

**FOURTH AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
HISTORIC BREWERY TOWER RENOVATION**

This FOURTH Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and CARDINAL ARCHITECTURE P.C., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective July 10, 2018, as amended by a First Amendment dated July 26, 2019, and a Second Amendment dated October 8, 2020, and a Third Amendment dated November 30, 2021, whereby the SERVICE PROVIDER agreed to provide architectural services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. This project was delayed by COVID-19 and funding from a state-awarded Heritage Capital Projects grant was re-appropriated for the 2021-2022 biennium. The project schedule and SERVICE PROVIDER work plan have been adjusted to align with the terms of the grant.

D. The CITY and the SERVICE PROVIDER desire to amend the Agreement by updating the work plan and extending the term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for an updated work plan as more particularly described and detailed in Exhibit A-4, attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

3. COMPENSATION AND METHOD OF PAYMENT.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-4" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by Eleven Thousand Twenty Five and 00/100 dollars (\$11,025.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the Second Amendment and this Fourth Amendment shall be an amount not to exceed Three Hundred Twenty Three Thousand Three Hundred Fifteen and 00/100 Dollars (\$323,315.00).

\*\*\* Signatures on Following Page\*\*\*

4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:  
CARDINAL ARCHITECTURE P.C.  
1326 5<sup>TH</sup> Avenue, Suite 440  
Seattle, WA 98101-2628  
Tax ID Number: 602-708-154  
Phone Number: 206-624-2365

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Signature (Notarized – see below)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
My appointment expires: \_\_\_\_\_.



23 December 2021

Don Carney, Project Manager  
City of Tumwater  
555 Israel Road SW  
Tumwater WA 98501

**Re:     *Historic Brewery Tower Renovation - Phase 2 Seismic  
Proposal for Architectural Services - Additional Services Proposal***

Dear Don:

This is an architectural services proposal for Additional Services for the Phase 2 Seismic construction project to continue the renovation of the Historic Brewery Tower at 3201 Boston Street in Tumwater, Washington. Since the original fee proposal was prepared and contracted, the structural engineer's hourly charges increased. In addition, the new project will be reviewed under the 2018 International Building Code, which has more complex requirements for structural analysis. The attached proposal from Swenson Say Faget addresses the fee increase.

Original Proposal for SD, DD, & CD Phases	\$51,475.00
New Proposal for SD, DD, & CD Phases (Attached)	\$62,500.00
Contract Increase	\$11,025.00

Do not hesitate to contact me if you require additional documentation, or if you have additional questions.

Sincerely,

James Cary, AIA



**Swenson Say Fagét**  
**STRUCTURAL ENGINEERING**

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2124 Third Ave, Suite 100  
Seattle, WA 98121  
☎ 206.443.6212

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934 Broadway, Suite 100  
Tacoma, WA 98402  
☎ 253.284.9470

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⊕ [ssfengineers.com](http://ssfengineers.com)

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December 1<sup>st</sup>, 2021

Jim Cary  
Cardinal Architects PC  
1326 5<sup>th</sup> Avenue, #440  
Seattle, WA 98101

RE: *Tumwater Brewery Tower Renovation Phase 2*  
*Proposal for Structural Engineering Services*

Dear Jim:

This letter serves as our revised proposal for the structural engineering consultation services for Phase 2 of the Historic Tumwater Brewery Tower renovation project located at 3201 Boston Street, in Tumwater, Washington. The project scope involves a phase renovation of the six-story unreinforced masonry, concrete, and wood framed tower. This is a revision to our Phase 2 proposal, written in June of 2020, and is requested due to the change in state building codes, and changes to our billing rates between 2020, and 2022.

In the initial Phase 1 project, portions of the damaged and missing roof of the existing structure at the 4<sup>th</sup> and 5<sup>th</sup> floors were replaced and repaired. In addition, extensive masonry restoration work was done during this phase. The initial phase of work was intended to restore the building exterior masonry and improve the weather resistance of the tower structure to limit further deterioration of the building.

Phase 2 of the project involves making seismic improvements to the unreinforced masonry building.

*Scope of Services*

The structural scope of work for the project in this phase is based on the Seismic Improvements Structural narrative in the June 2015 Tumwater Historic Brewery Site Study, along with the June 22, 2020 Historic Brewery Tower Renovation Seismic Work Plan prepared by Cardinal Architecture. The scope includes:

- Structural Analysis of the building using ASCE 41-17, *Seismic Evaluation and Retrofit of Existing Buildings*. The evaluation will be based on the performance objective established once the building's future use and occupancy has been established. For the purposes of this proposal, we assume that the occupancy will

remain Risk Category II, per the 2018 International Building Code, and the performance objective will be the Basic Performance Objective for Existing Buildings, per ASCE 41-17. Note that as of the adoption of the 2018 International Building Code the earthquake hazard level has increase 33%.

- Verification and updating of the general scope of schematic seismic improvements identified in the Seismic Improvements Structural narrative, with consideration of the Phase I masonry restoration and roof replacement project work. The seismic improvements identified in the narrative include floor diaphragm infills, addition of new lateral elements consisting of steel braced frames and concrete shear walls, and addition of micropile foundations and grade beams under new lateral elements. The seismic design will also be coordinated with possible other building improvements, including future stairs, elevators, and landings. However, we understand that the design of those new building elements are not in the Phase 2 scope of work.
- A geotechnical report for the project site will be needed that establishes site soil conditions, such as site class, seismic coefficients, soil properties, depth of existing footings, foundation and pile recommendations. We will provide structural input, such as expected bearing loads, pile requirements, and building dynamic characteristics.
- Aid in coordinating or verification of existing building structural material strengths as me be required by the local building authorities, including masonry shear tests, concrete testing, and anchor testing.
- Design and detailing of the seismic improvements and other structural work including preparation of CAD drafted plans and details for building permits and construction.
- Review of cost estimates prepared by the cost estimator at major design milestones.
- Review of structural specifications prepared by the architect or third party specification writer
- A maximum of two site visits during design. We assume other meetings, as required, will be remote.

#### *Fees and Schedule of Conditions*

Based upon the scope of work outlined above, we propose to provide our structural engineering services for a fixed fee as follows:

<b>Phase</b>	<b>Fee %</b>	<b>Fee</b>
Schematic Design	25%	\$15,625
Design Development	30%	\$18,750
Construction Documents	45%	\$28,125
Total Basic Service Fee		\$62,500



We have assumed a project duration of 9 months, with 100% Construction Documents to be completed by the Fall of 2022, at the latest. This proposal is based upon the outline of services above, as well as the enclosed Schedule of Conditions, which is part of this agreement. The Schedule of Conditions outlines billing rates, payment, and other contract particulars.

If you have any questions do not hesitate to contact us.

Sincerely,



R. Gregory Coons, PE  
Principal  
SWENSON SAY FAGÉT, INC.  
A Structural Engineering Corporation

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For Cardinal Architects PC

How much of each phase (SD, DD or CD) is effected by and how much for billing rates and additional work due to building code change?

Phase: Schematic Design			
BILLING RATE INCREASE			
	Hours Remaining in Contract	Change in Billing Rate	Total
Staff Engineer	60	\$10.00	\$600.00
Project Manager	29	\$15.00	\$435.00
Principal Engineer	14	\$15.00	\$210.00
TOTALS			\$1,245.00
Phase: Design Development			
BILLING RATE INCREASE			
	Hours Remaining in Contract	Change in Billing Rate	Total
Staff Engineer	60	\$10.00	\$600.00
Project Manager	29	\$15.00	\$435.00
Principal Engineer	14	\$15.00	\$210.00
TOTALS			\$1,245.00
Phase: Construction Documents			
BILLING RATE INCREASE			
	Hours Remaining in Contract	Change in Billing Rate	Total
Staff Engineer	94	\$20.00	\$1,880.00
Project Manager	45	\$25.00	\$1,125.00
Principal Engineer	22	\$65.00	\$1,430.00
TOTALS			\$4,435.00

This column is generally the number of of hours you had assigned to the phase

Phase: Schematic Design			
ADDITIONAL WORK DUE TO BUILDING CODE AMENDMENT			
	Hours	Rate	Total
Staff Engineer	4.0	\$120.00	\$480.00
Project Manager	2.0	\$150.00	\$300.00
Principal Engineer	1.0	\$210.00	\$210.00
			\$990.00
Phase: Design Development			



ADDITIONAL WORK DUE TO BUILDING CODE AMENDMENT			
	Hours	Rate	Total
Staff Engineer	5.0	\$120.00	\$600.00
Project Manager	2.5	\$150.00	\$375.00
Principal Engineer	1.25	\$210.00	\$262.50
			\$1,237.50
Phase: Construction Documents			
ADDITIONAL WORK DUE TO BUILDING CODE AMENDMENT			
	Hours	Rate	Total
Staff Engineer	7.0	\$120.00	\$840.00
Project Manager	3.25	\$150.00	\$487.50
Principal Engineer	2.60	\$210.00	\$545.00
			\$1,872.50
			\$4,100.00

This column is the number of of hours increased  
for the phase based on code change

TOTAL PHASE INCREASE	
Schematic Design	\$2,235.00
Design Development	\$2,482.50
Construction Documents	\$6,307.50
	\$11,025.00