

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
Mithun, Inc.
Geographic Information and Computer Visualization Services

THIS AMENDMENT is made and entered into this / 5th day of February, 2013, by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the "City"), and Mithun, Inc., a Washington corporation (the "Contractor").

Recitals

1. On November 1, 2012, the City and the Contractor entered into a *Professional Services Agreement for Geographic Information and Computer Visualization Services* ("Agreement").
2. The term of the Agreement was to run until February 1, 2013, with compensation not to exceed Forty Five Thousand Dollars (\$45,000.00) calculated as more specifically set forth in Exhibit B.
3. The City and the Contractor desire to amend the Agreement to extend the term and to modify the total compensation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 2 of the Agreement, **TERM**, is hereby amended to read as follows:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than ~~February 1, 2013~~ March 31, 2013 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

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

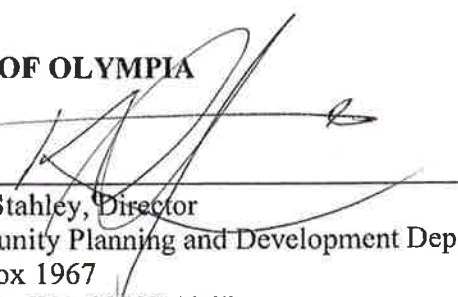
4.1 **Total Compensation**. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed ~~Forty Five Thousand and 00/100 Dollars (\$45,000.00)~~ Sixty-One Thousand and 00/100 Dollars (\$61,000.00) calculated as follows:

- (i) Calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B;" and
- (ii) **Reimbursable Expenses**. The actual customary and incidental expenses incurred by Contractor in performing the Services including printing, copying, binding and other expenses associated with report preparation, travel and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed One Thousand and 00/100 Dollars (\$1,000.00).


3. All remaining provisions of the *Professional Services Agreement for Geographic Information and Computer Visualization Services* dated November 1, 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: 
Keith Stahley, Director
Community Planning and Development Department
P.O. Box 1967
Olympia WA 98507-1967
Date: 2/1/13

APPROVED AS TO FORM:


Deputy City Attorney

Mithun, Inc.

By: 
Bruce L. Williams
VP/COO
1201 Alaskan Way
Seattle, WA 98101
Phone: 206-623-3344
Date of Signature: 2.1.13
DAVID W GOLDBERG
PRESIDENT

February 01, 2013

Mr. Keith Stahley, Director
Community Planning and Development
City of Olympia
P.O. Box 1967
837 7th Avenue SE
Olympia, WA 98507-1967

Re: Olympia Visualization Model and Planning Support – Additional Scope

Dear Keith:

At your request, we are pleased to provide a proposal to provide additional services related to the Downtown Visualization Model. We believe that the current model provides a robust platform for ongoing analysis and scenario visualization.

Purpose

We understand that the primary purpose of the additional services requested is to inform the Shoreline Master Program development. The stated interest of Council members was to develop the visualization to a level of detail beyond the development envelope representation included in our prior deliverable. Below are details describing our scope of work and fee estimate, based on our project understanding.

Scope of Work and Tasks

The work will be completed in three phases:

- Phase 1: Scenario definition, data collection and verification
- Phase 2: Model scenarios and verify representation with City staff
- Phase 3: Brief council members and final refinements prior to publication

Schedule

We understand that the intent of this additional scope is to inform the Shoreline Master Program process. The next hearing is scheduled for 2/26/13. Our intent is to complete the additional scope with sufficient time to be presented to the Council and public on 2/26/13. In order to achieve this aggressive schedule, the full project team, City staff, consultants, and Council Members will need to commit to the review schedule and timeframes. The proposed schedule to meet project goals including review periods is listed below.

2/4/13: Notice to Proceed

2/6/13: Required data and scenario definition information delivered to Mithun

2/8/13: Review of scenario definition and parameters by City staff and approval to proceed

2/11 – 2/15/13: Mithun to model shoreline scenarios

2/15/13: City staff detailed review of shoreline scenarios and approval or comments delivered.

[In-person meeting at Mithun offices.]

2/15 – 2/18: Mithun final refinements of model and deliverables

2/19-2/21: Council member briefings to review model deliverables

2/22 – 2/26: Final refinements to model deliverables

2/26/13: Final deliverables published for public review. *[Mithun to attend hearing to be available for questions.]*

mithun.com

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San Francisco, CA 94104

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Phase 1: Scenario definition, data collection and verification

This phase will occur over one week and will be a critical time for City staff to work with Mithun and potentially coordinate with ESA Adolfson to define the intent and content of shoreline scenarios. Based on Council direction, this scope of work will further develop the current model and scenarios in areas of interest on West Bay Drive. This is also delineated on the study area map.

We understand that the intent of this scope of work is to develop the scenario visualization in these three areas of interest to include a possible building form rather than a possible development envelope; to add likely vegetation and trails that would be within the shoreline vegetated buffer; and to represent people to show scale. Possible building forms will be represented from the shoreline view only, and visualization may not constitute modeling of a complete building on each shoreline parcel. We understand that the possible shoreline development and buffers in these three areas of interest should be developed under two regulatory contexts:

- Scenario C: Existing Land Use/Zoning regulations and City Council proposed SMP standards
- Scenario D: Existing Land Use/Zoning regulations and Planning Commission proposed SMP standards

Because this scope is not a design exercise, Mithun will need to work very closely with City staff to develop an agreed definition of the above scenarios. To do so, we will require the following information, which was not part of the data received from the City for the development of the model to date.

- Sections showing likely vegetation and trails to occur in the vegetated setback in existing, City Council proposed, and Planning Commission proposed SMP standards. These may be available in the work developed to date by ESA Adolfson.
- Definition of how the shoreline should be treated in the visualization; if it desired to vary from the current shoreline location. Will possible edge treatment in the SMP scenarios impact the shoreline edge location?
- Definition of plausible development form within the maximum development capacity envelope: the recommended level of detail for possible buildings includes accurate building height, a roof form based on the likely use, and an indication of windows based on the likely use and number of floors. Mithun will work with City staff to define standard rules that will define the plausible building form resulting from the development capacity envelope, likely use, and zoning standards. We do not recommend that specific building designs are incorporated into this visualization, although property owners may have building designs or future plans. Including specific designs would require a level of data and code interpretation that cannot likely be verified in the timeframe of the proposed project schedule.

This phase includes a due date for all data and information from the City. Mithun will provide a description of the scenario development and definition for City staff review. City staff will review and approve the scenario definition and any needed adjustments before Mithun proceeds to Phase 2.

Phase 2: Model scenarios and verify representation with City staff

In Phase 2, Mithun will use the scenario definition, data, and information provided by the City staff, and model more detailed scenarios C and D, as described above. As noted, further model development will be limited to the shoreline areas of interest, and to adding specific content to further illustrate the SMP proposals. In addition to developing the model, Mithun will also mock-up the video deliverables for Council and public viewing. This phase includes a detailed review by City staff of all three scenarios to confirm the defined standards are properly represented, the interpretation of plausible building forms, the representation of the shoreline edge, and that all other information shown in the visualization is accurate to the best of staff's knowledge. City staff will review and approve the scenario modeling and describe any needed adjustments

before Mithun proceeds to Phase 3. City staff will also review the proposed views in the video mock-ups and suggest any modifications to these.

Phase 3: Brief council members and final refinements prior to publication

The final phase includes review of the model deliverables and preparation for public release of the materials. Phase 3 includes preparation of the final draft videos depicting the shoreline for Scenarios C and D, in the areas of interest. Deliverable preparation also includes a brief slide presentation describing the intent, scope of work, and methodology.

After final draft deliverables are prepared, City staff will facilitate scheduling and conducting a briefing of City Council members. At a minimum, it is recommended that Councilmember Langer, as chair of the Land Use and Environment Committee, is briefed. Mithun will participate in these briefings (1 staff member attendance), and incorporate feedback as directed by Council and City staff, prior to public release of the materials. Final refinements will be made to deliverables and City staff will approve the final deliverables for publication.

Software

The work will be performed by the Consultant using a combination of ESRI ArcGIS, ESRI CityEngine, Lumion Pro, Revit Architecture, 3ds Max and SketchUp. The City will provide GIS data layers and building data to the Consultant. Development scenarios will be modeled in Revit Architecture, ESRI CityEngine or SketchUp. Model elements will be combined into a Lumion model, where trees, people, selected textures and environment will be added.

Project Deliverables

- Key map of study area identifying areas of interest included in this scope of work.
- Lumion Model depicting Scenarios C and D, with further visualization development as described above. Lumion, CityEngine, SketchUp, 3ds Max and Revit source files are available and can be provided as required by City. The City will need to purchase the appropriate software and licenses to have the capacity to edit the model. The model delivery does not include software licenses.
- Videos, depicting the shoreline for scenarios C and D.
- Presentation slides describing the intent, scope of work, and methodology.
- Technical memo documenting methodology.

Level of Detail

The Downtown Model will be a working product that the City will use for a variety of urban design studies and be will updated periodically. The level of accuracy of this model is only intended for urban design analysis purposes. It is not intended to be used for construction-level documentation, environmental impact assessment, or for legal reference. The level of detail for this Scope of Work is as follows:

- 1) *Topographic Base:* The topographic base will be constructed in CityEngine using the GIS data from the City. The topographic base, including the shoreline, will extend out over the entire Study Area, with varying degrees of simplification to balance an appropriate reflection of existing conditions with usability and flexibility of 3D model.

- 2) *Scenarios:* Potential development will be included as part of the model, with the ability to be turned on and off as needed. This will include Scenarios defined by the City, to depict maximum development capacity or a range of potential futures based on proposed regulations. If building forms are included in these scenarios, they will be modeled at levels of detail "1 or 2".
- 3) *Size and Usability of Model:* Usability of the model is of utmost importance. It will be developed in a manner that allows for easy navigation and editing without undue delays because of model complexity and/or file sizes.

Level of Detail Representative Images: *Note, these images represent outputs from Lumion*

LOD 1, City of Bellevue Model



LOD 2, City of Bellevue Model



Assumptions

- Unless noted otherwise, all coordination will occur via phone and web conference with Community Planning and Development staff. No allowance for client meetings other than those described above is included. Meeting attendance is available as an additional service on an hourly basis.

- There is a small allowance for reimbursable expenses described in the scope above; additional printing and copying are available at the terms included in the attached Agreement for Professional Services.
- GIS mapping and analysis other than as described in the above scope of work is excluded; however is available as an additional service.
- Master Planning or urban design services are excluded; however available as an additional service
- All data provided will be delivered in a timely matter by the City to coincide with scope tasks listed above. All applicable regulations, setbacks, and policies will be provided by the City, including those from the Olympia Municipal Code, Comprehensive Plan, and Shoreline Master Program.
- Level of accuracy for model is to “Urban Design” quality – not for legal standards or construction, including environmental impact analysis.

Data and Information from the City

The City will provide the following information to the Consultant for use in this scope of work:

- 1) City GIS and LiDAR data, as available, including but not limited to shoreline, Shoreline Master Program scenarios, setbacks, and other relevant and available data.
- 2) Downtown Study Area Plan and Downtown Land Use Code provisions, including applicable regulations from the Olympia Municipal Code, Comprehensive Plan, and Shoreline Master Program.
- 3) Sections depicting possible vegetation, trails, and development within the shoreline setback in each of the Shoreline Master Program scenarios.
- 4) Information regarding desired edge treatment in Shoreline Master Program scenarios.
- 5) Information regarding desired depiction of shoreline location in scenarios.
- 6) Definition of likely land use for each parcel in the three shoreline areas of focus, to inform plausible building form within the allowable development envelope in Shoreline Master Program scenarios.

Data and Model Verification by the City

The City will be responsible to verify the modeled data that the Consultant will prepare, based on data sources from the City. The purpose is to confirm accuracy for the model’s intended purpose, and to confirm that any analysis of data required is correct. Items to be verified include:

- 1) Shoreline location and edge treatment in all scenarios.
- 2) Build-out scenarios based on existing regulations and proposed Shoreline Master Program regulations or other defined scenarios.

Estimated Fee and Level of Effort

Based on the above scope of work, we estimate a total fee of approximately \$16,000. The fee will vary based on the final scope of the scenarios, and the quality of available data.

This scope of work will be completed on an hourly basis, Not To Exceed \$16,000, using the hourly rates listed below. These rates are effective through February 28, 2013. The Consultant reserves the right to modify hourly table after this date. The below chart indicates the consultant level of effort estimated for each phase of work.

Basic Services

Phase 1	30 hours	\$ 4,000
Phase 2	50 hours	\$ 6,800
Phase 3	40 hours	\$ 5,200
Total Estimate	120 hours	\$16,000

Hourly Rates

Staff Level 1 \$235/hr.	Staff Level 5 \$140/hr.	Staff Level 8 \$100/hr.
Staff Level 2 \$200/hr.	Staff Level 6 \$130/hr.	Staff Level 9 \$90/hr.
Staff Level 3 \$175/hr.	Staff Level 7 \$110/hr.	Staff Level 10 \$75/hr.
Staff Level 4 \$165/hr.		

We value our partnership with the City of Olympia and appreciate the opportunity to support you with this important scope of work.

Please let me know if you have any clarifications or comments on this proposal. You can reach me at 206-971-3413.

Sincerely,



Erin Christensen, AIA LEED AP, Associate Principal

Cc: file