$ 1,000.00 | 20             | \$ 1,900.00 | \$ 1.00  | \$ 48.00 | \$ 2,500.00 |
| Subconsultant Administration                             |   | \$ 250.00           |                           |             |                |             |          |          |             |
| Direct Expenses (plots, phone, reproduction, mail, etc.) |   | \$ 40.00            |                           |             |                |             |          |          |             |
| <b>Professional Services Amendment Fee Total</b>         |   | <b>\$ 10,238.00</b> |                           |             |                |             |          |          |             |