

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
KC-349-22-E**

This Fifth Contract Amendment to Professional Services Contract is entered into between Kitsap County (the "County"), a municipal corporation, and Rice Fergus Miller, Inc., a Washington For-Profit Corporation (the "Contractor").

WHEREAS, the parties entered into a Professional Services Contract (the "Contract") effective May 10, 2022 and designated by the County as KC-349-22, for certain services;

and

WHEREAS, the parties now wish to amend the Contract to add services and compensation;

and

WHEREAS, such additional services will be performed by a subcontractor to the Contractor and, in accordance with Section 8.4 of the Contract, the County wishes to consent to use by the Contractor of the subcontractor, with the Contractor being solely responsible for the performance of, and payment to, the subcontractor;

NOW, THEREFORE, THE PARTIES AGREE THAT THE CONTRACT IS AMENDED AS FOLLOWS:

1. The above recitals are incorporated herein as if fully set forth.
2. The Contract is amended to update the Terms of Agreement for Design Services found in Attachment A: SCOPE OF WORK, COMPENSATION, AND CONTRACTOR'S TERMS AND CONDITIONS. Which is attached hereto and incorporated herein.
3. The Contract is amended to add the services and compensation described in Exhibit E: Supplemental Services Agreement, which is attached hereto and incorporated herein.
4. The contractor is solely responsible for the performance of, and the payment to, the subcontractor and no provision in Exhibit E may be interpreted as imposing any duty on the part of the County with respect to the subcontractor or as granting any right or remedy to the subcontractor with respect to the County, nor may any provision in Exhibit E be interpreted as modifying the general terms and conditions contained in the Contract.
5. Except as modified herein, the provisions of the Contract remain in effect.
6. This contract amendment is effective upon mutual execution.

Signature on next page

This Contract Amendment shall be effective upon execution by the parties.

RICE FERGUS MILLER, INC.



Signature

Gregory Belding

Name

Principal

Title

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON
NOT PRESENT**

KATHERINE T. WALTERS, Chair



CHRISTINE ROLFES, Commissioner



CHARLOTTE GARRIDO, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board





ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100
Bremerton, WA 98337
Phone: (360) 377-8773
rfmarch.com

KC-349-22
Account 1132
Trak: T000403
Date: 9/9/2024

Terms of Agreement for Design Services

Date of Agreement: August 23, 2024 (SSA 06 R1)
Project: Pacific Building – Mile Hill Temporary Housing Facility
Project No.: 2021056.01 (KC-34-22)
KC-349-22

I. COMPENSATION

Compensation for Professional Services is billed as an hourly service or percentage of project completion. Compensation for Additional Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2024 HOURLY BILLING RATES

| | |
|-------------------------------|-----------------------|
| Principal in Charge: | \$ 250.00 - \$ 300.00 |
| Senior Planner: | \$ 130.00 - \$ 200.00 |
| Project Manager: | \$ 170.00 - \$ 250.00 |
| Project Architect: | \$ 120.00 - \$ 180.00 |
| Project Designer: | \$ 100.00 - \$ 170.00 |
| Interior Designer: | \$ 100.00 - \$ 150.00 |
| Senior Interior Designer: | \$ 150.00 - \$ 200.00 |
| Administrative Support Staff: | \$ 100.00 - \$ 140.00 |

The rates and multiples set forth above shall be annually adjusted in accordance with normal salary review practices of Rice Fergus Miller, Inc.

III. CONSULTANTS

The costs of consultants and subcontractors for model construction, artist’s renderings, etc., when required and authorized by the Owner, shall be billed at a markup of twelve percent (12%) the expenses incurred by Rice Fergus Miller, Inc.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for professional services and include printing and reproduction; film and processing; CAD plotting; long distance telephone charges; postage, express delivery, and courier charges; transportation and parking; and automobile use. Except as noted above, reimbursable expenses shall be billed at a markup of twelve percent (12%) the expenses incurred by Rice Fergus Miller, Inc., to cover taxes, insurance, and administrative costs.

~~V. INVOICING AND PAYMENTS~~

~~Invoices shall be rendered monthly for services and for reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify the Architect in writing of any~~

Article V removed from contract
Inky Haley, RFM
10/18/2024

disputes with the amount of any monthly invoices within thirty (30) days of receipt by the Owner shall be considered acceptance of those invoices for payment under this agreement. Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, Rice Fergus Miller, Inc. may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by Rice Fergus Miller, Inc. resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

1. **Limitation of Liability:** The Owner and Rice Fergus Miller, Inc. have discussed the risks, rewards and benefits of the project and Rice Fergus Miller, Inc.'s total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, Rice Fergus Miller, Inc.'s total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of Rice Fergus Miller, Inc.'s total fee for services rendered on this project.
2. **Ownership of Documents:** The Owner acknowledges Rice Fergus Miller, Inc.'s documents as Instruments of Professional Service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Rice Fergus Miller, Inc. as Instruments of Professional Service shall remain the property of Rice Fergus Miller, Inc. In the event the Owner uses these Instruments of Professional Service without retaining Rice Fergus Miller, Inc. as the author of the Instruments of Service, the Owner releases Rice Fergus Miller, Inc. and their consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless Rice Fergus Miller, Inc. and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

Article VI removed from contract
Inky Haley, RFM
10/18/2024

DW

9/10/2024

Owner Initial

Date

Doug Washburn
Director

Exhibit E: Supplemental Services Agreement



ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100
Bremerton, WA 98337
Phone: (360) 377-8773
rfmarch.com

Supplemental Services Agreement

Project: Pacific Building – Mile Hill Temporary
Housing Facility

Owner: Kitsap County Department of
Human Services

Date of Original Agreement: May 10, 2022

SSA No.: 006 R1 – August 23, 2024
Project No.: 2021056.01 (KC-34-22)

In accordance with the Agreement referenced above, authorization is hereby given to:

- proceed with Additional Services
- proceed with revised scope of Basic Services
- incur Reimbursable Expenses

Task Title: Additional CA (Construction Administration)

Provide additional CA services that fall outside the agreed upon scope of work as impacted by, but not limited to:

- Owner requested changes
- Unforeseen building conditions
- Schedule extension, assuming 8 weeks

Additional tasks completed or pending issuance

| | |
|--|---|
| CCD-001 Entry Post Investigation | CCD-055 Storm Drainage |
| CCD-005 Building Sign | CCD-056 Gym Window Damage Exploration |
| CCD-006 Demo & Wall Assemblies | CCD-058 Bike Shelter Removal |
| CCD-007 Racquetball Exterior Wall | CCD-059 Site Electrical |
| CCD-008 Existing Window Periphery Demo | CCD-060 Window Flashing |
| CCD-009 Admin Ceiling and Roof Eave Demo | CCD-061 Interior Wood Trim |
| CCD-014 Walls at Racquetball Rooms | CCD-062 Mansard Flood Light Replacement |
| CCD-015 Ceilings at Racquetball Rooms | CCD-063 Gym Lighting Replacement |
| CCD-016 Mold Remediation | CCD-064 Electric Kitchen |
| CCD-017 Racquetball Wall Finish | CCD-067 Racquetball Exterior Wall Rebuild |
| CCD-018 GWB Replacement | CCD-069 Split Fence Infill & Guardrail |
| CCD-019 Reception Desk Replacement | CCD-070 Building Sign Upsize |
| CCD-020 Entry Post Plinth | PR-002 Window Replacement |
| CCD-022 Wood Flooring Demo | PR-003 Wood Flooring Replacement |
| CCD-025 Utility Wall Reframe | PR-009 Fence Add |
| CCD-026 Top Chord Refit | PR-011 Skylight Replacement |
| CCD-033 Exterior Sheathing Repair | PR-012 Racquetball Windows |
| CCD-035 Roof Sheathing Repair | PR-013 Roof Ventilation |
| CCD-036 Roof Drains | PR-014 Soffit Vent Screen Replacement |
| CCD-038 Ceiling Insulation Replacement | PR-015 Admin Door Replacement |
| CCD-040 Reception Desk | PR-016 Gym Lighting Replacement |
| CCD-041 Concrete Debris | PR-018 Parking Lot Pavement |
| CCD-045 Hose Bib Add | PR-021 Enclose Exposed Piping |
| CCD-053 Additional Soils | PR-025 Exterior Hose Bibs |

Compensation shall be adjusted as follows:

| | |
|-----------------|----------------|
| Architectural* | \$60,000 |
| Civil | \$7,728 |
| Food Service | \$2,016 |
| MEPF | <u>\$6,160</u> |
| Total Fixed Fee | \$75,904 |

*The requested Architectural fee excludes additional services provided at no cost to Owner, which amounts to \$32,000 at minimum. Additional CA services for scope outside of the contract documents will be provided on an hourly basis as requested by the Owner at our standard hourly rates in addition to the fixed fee stated above.


| | |
|-------------------|----------------|
| Architectural T&M | \$40,000 |
| Civil T&M | \$4,480 |
| Structural T&M | <u>\$4,480</u> |
| Total T&M NTE | \$48,960 |

Total Additional Fee Requested = \$124,864 Maximum

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

Submitted by:

Authorized by Owner:

By: 
Printed Name: Greg Belding
Title: Principal
Date: August 23, 2024

By:
Printed Name:
Title:
Date:

END OF SUPPLEMENTAL SERVICES AGREEMENT



N.L. Olson & Associates, INC.

Engineering, Planning & Land Surveying

**Pacific Building Conversion
Contract Amendment #1**

**Rice Fergus Miller Architects
Attn: Inky Haley**

August 14, 2024

N.L. Olson & Associates Inc's (NLO's) original contract with RFM for this Pacific Building Conversion project estimated \$5,000 for Construction Administration (CA) services to be provided on a Time and Materials (T&M) basis. NLO has provided CA services for several requested tasks since that time and we have exceeded the hours associated with that original estimate as a result.

The work associated with the following list of items needs to be billed to the CA services. These services went beyond the estimated CA tasks such as submittal review and routine RFI response:

- Redesign services required for the relocation of Fire Protection Vault. The vault location was changed to move out of planter and into paved area at Owner's request. This required site plan revisions and updates on plan sheets that showed the redesign.
- Investigation and inspection for the roof downspouts and associated underground piping at contractor's request. This work involved revising plans and two on-site visits.
- Investigated the rockery near gas line (RFI) via site visit.
- Supporting submittals and completion for Water Developer's Extension Contract due to late review from West Sound Utility District. Multiple communications were involved as well as utility plan revisions and re-submittals, an estimate and assistance with the DEC checklist. Attendance at the West Sound commissioner's meeting was also necessary.
- Investigate soils near vault installations at contractor's request (including a visit from Geotechnical Engineer). Involved was soil sampling and testing. This led to investigating the possibility of pavement repair/overlay due to low areas in the parking lot.
- Investigated and provided information regarding Filterra® treatment device installation elevations at contractor's request, which mainly involved an on-site visit and meeting with the contractor.

- Provided elevation information for generator pad at contractor's request, including sketches to show possibilities of elevations adjustments.
- Provided general CA support as requested responding to questions.

Additional Fee Requested \$6,900

In addition, because further CA engineering services are expected to be required to reach site construction and permit closeout completion, we need to ask for additional T&M budget. Therefore, we request adding **\$4,000.00**. Note that if the additional services are not requested, the added budget will not be used.

Therefore, the total Contract Amendment #1 for additional CA services = \$10,900.00

Please let me know if you would like to discuss this further or if you have any questions.

Thank you,



Norm Olson, P.E.
Principal,
N.L. Olson & Associates, Inc.

CLEVENGER ASSOCIATES

FOODSERVICE AND LAUNDRY
DESIGN/CONSULTING

PO Box 811
Elma, Washington 98541
(360) 482-1163 • FAX (253) 841-7435
E-mail: brent@clevengerassoc.com
www.clevengerassoc.com

August 2, 2024

Ms. Inky Haley, RA, CDT, CCCA
Principal
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337

**Re: Kitsap County Human Services-Pacific Building | Port Orchard, Washington
Foodservice Consulting Extra Services - CA Phase**

Dear Inky,

As requested by email, we are amending our original proposal form dated November 11, 2022. All terms and conditions contained in the original proposal still apply.

We understand that the project will now move to the Construction Phase. Given this, we will now add Construction Administration services to our scope. Tasks for each of these phases are as follows:

Construction Administration Phase:

- Review and approve manufacturer shop drawings, KEC prepared rough-in drawings, equipment brochures and other submittals from the chosen Food Service Equipment Contractor. Confirm submittal compliance with final drawings and specifications.
- Respond to Requests for Information (RFI) for other project team members regarding scope of work for this discipline.
- Provide one (1) final site inspection of the installation. This will include preparation of a comprehensive inspection list to the KEC with copies to the owner, outlining any deviations from the final drawings and specifications.

This amendment reflects fees required to cover additional services noted above.

Professional Fees

| | |
|--------------------------------------|-----------------|
| 1. Construction Administration Phase | \$ 1,800 |
| Total | \$ 1,800 |

Acceptance of this amendment with your signature in the space provided below is all that is required. An AIA formatted contract is equally acceptable.

Thank you for requesting our amendment, we look forward to continue working with you on this project.

Respectfully submitted,

CLEVENGER ASSOCIATES



Brent Hall
Principal/President

APPROVED: _____

DATE: _____

BDH:kn

July 30, 2024



Ms. Inky Haley
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337

Subject: **Pacific Building (Mile Hill) Relief Facility
Electrical and Lighting Changes**

Dear Inky:

Per the owner's request our team has several revisions to execute on the plans. We have revised the electrical documents for the Reception area, the exterior soffits and the lighting fixtures in the Dining (previously the Gym) areas. The kitchen appliances have been changed from gas to electric, which implies new circuits for that equipment and changes to the plumbing plans.

This work has impacted the electrical lighting layout and circuiting, and required revisions to the plumbing set as well.

We have completed or are in the process of completion of the following additional scope.

- Select fixtures and revise lighting schedules.
- Revise electrical lighting layouts.
- Revise electrical power layouts and circuiting.
- Revise plumbing plans and risers.

We respectfully request additional fees of \$5,500.00 for this design work.

If the preceding is satisfactory, please sign the signature block below and email a PDF of this letter back to us. We look forward to the successful completion of this valuable project.

Sincerely,

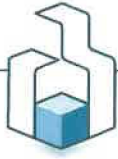
SIDER + BYERS ASSOCIATES, INC.

Nathan Byers, P.E.

Accepted this _____ day of _____ 2024

Rice Fergus Miller

By _____ Officer and Title



June 5, 2024

Greg Belding
Rice Fergus Miller
275 5th Street, Suite 100
Bremerton, WA 98337

Additional Services Request ASR-3
Proposed Tenant Improvement
4459 SE Mile Hill Drive
Port Orchard, WA 98366

Dear Greg,

We are submitting this proposal for additional structural consultation services for the Mile Hill project in Port Orchard.

Additional Project Scope

The additional project scope is summarized below:

1. Additional effort for extended Construction Administration.

Additional Scope of Services

The services included in this proposal is as follows:

1. Extended Construction Administration.

Proposed Additional Fee

Our effort for the Additional Scope of Services above will be billed on an hourly basis not to exceed an additional *Four Thousand Dollars (\$4000)*, bringing our total maximum fee to **Twelve Thousand Eight Hundred Dollars (\$12,800)**. Effort will be billed on a monthly basis in accordance with the project progress. Our fee is broken down by phase as follows:

| | Current | Additional | Proposed |
|-----------------------------|---------|---------------|----------------------|
| Schematic Design | \$1,500 | \$0 | \$1,500 |
| Design Development | \$2,000 | \$0 | \$2,000 |
| Construction Documents | \$2,500 | \$0 | \$3,300 |
| Construction Administration | \$2,000 | \$0 | \$2,000 |
| CA Extension | - | \$4,000 (max) | \$4,000 (max) |

The terms of the Proposal shall be effective for 90 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution. Once accepted by the Client, this proposal shall become the effective agreement between the Client and WSW Engineering PLLC.

Please call if you have any questions.

Sincerely,

Bill Williams, P.E., S.E.
Consultant

Rice Fergus Miller
Client

Signed: _____

Signed: _____

Date: 06/05/2024

Date: _____

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:

WA UBI Number: RCW: Penalty Due: Wage Due:

License Number:

[Download all debarment data](#)

Show per page Showing 0 records

| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|--|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|
| There are no records that match your search criteria | | | | | | | | | |

Show per page Showing 0 records


Search All Words e.g. 1606N020Q02 


[Search Results](#) [Saved Searches](#)


[Actions](#) 


Select Domain
All Domains +

Filter By -

Keyword Search
For more information on how to use our keyword search, visit our [help guide](#) 

Any Words 

All Words 

Exact Phrase 


Federal Organizations

x ▲ ⋮

No results found ^

Active

Inactive

[Reset](#) 

 **Select Criteria**
Choose your filters and run your report to begin.

10/11/2024