

**CITY OF STEVENSON
PROFESSIONAL SERVICES CONTRACT AMENDMENT #1**

**Between Understory Landscape Architecture
And the City of Stevenson**

For professional design services for the Courthouse Park Plaza.

This agreement entered into this 20th day of June 2024 by and between the CITY OF STEVENSON a municipal corporation located in the County of Skamania, State of Washington (hereinafter referred to as the City) and UNDERSTORY LANDSCAPE ARCHITECTURE, LLC (hereinafter referred to as the Contractor).

The parties recite and declare that:

1. The City and the Contractor entered into a Professional Services Contract on the 24th day of August, 2023 for professional design services for the Courthouse Park Plaza project (“the Contract”);
2. An increased scope and fee prescribed in that agreement is necessary; and
3. The City and the Contractor are desirous of entering into a contract to formalize their relationship.

For the reasons set forth above and in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom the City and Contractor agree as follows:

**Section 1
Acceptance, Effective Date and Duration**

This amendment shall constitute an increase in scope and fee and an extension of the Contract scheduled to expire on December 31, 2024. The scope and fee increase is outlined in attached exhibit A and the contract is hereby extended through June 30, 2025.

The passage of the Contract expiration date (as recorded above) shall not extinguish, prejudice or limit either party’s right to enforce this amendment with respect to any default or defect in performance that has not been cured.

**Section 2
Complete Agreement**

This amendment constitutes a supplement to the Contract. Except as specifically modified herein, all terms of the Contract remain in full force and effect. The terms of the Contract together with the terms of this Amendment embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Contractor other than contained herein.

**Section 3
Certification of Authority**

The parties hereby certify the person executing this agreement on behalf of the City and the Contractor have legal authority to enter into this agreement on behalf of the City and the Contractor and are able to bind the City and the Contractor in a valid agreement on the terms herein.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this _____ day of _____, 20_____.

CITY OF STEVENSON

CONTRACTOR

By: _____
_____, its Mayor

By: _____

Andrea Kuns, Principal
Understory Landscape Architecture
Name & Title

320 SW Century Dr. Ste 405-257
Bend, OR 97702

Mailing Address

(541) 241-2130
Telephone Number

Approved as to form

Robert C. Muth,
City Attorney

605-308-908
UBI#

understory

June 6, 2024

Leana Kinley
City of Stevenson
7121 E. Loop Rd/PO Box 371
Stevenson, WA 98648-0371

Courthouse Park Plaza | Phase 2 Design Services

Understory is pleased to submit the following proposal for Design and Engineering Services to the City of Stevenson (Client) to continue work on the Courthouse Park Plaza project. The following Proposal includes advancing the design and documentation through construction documents and land use permitting as outlined in the scope of work below. The proposal is based on the Park Plaza design as shown in the schematic design documents and has an assumed construction budget of \$3.2 Million.

Project Understanding and Team Roles:

1. The project includes full design services for a new public plaza located at the Skamania Courthouse lawn located on 2nd Street in Stevenson Washington. Amenities include gathering and seating areas, an amphitheater, interactive water, a pre-manufactured restroom building, planting and irrigation, and site lighting.
2. Understory will provide landscape architectural design services and proposes the following sub-consultants for the project:
 - Civil Engineering - Akana
 - Structural Engineering - Akana
 - Land Use Permitting - Akana
 - Arborist and Irrigation Design- Akana
 - Water Feature Design - STO Design
 - Lighting Design - Fieldwork Lighting Studio
 - Cost Estimating - DCW
 - Electrical Design - PAE
 - Geotechnical Engineering - GRI
 - Surveying - Emerio
3. Understory's role will be to provide the following:
 - Lead the overall site design for the Courthouse Park Plaza.

- Work directly with the City of Stevenson and the design team during the effort to ensure a comprehensive approach to the work.
 - Document proposed landscape architecture elements including site paving, walls less than 4' high, site grading, planting, furnishings, and tree protection.
4. Akana civil engineers will document all subsurface utilities, erosion and sedimentation control, and stormwater facilities. Understory will transfer detailed grading documents following completion of 75% Construction Documents to the civil engineer for preparation of final construction documentation.
 5. Akana structural engineers will provide review of landscape designed elements including site retaining walls and custom furnishings.
 6. Akana arborists will review tree protection plans for conformance with the arborist report.
 7. Akana landscape architects will provide a basis of design for modifications to the existing irrigation system. The irrigation system will be contractor designed and built.
 8. Akana planners will prepare land use applications as required by the City of Stevenson and prepare the SEPA checklist.
 9. DCW will prepare opinions of probable cost at milestones outlined in the scope of work. Estimates will be prepared in Unifomat II format and a single revision is included for each estimate.
 10. GRI will conduct geotechnical investigations and prepare a detailed report summarizing the findings. Two (2) borings drilled to depths ranging from 20' are included in the proposal.
 11. Fieldwork Lighting Studio will document all site lighting in the plaza. Understory will coordinate with Fieldwork Lighting Studio to select fixtures and will include light fixtures in landscape layout plans. The following areas are excluded from the lighting design scope: the existing courthouse stair, restroom, lighting within the ROW
 12. PAE will provide electrical design. Electrical systems will include permanent power to the restroom building and site, service distribution and branch panels, and review of lighting drawings to review for energy performance and egress code compliance.
 13. STO Design will design and engineer the interactive water feature which will include approximately (15) interactive jets..

Scope of Work:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

1. Project Management

- 1.1 Bi-Weekly Meetings** - Understory will lead bi-weekly project management coordination calls throughout the project with City staff to review project progress and coordinate our work. The bi-weekly meetings are in addition to client / design team meetings outlined in the scope of work.

1.2 Project Management- Understory will provide overall project management for the design team. Understory will manage the overall project schedule, coordinate and manage sub-consultant tasks, provide meeting minutes for meetings listed below, and submit monthly invoices to the City.

Task 1 Deliverables:

- Project schedule identifying critical path items, key project submittals and milestones
- Meeting minutes from bi-weekly meetings

Task 1 Meetings:

- Bi-weekly meetings, held virtually

2. Design Development (3 Months)

At the start of the project, our team will address City comments on the schematic design set, confirm value engineering approach, coordinate the project across disciplines, and develop 100% Design Development Documents.

2.1 Value Engineering - At the completion of the schematic design phase the construction cost estimate was \$4.2 Million and the construction budget is \$3.2 Million. Understory and the City discussed preliminary approaches to value engineer the project; including a reduction in the size of the water feature, changes in site paving and wall materials, and a reduction in site accent lighting. Prior to beginning design development, we will confirm the value engineering approach with the consultant team and City.

2.2 Design Refinement - Our team will develop the plaza design and incorporate City and Community comments from the Schematic Design and Public Engagement phases. We will develop detailed design options for major plaza elements, including the interactive water feature, amphitheater steps, custom furnishings, and planting design. Our team will prepare sketches, plans, and sections as necessary to convey the development of the design to City staff.

2.3 Geotechnical Engineering - GRI will conduct two additional borings located at the base of the amphitheater steps and provide a final geotechnical report.

2.4 Interdisciplinary Review - Prior to finalizing the 100% Design Development Package, our consultant team will submit a 50% draft of the plan set to Understory for consultant review and coordination. The document set will be reviewed per our QA/QC process.

2.5 100% Design Development Package - Produce and submit 100% Design Development Package to the City.

2.6 Cost Estimate - DCW will prepare an opinion of probable construction cost estimate for the 100% Design Development Package. Cost estimates will include all elements as necessary for a complete estimate and be prepared in Unifomat II.

2.7 Review and Respond to Client Comments - Following completion of the 100% Design Development packages City staff will provide consolidated comments. Our team will review and provide written responses to all comments.

2.8 Client / Design Team Meetings - In addition to bi-weekly management meetings, key representatives from the consultant team will meet virtually with City staff and key project stakeholders twice during the DD phase as outlined below:

- Meeting 1: At the start of the design development phase, we will meet to review the SD package, confirm the value engineering approach, and discuss comments and assumptions from the schematic design package.
- Meeting 2: Review design refinements of the plaza prior to presenting an update to the County Commissioners and finalizing the design development package
- Meeting 3: At the completion of the design development phase, we will meet to review City comments on the Design Development Package.

2.9 Preparation of Illustrative Graphics - Following Client / Design Team Meeting #2, Understory will prepare presentation graphics to illustrate the updated plaza design. Graphics are intended for communicating the refined design to County Commissioners and for presenting to the City of Stevenson Planning Commission at the public hearing.

Task 2 Deliverables:

- 100% Design Development Package:
 - Demolition and Tree Protection Plan
 - Erosion Control Plans and Details
 - Utility Plan
 - Stormwater Plans
 - Site Grading Plan
 - Site Materials Plan
 - Planting Area Plan
 - Irrigation Conceptual Zone Plan
 - Site Details and Sections as necessary to convey design intent

- o Water Feature Plans and Details
- o Electrical Plans showing equipment locations and main routings, details, and diagrams
- o Lighting Plans, Fixture schedule and product cut sheets
- One (1) 100% Design Development Cost Estimate
- Final Geotechnical Report
- Written Responses to Client Comments
- Meeting Minutes for Client / Design Team Meetings

Summary List of Task 2 Meetings:

- Three (3) Client / Design Team Meeting, held virtually
- Consultant Coordination Meetings, held virtually

3. Construction Documents (6 Months)

Following the completion of Design Development and in response to Client feedback, our team will address consolidated comments, coordinate the project across disciplines, and develop 75% and 100% Construction Documents for the Courthouse Park Plaza.

3.1 Construction Documentation - Our team will refine and develop the technical documentation of the project to a level of detail sufficient for future bidding, permitting, and construction of the project. This includes the development of typical and custom construction details, plans for construction, and technical specifications.

3.2 75% Construction Document Package - Produce and submit 75% Construction Document Package.

3.3 Cost Estimate - DCW will prepare an opinion of probable construction cost estimate for the 90% submittal. Cost estimates will include all elements as necessary for a complete estimate and be prepared in Unifomat II.

3.4 Review and Respond to Client Comments - Following completion of the 75% Construction Document packages City staff will provide consolidated comments. Our team will review and provide written responses to all comments.

3.5 Client / Design Team Meetings - Key members of our consultant team will meet virtually with City staff and key project stakeholders three times throughout the Construction Document phase. Two meetings will occur prior to the 75% CD submittal to review design progress, and the third meeting will occur following the 75% Construction Document submittal to Review and discuss the cost estimate and Client comments on the 75% Construction Document Set.

3.6 100% Construction Documentation - Produce and submit 100% signed and stamped “shovel ready” Construction Document Package.

Task 3 Deliverables:

- 75% and 100% Construction Documents:
 - Demolition and Tree Protection Plan
 - Erosion Control Plans and Details
 - Utility Plans and Details
 - Stormwater Plans and Details
 - Site Grading Plan
 - Site Materials Plan
 - Site Layout Plan
 - Soils Plan
 - Planting Plan and Details
 - Design-Build Irrigation Plan and Details
 - Site Construction Details
 - Water Feature Plans and Details
 - Lighting and Electrical Plans and Details
 - Technical Specifications in CSI format
- One (1) 75% CD Cost Estimate
- Written Responses to Client Comments
- Meeting Minutes for Client / Design Team Meetings

Summary List of Construction Document Meetings:

- Three (3) Client / Design Team Meeting, held virtually
- Consultant Coordination Meetings, held virtually

4. Land Use Permitting (9 Months)

Our team will assist the City in obtaining necessary Land Use Permits for the project. Based on our understanding of the project we've identified the following permits that will be required: SEPA Checklist, City of Stevenson Conditional Use Permit.

Task 4 Deliverables:

- SEPA Checklist

- City of Stevenson Conditional Use Permit Application (Drawings and Narrative). The design development set will be used for the Conditional Use permit application

Task 4 Meetings:

- One (1) Pre-application Meeting with City / County Staff
- One (1) Public Hearing with the City of Stevenson Planning Commission, held in person

5. Optional Task - Cost Estimating

DCW will prepare an opinion of probable construction cost estimate for the 100% Construction Document Submittal. Cost estimates will include all elements as necessary for a complete estimate and be prepared in Unifomat II.

Task 5 Deliverables:

- 100% CD Cost Estimate

Fees

We propose the following fees:

1. Project Management	\$28,048.00
2. Design Development	\$145,165.00
3. Construction Documents	\$146,795.00
4. <u>Land Use Permitting</u>	<u>\$29,415.00</u>
	Total: \$349,423.00 <i>plus expenses</i>
5. Optional Task - Cost Estimating	\$3,400.00
	Total not to exceed \$355,000.00

We propose to bill monthly on a percentage of completion per phase. Expenses are additional and will be billed at 1.1 times our cost.

Exclusions to Scope of Services

1. Fees associated with obtaining land use permits.
2. Work within the public right of way.
3. Public engagement, including online surveys, graphic preparation, or in-person meetings
4. Services during construction.
5. Division 1 specifications.
6. Any work that extends beyond the limit of work as shown in the Schematic Design Package.
7. Work over Structure.

8. Site signage, interpretive signage, or way-finding except as otherwise indicated herein.
9. Security system design and specification of security equipment.
10. Work involving hazardous soils or soil remediation methods.
11. Preparation of multiple documents for phased permitting or bid packages.
12. Significant design modifications to the approved Design Development or Construction Documentation submittals for any of the following reasons: 1) cost reductions from agreed construction budget, 2) change of scope, 3) change of program or vision.
13. Production of professional renderings or models for marketing or other purposes beyond those outlined in the scope and required for the design process.
14. Production of a 3D model for design or construction, including Revit or similar.
15. Physical models and design mockups.
16. Production of maintenance manuals.
17. Additional meetings, presentation, or public review processes, in excess of anticipated meetings (per phase) as listed above in the scope of work. Preparation and attendance for additional meetings/presentations/public review will be performed at the request of the Client, and billed as time and materials based on Understory's hourly rates.

Assumptions

1. Our proposal is based on the above scope of work and schematic design package issued in March of 2024.
2. Construction Documentation will be based upon Understory's CAD standards.
3. The project is not currently funded for construction and the construction timeline is unknown.
4. The project will be constructed in one phase.
5. This phase of the project is scheduled to be completed by June 2025.

Please contact me or Amy Cragg if you have any questions, require clarification, or if we can be of further assistance. We look forward to continuing to work with you on the Courthouse Park Plaza project.

Sincerely,

Understory Landscape Architecture LLC



Andrea Kuns

Principal, Landscape Architect

andrea@understory.design

541-241-2130