

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

KC-349-22-A

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

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 add the services and compensation described in Exhibit A, which is attached hereto and incorporated herein.
3. The Contractor is solely responsible for the performance of, and the payment to, the subcontractor and no provision in Exhibit A 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 A be interpreted as modifying the general terms and conditions contained in the Contract.
4. Except as modified herein, the provisions of the Contract remain in effect.
5. This contract amendment is effective upon mutual execution.

RICE FERGUS MILLER, INC.

By



Gregory Belding, Principal

Date: 3/24/23

KITSAP COUNTY

By



Doug Washburn, Human Services Director

Date: 3/27/2023

EXHIBIT A

RICEfergusMILLER

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 Owner: Kitsap County
Housing Facility

Date of Original Agreement: May 10, 2022 SSA No.: 001 REV
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

As follows:

Future Kitchen Support:

Food Service Consulting Services as noted in Consultant Proposal attached as Exhibit A.

Mechanical, Plumbing and Electrical Engineering as noted in Consultant Proposal attached as Exhibit B.

Structural Engineering as noted in Consultant Proposal attached as Exhibit C.

Rice Fergus Miller consultant coordination services.

Compensation shall be adjusted as follows:

Fixed Fee: \$32,500.00

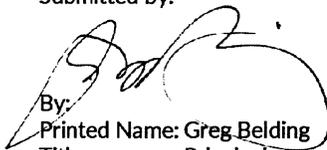
Time for performance shall be adjusted as follows:

Not applicable.

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: December 1, 2022

By: *Doug Washburn*
Printed Name: Doug Washburn
Title: Director
Date: 12/05/2022

EXHIBIT A

EXHIBIT A

Kitsap County
Human Services- Pacific Building
Port Orchard, Washington

CLEVENGER ASSOCIATES

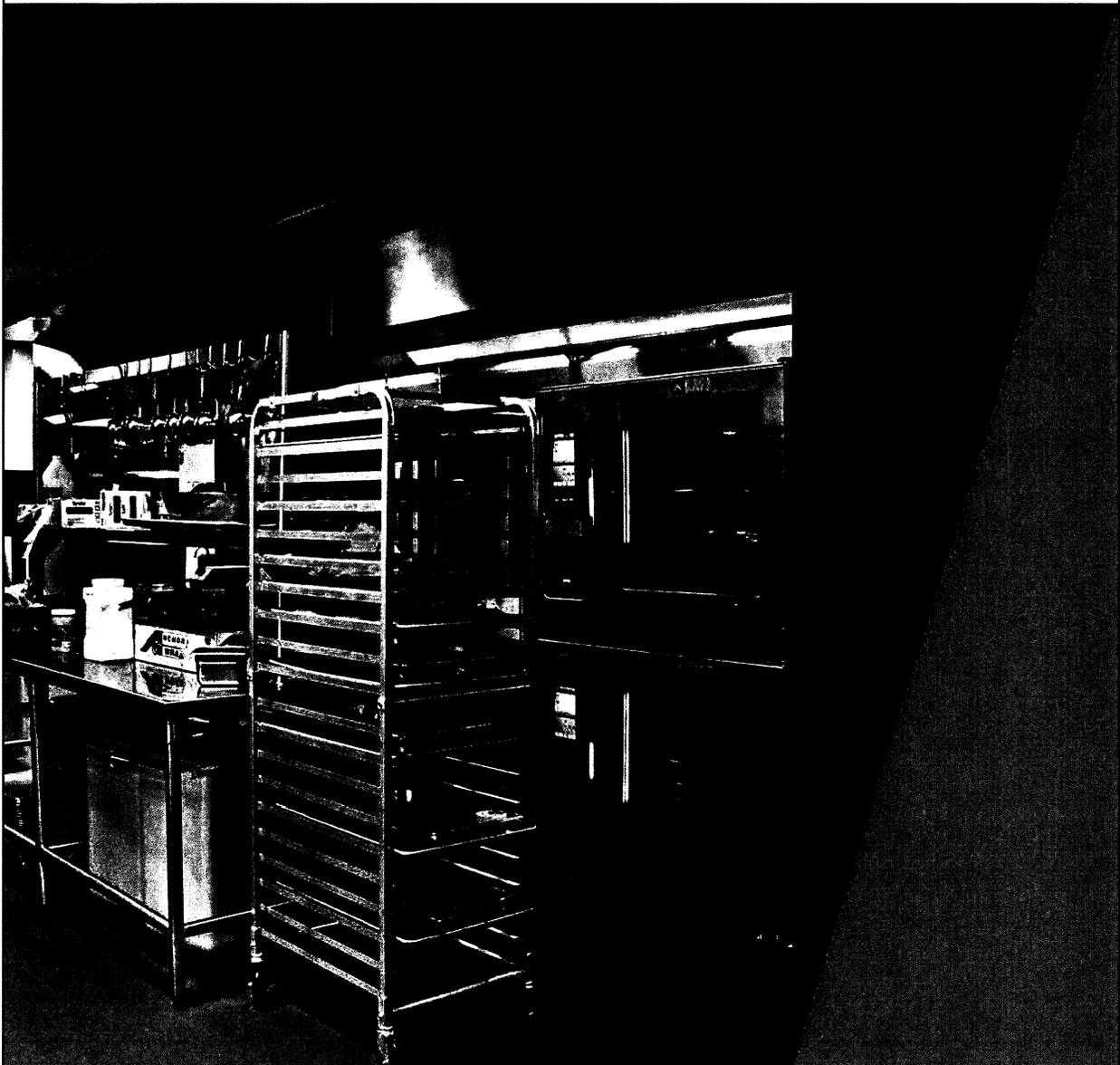


EXHIBIT A

EXHIBIT A

November 11, 2022

Ms. Inky Haley, CDT, CCCA, LEED GA
Associate Principal
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, Washington 98337

**Reference: Kitsap County Human Services- Pacific Building | Port Orchard, Washington
Foodservice Consulting Services**

Dear Inky,

Thank you for requesting our proposal for food facilities consulting and design services on this project. Services are proposed which reflect the project requirements listed below. On acceptance, this agreement is to be between Rice Fergus Miller (Architect) and Clevenger Group Inc., dba Clevenger Associates (Consultant).

Project Summary.

Based on the information provided, we understand the project scope is to provide full foodservice design services from Schematic Design through Construction Documents for the Kitsap County Human Services Pacific Building.

We understand the project will be completed in two phases. Phase I will include the addition of several pieces of foodservice equipment for the facility's warming kitchen. Consultant's design will include all utility rough-ins for future equipment that will be purchased in Phase II for the full commercial kitchen build out.

Consultant shall work with representatives of Kitsap County (Client) and Rice Fergus Miller (Architect) and shall proceed with each phase of the project upon approval of the Client or Architect.

The assumed scope for which consultant has primary design responsibility and layout of foodservice equipment is approximately 1,175 SF.



EXHIBIT A

EXHIBIT A

Project Scope.

This is a full-service proposal. Service and deliverables outlined are not intended to be inclusive of all efforts needed to successfully complete the assignment.

schematic design phase ▲

- Attend conference calls with Architect, General Contractor, Consulting Engineers and Client to review the program, confirm scope and design criteria.
- Assist in the development and refinement of schematic design plans. Coordinate schematic design plans with Client, Operator and Design Team. Schematic plans will show sizes and locations of major functions and general room arrangement for optimum flow of material and labor.
- Develop a preliminary CAD or Revit equipment layout for schematic design review and revise as necessary for updated architectural backgrounds for 100% schematic design submission.

design development phase ▲

- Following schematic plan approval, develop itemized equipment plans of the proposed facility for kitchen, food storage, and serving areas. Locate all items of equipment on plans and prepare itemized equipment schedules.
- Submit a detailed booklet of suggested manufacturer data sheets.
- Provide itemized equipment cost estimates.
- Provide utility load information to engineers as required.
- Revise plans as necessary and finalize for 100% design development submission.

EXHIBIT A

EXHIBIT A

Project Scope Cont.

construction documents phase

- After design development plan and budget approval, prepare final drawings and specifications of the food service equipment.
- Prepare plumbing, electrical, building works, ventilation, and refrigeration and conduit rough-in plans reflecting point of connection indicating the required size and the height of each utility. Any special building conditions required for food service equipment will be shown on the building works drawing. Consultant drawings will be prepared as follows:
 - Equipment plans showing layout(s).
 - Utility schedules reflecting utility requirements.
 - Plumbing and electrical rough-in and connection requirements.
 - Building conditions plans showing curbs, depressions and special building requirements for the food facilities.
 - Ventilation plans showing any equipment ventilation requirements.
 - Plans will illustrate schematic refrigeration line runs.

Meetings.

Consultant will attend one (1) in person meeting during design phases and attend Zoom, Webex meetings or equivalent in order to complete the assignment. Consultant is to be excused from any meetings where this discipline is not on the agenda.

Schedule.

Consultant is staffed to meet any reasonable project schedule.

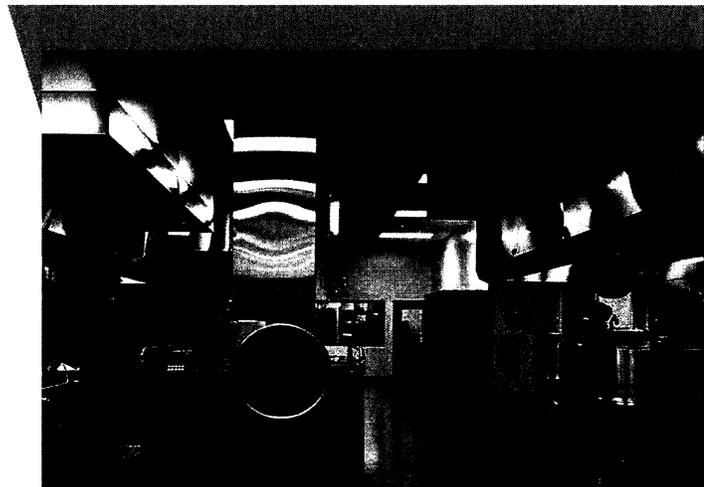


EXHIBIT A

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Fee Proposal.

Fixed fees are broken down as follows for each phase of work outlined in the scope of service. Consultant remuneration for all work shall be billed monthly by percentage completed for each phase.

Schematic Design Phase	\$ 2,600
Design Development Phase	\$ 5,400
Construction Document Phase	\$ 3,900

TOTAL	\$ 11,900
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Hourly rates scheduled are to apply to any optional services delivered or any authorized changes after approvals, schedule revisions, etc.

Principal/Partner/Officers	185 Hour
Sr. Project Manager	140 Hour
Project Manager	110 Hour
CAD Draftsperson	90 Hour
Administrative Support	90 Hour

Should the scope of the project vary significantly, it is agreed the fee limits will be adjusted accordingly. Consultant fees are based on using standard procedures, formats for drawings, specifications, contractor submittals and invoices. Special requirements will be accommodated on a time and materials basis.

The scope and fees of this proposal are valid for 90 days from the date listed on this proposal.

EXHIBIT A

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Optional Additional Services.

The following services are offered by Clevenger Associates and can be added to the project for an additional fee. This list is not all inclusive of the services that Clevenger provides. Please contact us in regards to any additional services requested and associated fees.

Management Advisory Services

- Equipment Bid Administration
- Feasibility and Operational Studies
- Business Plans and Operational Audits
- Writing RFPs for Management Services

Design Services

- 3D Rendering
- Virtual Reality
- Equipment Surveys

Consultant Drawings.

Consultant drawings are not intended for construction purposes, but are information provided for use by Architects and Engineers as an aid in the design of the building and utility distribution systems. Consultant drawings may be submitted for permits or approval by the Architect to authorities having jurisdiction. Consultant drawings in electronic format will not be issued by the Architect or Owner to non-design team third parties, including equipment suppliers, without express written consent of the Consultant.

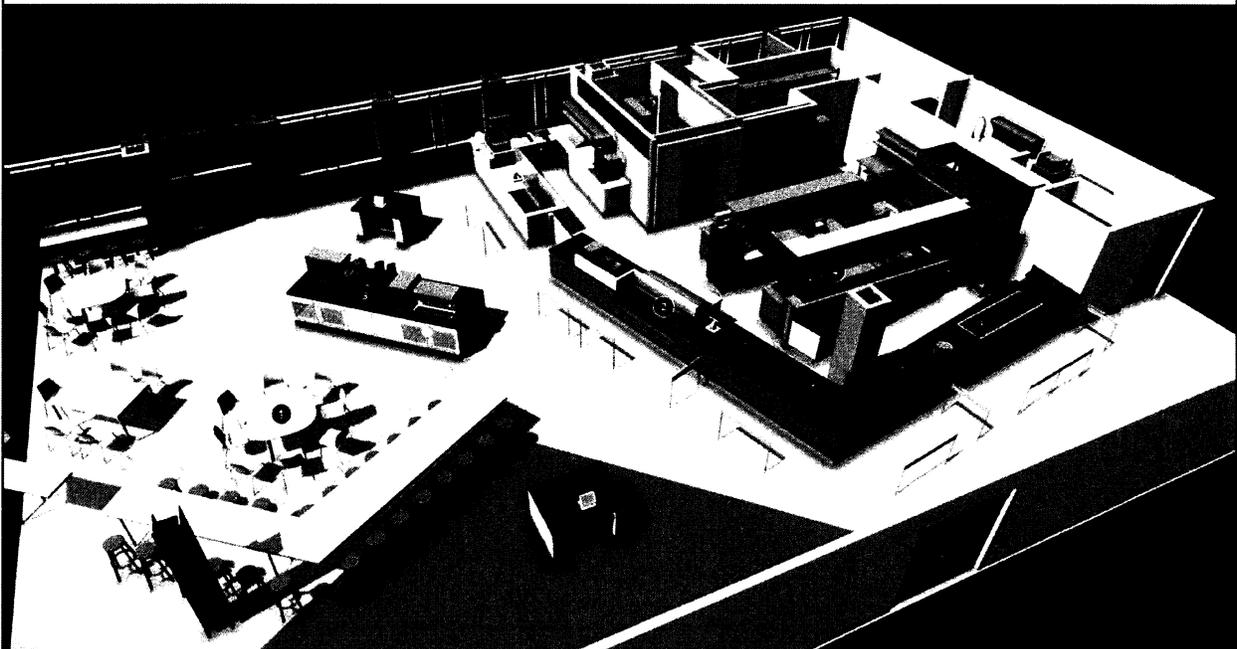


EXHIBIT A

EXHIBIT A

Reimbursable Expenses.

In addition to the fees quoted, out-of-pocket costs to be reimbursed for automobile mileage at the rate set by the United States Federal Government for tax purposes and, if requested, out-of-pocket expenses for common carrier surface or air travel, lodging, and subsistence while traveling.

Approvals.

Approvals are to be given on each phase of the project. Consultant time spent in making requested changes to approved plans and specifications or revisions to plans caused by using incomplete or inaccurate information furnished by others will be charged as additional services at the standard hourly rates.

Terms of Payment.

Payments are net thirty (30) days against monthly billings.

Consultant reserves the right to stop work on the project in the event of a sixty (60) day payment delinquency from date of invoice. In the event of litigation, the laws of the State of Washington shall apply and the prevailing party be awarded attorney's fees and cost.

Should the project be deferred or abandoned, there will be no obligation for payment by the Client for subsequent phases beyond those authorized. Consultant will only bill for time expended and/or actual percentage completed during each phase.

Ownership of Contract Documents.

All Design Documents, Drawings, Specifications, and reference materials generated by the Consultant are solely for the use of the Client in the performance of work covered by this agreement. All such documents are proprietary in nature and shall not be copied, duplicated in any fashion, distributed, displayed for review or otherwise exhibited to any parties not authorized, unless approved in writing by the Consultant.

EXHIBIT A

EXHIBIT B



November 16, 2022

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

Subject: **Mile Hill Relief Facility (Port Orchard)**
Added Type I Hood Element
Mechanical, Plumbing and Electrical Engineering Proposal

Dear Inky:

We are pleased to hear that the Type I hood (including ductwork, exhaust fan, and makeup air unit) are to be included in Phase I of this project. These are valuable project elements that the facility operator will use every day.

However, this does require additional design and construction administration work. The Type I hood has previously been Phase II work, so we did not include that design and construction administration in our design effort or fees. From the phasing effort:

"Phase 1... will be to improve the building so that it can be occupied as a shelter. The kitchen will not have a Type I hood system, but pet lodging will be accommodated. The focus is on the minimum (or the rational minimum) improvements so that the building may be occupied and comply with Codes.

Phase 2... will be to expand the ability of the building to be the best it can be. A full commercial kitchen will be provided with Type I hood system and dishwashing facilities..."

We anticipate the following additional scope of work.

- Coordinate hood requirements with Clevenger.
- Design ductwork and detail ductwork installation.
- Select exhaust fan and makeup air unit.
- Locate equipment and coordinate with other disciplines.
- Review submittals during construction administration.
- Construction administration and inspection.

We propose additional fees of \$10,000.00 for this work during the DD and CD phases, and an additional \$2,000 for construction administration.

EXHIBIT A

EXHIBIT B

Inky Haley
Mile Hill (Pacific Building) Improvements
November 16, 2022

Page Two

If the preceding is satisfactory, please sign the signature block below and email a PDF of this letter back to us. An AIA contract is, of course, also satisfactory. We look forward to continuing the design with the team and to successful completion of this valuable project.

Sincerely,

SIDER + BYERS ASSOCIATES, INC.



Nathan Byers, P.E.

Accepted this _____ day of _____ 2022

Rice Fergus Miller

By _____ Officer and Title

EXHIBIT A

EXHIBIT C

11-30-22

Mile Hill ASR-1

Page 2 of 2

Proposed Additional Fee

Our proposed fee for the Additional Scope of Services above is *three thousand dollars (\$3,000)*, bringing our total fee to **Eight Thousand Dollars (\$8,000)**. Our 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
1. Schematic Design	\$1,500	-	\$1,500
2. Design Development	\$1,000	+\$1,000	\$2,000
3. Construction Documents	\$1,000	+\$1,500	\$2,500
4. Construction Administration	\$1,500	+\$500	\$2,000

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

Signed: _____

Date: _____

11-30-22

Rice Fergus Miller

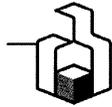
Client

Signed: _____

Date: _____

EXHIBIT A

EXHIBIT C



November 30, 2022

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

Additional Services Request ASR-1
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. New interior kitchen structural ceiling and mechanical 'mezzanine', and supporting framing, lateral system, and foundations.
2. New exterior CMU and concrete mechanical enclosure with roughly 8ft tall sound walls and associated footings.
3. Misc coordination for new mechanical units that are heavier than anticipated during feasibility studies.

Additional Scope of Services

The services included in this proposal is as follows:

1. Design and documentation of additional scope.
2. One week additional Construction Administration duration.

WSW ENGINEERING PLLC 3405 NE 51st Street, Bainbridge Island, WA 98110 (206) 402 0900



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:
License Number: Penalty Due: Wage Due:

Apply Filters

Reset

Download all debarment data 

Show per page Showing 0 records First Previous Next Last

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 First Previous Next Last

AS OF 06/10/2022

Search All Words ▼ e.g. 1506N020Q02

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 

e.g. 1506N020Q02

debarment



Federal Organizations

Rice Fergus Miller



No results found



- Active
- Inactive

Reset 