

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
FOR
ARCHITECTURAL SERVICES**

This Professional Services Agreement ("Agreement") is dated effective this ____ day of _____, 2012. The parties ("Parties") to this Agreement are the **City of Olympia**, a Washington municipal corporation ("City"), and **MSGS Architects**, a Washington corporation ("Contractor").

RECITALS:

1. On March 7, 2012, the City and the Contractor entered into a *Professional Services Agreement for Architectural Services* ("Agreement").
2. The Agreement provides that no provision may be amended or modified except by written agreement signed by the Parties.
3. Services are not yet completed and the City and Contractor desire to amend the Agreement to modify the scope and budget.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement, SERVICES, is hereby amended to read as follows:

Contractor shall provide the services more specifically described in **Exhibit "A" and Exhibit A-1**, attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative. Services shall be provided pursuant to Exhibit "B," Conditions of Agreement, incorporated herein by reference.

2. Section 4.1 of the Agreement, TOTAL COMPENSATION, is hereby amended to read as follows:

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed ~~Two Hundred Ninety-one Thousand Three Hundred Fifty and No/100 Dollars (\$291,350.00)~~ **Three Hundred Eighteen Thousand Five Hundred Seventy-one and No/100 Dollars (\$318,571.00)** calculated as follows:

- (i) Contractor's Fee. An amount not to exceed ~~Two Hundred Eighty-six Thousand Three Hundred Fifty and No/100 Dollars (\$286,350)~~ **Three Hundred Eleven Thousand Five Hundred Seventy-one and No/100 Dollars (\$311,571.00)**, and

3. All remaining provisions of the *Professional Services Agreement for Architectural Services* entered into on March 7, 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 Contractor have executed this **Amendment No. 1** 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

Date: _____

APPROVED AS TO FORM:



Assistant City Attorney

I certify that I am authorized to enter into this agreement on behalf of the company:

Contractor's Printed Name

By: _____
(Signature)

(Printed Name)

Its: _____
(Title)

(Address)

(Phone)

Date of signature: _____



EXHIBIT A-1

October 22, 2012
Revised October 24, 2012
Revised November 5, 2012

Mr. Rick Dougherty, Project Manager
CITY OF OLYMPIA
PO Box 1967
Olympia, WA 98507

**RE: ARCHITECTURAL SERVICES FOR:
THE WASHINGTON CENTER FOR PERFORMING ARTS EXTERIOR REPAIRS
OLYMPIA, WASHINGTON**

**SUBJ: AMENDMENT REQUEST NO. 1 TO:
PROFESSIONAL SERVICE AGREEMENT BETWEEN
MSGs ARCHITECTS AND THE CITY OF OLYMPIA**
ADDED SCOPE:
1) STRUCTURAL ENGINEERING
2) SIGN DESIGN
3) INFRARED SURVEY OF ROOF

Dear Rick:

MSGs Architects proposes the following ADDITIONAL design services and related fees to provide the Washington Center for Performing Arts (WCPA) with exterior repairs to the building, referred to here as AMENDMENT NO. 1. This Amendment Request is tied to the original agreement's CONDITIONS OF THE AGREEMENT, Exhibit B to PSA, signed by me on March 6, 2012.

Brief History. At the time of the original contract between the City of Olympia and MSGs Architects, the scope of work was defined as work described in Option C of the KMB Design Considerations Report, which did not include new awnings, loading dock canopy, banners, marquee sign, cutting holes in the wall for new windows, and removal/replacement of the existing column and beam at the entry canopy. All these items have been added through the design process of the last 10 months. We had identified \$5,000 in our original contract for structural engineering services.

SCOPE OF SERVICES

This amendment request is for:

ADDITIONAL SERVICES:

- (1) Structural Engineering;
- (2) Design of the new blade sign;

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- (3) Infrared scanning of the roof to determine what areas of the roof's existing insulation can be re-used.

FEE PROPOSAL

ADDITIONAL SERVICES:

The additional services below will be billed on a time (hourly) and material basis. If the hours are not used, the City will not be charged for those un-used hours.

(1) AHBL Consulting Engineers

Structural Engineering Design:	
Principal: 6 hours x \$205 per hour:	\$ 1,230
Proj. Mgr: 10 hours x \$165 per hour:	\$ 1,650
Proj. Engr 4: 52 hours x \$130 per hour:	\$ 6,760
Engr. Tech: 46 hours x \$110 per hour:	<u>\$ 5,060</u>
SUBTOTAL:	\$14,700

Construction Phase Services:	
Proj. Mgr: 2 hours x \$165 per hour:	\$ 330
Proj. Engr 4: 21 hours x \$130 per hour:	\$ 2,730
Engr. Tech: 8 hours x \$110 per hour:	<u>\$ 880</u>
SUBTOTAL:	\$ 3,940

As-Built Documents:	
Proj. Engr 4: 6 hours x \$130 per hour:	\$ 780
Engr. Tech: 2 hours x \$110 per hour:	<u>\$ 220</u>
SUBTOTAL:	\$ 1,000

=====	
STRUCTURAL ENGINEERING FEE:	\$19,640
Structural fee in original contract:	<u>(\$5,000)</u>
SUBTOTAL:	\$14,640
MSGs 10%:	<u>\$ 1,464</u>
SUBTOTAL:	\$16,104

\$16,104

(2) MSGS Architects

Sign Conceptual Design:	
32 hours x \$150 per hour:	\$ 4,800
Meetings: 4 @ 2 hours each:	
8 hours x \$150 per hour:	\$ 1,200
Drafting:	
16 hours x \$75 per hour:	\$ 1,200
=====	
ARCHITECTURAL FEE:	\$ 7,200

\$ 7,200

(3) Colbert Infrared Services, Inc.

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Infrared Survey of Roof (attached):	\$ 1,743	
MSGs 10%	\$ 174	
	=====	
SURVEY FEE:	\$ 1,917	\$ 1,917
		=====
TOTAL ADDITIONAL SERVICES REQUEST:		\$25,221
REIMBURSABLE ALLOWANCE:		\$ 2,000
(see below)		

DIRECT REIMBURSABLES: For deliverables not included in the basic and additional services fees as noted above, MSGS will invoice according to the attached 2012-2013 fee schedule rates.

Please review the amendment request outlined above to verify the scope accurately describes your understanding of what is needed.

We have begun work already on this scope of work.

Sincerely,

MSGs ARCHITECTS



R. William Sloane, AIA | LEED AP
Partner | Architect

cc: Debbie Sullivan, City of Olympia



o 360 943 6774 / 360 352 7005
www.msgsarch.com

msg architects

510 capitol way south
olympia, washington 98501

MSG ARCHITECTS FEE SCHEDULE – 2012-2013 RATES

HOURLY RATES

Additional Services provided by MSGS Architects requested beyond scope described in the basic services fee proposal:

Principal-in-Charge performing PIC tasks	\$150
Project Design	\$125
Specifications Writing	\$125
CAD Drafting/Modeling	\$75
Sub-Consultants	per firm's current rates + 10% mgmt/admin charge

DIRECT REIMBURSABLES

Direct reimbursable costs will be charged over and above the basic services fee proposal. We anticipate these to include travel (mileage only), plan review application fees for permitting, and requested reprographics beyond what is outlined in the deliverables noted in the Scope of Work.

In-House Reimbursable Rates will be invoiced as follows:

Large Format Prints	\$ 2.50 each
Mileage	\$ 0.495 per mile (or per OFM guidelines for State projects)
Photocopies	\$ 0.10 each
Color copies	\$ 0.75 each (up to 11 x 17)
Binding	\$ 1.50 each
Digital files on CD-rom	\$12.50 for first CD (includes set up)
	\$ 8.50 each thereafter

Services by Vendors: Direct Cost + 10% service charge
i.e. reprographics shops, plan review fees, shipping

CONTRACTING CONSULTANT

MSGS Architects UBI No. C 600 127 446
510 Capitol Way South Federal Tax ID No. 91-0912807
Olympia WA 98501
phone 360-943-6774 ext-108 | fax 360-352-7005
email: bills@msgarch.com

Member of the American Institute of Architects - AIA

Consultant maintains professional liability insurance through RLI Insurance Company in the amount of one million dollars (\$1,000,000) each claim & two million dollars (\$2,000,000) annual aggregate.

Consultant maintains general liability insurance through the Hartford Insurance Group.



October 23, 2012

Mr. Garner Miller
 MSGS Architects
 510 Capital Way South
 Olympia, WA 98501-1204

Project: The Washington Center for the Performing Arts Remodel, AHBL No. 2120663.20
 Subject: Proposal for Structural Engineering Services

Civil Engineers

Dear Garner:

Structural Engineers

Thank you for the opportunity to submit this proposal for structural engineering services for The Washington Center for the Performing Arts Remodel project. Our scope of services is listed below.

Landscape Architects

Community Planners

Our scope will include the design and detailing of the following items, from design development through construction phase closeout:

Land Surveyors

- Design and detailing of entry canopy on West Elevation, including phased design of existing building column removal, shoring, and new steel framing installation.
- Design and detailing of steel awnings on West and East Elevations.
- Design and detailing of steel banner pole supports.
- Design and detailing for attachment of rainscreen to building.
- Design and detailing for support and attachment of new marquee sign on West Elevation.
- Design and detailing for new concrete (or GFRC) trim elements at windows and parapet cornices.

Neighbors

Structural Engineering Design – Task 00

1. Coordinate with Architectural consultant.
2. Prepare structural calculations.
3. Prepare engineered construction drawings.
4. Review cost estimates prepared by others.
5. Review specifications prepared by MSGS Architects.
6. Review the existing drawings.
7. Visit the site to observe, verify, and/or supplement information noted on the existing drawings. This work is limited to review of structural members and connections that are easily visible and accessible. This scope of work allows 4 hours for one site visit.

SEATTLE

1200 6th Avenue, Suite 1620
 Seattle, WA 98101-3117
 206.267.2425 TEL
 206.267.2429 FAX

www.ahbl.com

Mr. Garner Miller
 September 24, 2012
 2120663.20
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8. Coordination with MSGS during design. This scope of work allows up to 16 hours, including coordination meetings at MSGS office.

Construction Phase Services – Task 21

9. Review shop drawings, test reports, and contractor-requested changes as they relate to the design. This scope of work allows up to 6 hours.
10. Observe construction, which includes visits to the site at appropriate intervals to become familiar with the quality and progress of the work, as it is relative to the primary structural system, and prepare observation reports. This scope of work allows up to 12 hours for two site visits.

As-Built Document Development – Task 22

11. Coordinate and review construction submittals and document redlines.
12. Coordinate and prepare as-built documents in .DWG and .PDF format for submission to Client.

Reimbursable Expenses – Task 90

13. Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-8	Structural Engineering Design	T-00	\$14,700
Items 9-10	Construction Phase Services	T-21	3,940
Items 11-12	As-Built Document Development	T-22	1,000
Item 13	Reimbursable Expenses	T-90	T&E
Total (does not include T&E item)			\$19,640

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you, and make adjustments as necessary.

Some of the tasks listed are influenced by factors outside of our control. Therefore, based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks, due to circumstances beyond our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.

Mr. Garner Miller
October 23, 2012
2120663.20
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Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, i.e., geotechnical, material testing, and other specialists, if required by the review agency.
- b) Costs associated with reconsiderations of agency decisions.
- c) Costs associated with substantial redesign after preparation of design development drawings.
- d) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- e) Structural engineering associated with contractor's erection means, methods, and sequences.
- f) Mechanical or electrical services.
- g) Development of an opinion of probable construction costs.
- h) Dividing the design work into more than one phase of work.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

The following items will need to be submitted to us before we can commence work:

- Signed contract.

If you find this proposal acceptable, please sign and return both copies of the enclosed contract to our office. Please note that each page of the contract must be initialed to indicate that you have read and agree with the terms. We will return one copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (206) 267-2425.

Sincerely,

Ryan L. Hester
Structural Project Engineer

RLH/lsk/el

Enclosures

c: Accounting
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Colbert Infrared Services, Inc.
IR EQUIPMENT, SALES, INSPECTIONS & TRAINING

March 28, 2003

Bill Sloane
msgs architects
510 Capitol Way South
Olympia, WA 98501

Dear Bill,

Thank you for contacting Colbert Infrared Services, Inc. regarding our roof moisture inspection services. I have prepared a proposal for your approval. The proposal includes some basic information about our technicians and equipment, as well as some general information about the types of inspections that we offer.

Please pay particular note to the section titled "scheduling" on the second to last page. We are pleased to be able to offer significant scheduling flexibility to allow for an inspection the moment the right weather conditions are present.

Please do not hesitate to call me at 206-568-4431 should you have any questions regarding rates, scheduling or the services we provide.

Kind regards,

Rodney

Rodney Bridges
(206) 568-4431x102
rodney.bridges@colbertinfrared.com



Colbert Infrared Services, Inc.
IR EQUIPMENT, SALES, INSPECTIONS & TRAINING

Proposal for an Infrared/Capacitance Roof Moisture Inspection

Monday, October 22, 2012

We, Colbert Infrared Services, Inc. hereby propose to perform an infrared roof moisture inspection on roofing areas and levels as directed.

This proposal is for: Washington Center for Performing Arts. The Estimated Total Size is: **20,000** Sq. Ft.

Technical specifications of services to be provided by Colbert Infrared Services, Inc:

Equipment:

Infrared Camera
Hand-Held 320 X 240 Focal Plane Array
Seven (7) Cameras Owned and Available

- I. Features: Designed to perform in severe environmental conditions,
 Correct for emissivity, ambient temperature, and object distance
 76,800 radiometric pixels for high resolution
- II. Working Range:
 From 2 feet away records temperatures for objects as small as 0.031 inches square
 From 75 feet away records temperatures for objects as small as ½ Inch Square.
- III. Measurement Accuracy: Plus or Minus 2 degrees Celsius
- IV. Sensitivity: Within 0.1 degree Celsius
- V. Temp. Measurement Range: From -4 degrees Celsius up to 2,200 degrees Celsius
- VI. Analysis Features Available On-Site:
 Calculation of Minimum, Maximum, and Average temperatures for customer defined areas
 Vertical and horizontal temperature line profiling
 Movable spotting capability to measure and record temperature pinpoints
 Real-time temperature differential measurement
- VII. Digital Storage of Images Up to 700 12-bit images, complete with 30 seconds of voice annotation/analysis
- VIII. Filters Built-in flame/high temperature filter
- IX. Continuous Zoom 1X to 4X Zoom
- X. Weight Less than 5 lbs. for maximum portability.



Colbert Infrared Services, Inc.
IR EQUIPMENT, SALES, INSPECTIONS & TRAINING

Technicians:

- I. 20+ years of Thermographic inspection and analytical experience
- II. A permanent staff of five (5) certified thermographers
- III. Thermographic experience includes:
 - Preventive/Predictive Maintenance (PPM) program consulting
 - Process monitoring
 - Establishment of I/R programs
 - Heat Loss and Roof Moisture inspections
 - Infrared Research and Development
 - Development and delivery of in-house training courses
- IV. Certification:
 - Academy of Infrared Thermography
 - American Society of Nondestructive Testing (ASNT)

Methods of Moisture Testing:

- I. Infrared:

The entire roof surface is scanned with an infrared camera, which uses the thermal patterns of the wet areas to create a visual picture of the effected areas. Wet areas are accurately outlined on the roof surface. Hard copy documentation can be provided in the form of thermograms and photos of wet areas, a video-tape (with audio track) of the inspection, and/or scale roof plans.
- II. Capacitance:

Two low frequency signals are transmitted from conductive pads on the bottom of the instrument. Relative moisture is calculated by measuring the resistance between the two signals. The entire roof surface is tested and wet areas are outlined on the roof surface. Hard copy documentation can be provided in the form of photos of wet areas, a video-tape (with audio track) of the inspection, and/or scale roof plans.

Benefits:

The Infrared camera will see the thermal difference between wet and dry roof insulation based on the temperature of the roof's surface. Wet areas can be quickly tested and outlined using surveyors paint. Thermograms (Infrared Photos) can be taken of the wet areas for hard copy documentation. An infrared video-tape can be recorded during the inspection, which allows for a future review of the roof without having to make the climb again.

Limitations:

Infrared testing is based on the temperature of the roof surface; therefore, daytime shading and warm air venting onto the roof surface can cause abnormal thermal patterns. Also, since infrared sees the accumulation of moisture within the insulation, the insulation material must be absorbent. (e.g.: Fiberglass, fiberboard, perlite. Extruded polystyrene or other moisture resistant foam materials do not allow for testing with infrared. When those materials are present, moisture can be detected with capacitance equipment.

Scheduling:

Colbert Infrared Services, Inc. has a full staff of certified thermographers, trained in both infrared and capacitance testing, and an full inventory of infrared cameras and capacitance testing equipment which allows us to offer great flexibility in the scheduling of your roof inspection. This is a particularly important feature, since scheduling is first and foremost constrained by the weather. The inspection must be done in dry weather conditions, and there must not be any standing water on the roof. Generally, infrared inspections are held after sunset, while capacitance can be done during normal working hours. We have the resources to meet your schedule when the weather cooperates.



Colbert Infrared Services, Inc.
IR EQUIPMENT, SALES, INSPECTIONS & TRAINING

Fee Schedule

"Can you afford to miss even one problem?"

This inspection for msgs architects will include:

Paint on Inspection Outlining on roof of all wet areas as seen in infrared or measured by Capacitance
(Paint on inspection does not include thermograms or reports.)

1 (one) Cover Page to summarize the findings (Delivery is within 7 - 10 working days)**

Rates:

- Report with Color Thermograms \$ 80.00 _____ per report
- Report Generation \$ 75.00 _____ per hour
- Extra Roof levels \$ 50.00 _____ per roof level
- CD \$ 75.00 _____ per tape
- Travel Time \$ 25.00 _____ per hour
- Per Diem \$175.00 _____ per day
- Mileage \$.65 _____ per mile
- Service Call Local \$ 65.00 _____ per day
- Shipping and Handling \$ 30.00 _____ per report
- Core Cuts \$ 25.00 _____ each

Item	Number	Rate	Extension
Labor	1	1,500.00	\$ 1,500.00
Service Call	1	65.00	\$ 65.00
Travel Time	3	25.00	\$ 75.00
Mileage	120	0.65	\$ 78.00
Core Cuts	1	25.00	\$ 25.00
TOTAL			\$ 1,743.00

* If the Square footage differs from estimated square footage as indicated above, the price will be adjusted.

EXTRAS:

AUTOCAD: Full blue print of roof level(s) and all mechanical units with outlined areas of all affected areas.

- (Up to 250,000 Sq. Ft.) \$ 850.00 with existing files or plans
 \$ 1,000.00 without existing plans
- (250,000 to 500,00 Sq. Ft.) \$ 1,050.00 with plans
 \$ 1,300.00 without plans
- (Over 500,000 Sq. Ft.) \$ 200 per 100,000 Sq. Ft. with plans
 \$ 250 per 100,000 Sq. Ft without