

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURE, ENGINEERING AND EDUCATIONAL FABRICATION OF TIMBER FRAME
PARK STRUCTURES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment No. 1”) is entered into as of this 16th day of December 2022, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Timber Framers Guild (TFG), a non-profit educational membership association for the timber framing trade (the “Contractor”).

RECITALS

- A. Whereas, the Timber Framers Guild was selected through an RFQ process to produce and provide architectural engineering for timber frame park structures at designated park properties and to design and conduct teaching workshops in the fabrication and assembling of the timber frame structures as community service volunteer building projects for the sole purpose of educating the volunteers in timber framing. An agreement for the Projects was executed on 17 June, 2019 (the “Agreement”); and
- B. Whereas, the current Amendment is necessary to address additional scope, budget, and contract time extension needs specific to the SR 530 Memorial project; and
- C. Whereas, Scope of Work and budget have been negotiated for the proposed Amendment for the value of \$201,075 (Two Hundred and One Thousand and Seventy Five dollars); and
- D. Whereas, the current project termination date requires extension to December 31, 2024 in order for the Contractor to complete the Scope of Work.

AGREEMENT

NOW, THEREFORE, the County and Contractor agree that the Agreement shall be amended as follows:

- 1. The Scope of Work described in 1(b) of the Agreement shall be amended to include tasks outlined in the attached Exhibit A, “Scope of Work, The Timber Framers Guild (“TFG” or “Guild”)”, incorporated herein by this reference.
- 2. Exhibit C of the Agreement, “Budget and Payment Schedule” shall be amended to increase the amount paid to the contractor by the County by \$201,075 (Two Hundred and One Thousand and Seventy Five dollars), as provided in the attached Exhibit B, incorporated herein by this reference.
- 3. Section 5, “Term of Agreement; Time of Performance” shall be amended to extend project dates through December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

Lacey Harper Digitally signed by Lacey Harper
Date: 2022.12.16 09:00:59 -08'00'

County Executive _____ Date _____

Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.11.21 12:38:16 -08'00'

Risk Management _____ Date _____

Approved as to form only:

/s/ Sean Reay _____ 11/8/2022
Deputy Prosecuting Attorney _____ Date _____

TIMBER FRAMERS GUILD

Eric S Howard Digitally signed by Eric S Howard
Date: 2022.11.21 20:10:20 -05'00'

_____ Date _____

Approved as to form only:

_____ Date _____
Legal Counsel to the Contractor

COUNCIL USE ONLY	
Approved	<u>12/14/2022</u>
ECAF #	<u>2022-1163</u>
MOT/ORD	<u>Motion 22-513</u>

EXHIBIT A
Scope of Work

SCOPE OF WORK, THE TIMBER FRAMERS GUILD (TFG OR "GUILD")

1. Conduct a workshop or series of workshops to construct four (4) timber framed structures and ancillary structures on behalf of Snohomish County, May 7th, 2023, to May 13th 2023, including clean-up of raising site, fabrication site and any facility provided for the benefit of the workshop participants. The four structures are named as follows for ease of reference.
 - a. Arbour
 - b. Community Gathering Shelter
 - c. Survivors Shelter
 - d. Reflection Pavilion
 - e. Two sign frames
2. Develop workshop plan and method statements, including a safety plan and raising plan, as needed for the conduct of the workshop. Safety plan will include provision of first aid attendants and kits and emergency response plans for both activity sites.
3. Completion of the design and engineering, including foundations, for all four structures and two signs.
4. Stamped construction drawings for permit, tender and construction.
5. Complete fabrication drawings suitable for the workshop timber framing.
6. Project management of all processes, materials, tools & equipment necessary to conduct the fabrication and installation of the timber frames. This includes providing a list of timber for sawing by County contractors and liaison with sawing contractors regarding specifications, schedules, quantities.
7. Recruitment and selection of lead instructors and volunteers for the timber framing workshops and both activity sites.
8. Fabrication and installation of the timber required for the timber frames.
9. Fabrication and installation of roof decking and fascia's to all structures.
10. Provision and installation of the fabricated steel connections from concrete to wood.
11. Provision of all connectors for the timber frame.
12. Provision and installation of temporary materials for support of the timber frame if required by engineering until the gabions are installed by others.
13. Provide all meals, beverages and snacks for the volunteers from their arrival until their departure.

SCOPE OF WORK, SNOHOMISH COUNTY

1. Work with TFG to promote and publicize the workshop.
2. Provision of all materials, services and equipment necessary for the construction of the four Oso Memorial Park structures unless specifically listed in the Guild Scope of Work.
 - a. Sawn timbers per TFG timber list (attached).
 - b. Supply & install of foundations for each structure.
 - c. Stone gabions to surround steel columns of Arbor.
3. Responsible for the security of the materials, tools and equipment during the off hours for the duration of the event and for the work in progress against all damage or loss from any and all causes unless caused solely by acts of the Guild or the participants approved by the Guild.
4. Provision of access for TFG to the installation sites. We have planned to use a telehandler to lift and install the timbers, but should this not be feasible due to site conditions we may require a crane at additional cost.
5. Limit access by public to this site for the duration of the raising. Secure the raising activity site overnight for the duration of the raising and after the timber frame completion.

SCOPE OF WORK, SNOHOMISH COUNTY (continued)

6. Acquire all permissions, bonds or bonding, inspections and approvals for building of the portals at the raising activity site and for the conduct of the workshop at the fabrication activity site.
7. Provision of fabrication site in one of the enclosed, securable buildings at Evergreen State Fairgrounds in Monroe for the duration of the fabrication activity.
8. Provision of electrical power at fabrication site suitable for fabrication of timber. (TFG to define power requirements for the County contact.)
9. Receive timbers at Evergreen State Fairgrounds and secure the timbers until the event.
10. Provision of a forklift to service the fabrication site.
11. Deliver fabricated timbers to the raising activity site.
12. Provision of all equipment including but not limited to scaffolding, telescopic forklift, ladders, etc. as needed for the completion of the timber frames installation.
13. Complete preparation of the foundation for all structures, including curing time for the concrete. Foundation and surface for the steel supports must be level and placed to within $\frac{1}{4}$ " according to the plans provided by the Guild. Exposed slabs may be sloped for draining purposes except in the area of the steel supports.
14. Responsible for removal of all formwork and debris from the concrete.
15. Foundation must be backfilled and the site graded with slope away from the foundations prior to the event and mulch or gravel spread over the site to mitigate the effect of mud if required.
16. Provision of suitable power (30A/120V) at each location of the structures for the duration of the raising.
17. Provision of [3] portable toilets, [1] of them designed for handicap use, during the duration of the raising.
18. Provision of the sawhorses stored by the County at the conclusion of the Oso portals project.
19. Provision of adequate washing areas at both sites for cleanup and for washing of hands before meals.
20. Provision of sleeping accommodations including showers and camping arrangements at the fairgrounds in Monroe.
21. Provision of adequate Wi-Fi service for use by participants at any hour.
22. Provision of permissions for alcohol consumption and tobacco use at campground at ESF. Tobacco use is only permitted outside of any County facility provided for Guild use. Cannabis use is not permitted on any County sites or facilities. Provision of permission to have a campfire at camping areas.
23. Work with Guild to nominate candidates to participate in full activities of the workshop. If volunteers cannot be available for the whole workshop, volunteers must participate from the beginning (and drop out as needed) or just participate at the raising.
24. Responsible for final cleaning, sanding and treating of the timber frame (if any).
25. Provide and apply Guild approved finish (if any) to the timber frame as soon as possible, but within two weeks.
26. Responsible for the provision of all other materials and for the completion of the structures upon completion of the timber frame raising to include, though not limited to, moisture barrier (roofing felt or similar product), finish roofing material, gabions, etc. The Guild advises that the moisture barrier be installed in less than two weeks of completion of the timber frame in order to protect the timber frame from water damage or mold growth.
27. Responsible for the safety of the public at all times during the event at either site.
28. Responsible for abiding by TFG project manager access rules and directions. Unless a participant in the workshop, no County employee or member of the public may enter either activity site unless accompanied by the TFG workshop manager or his designate. Access to County employees will not be unreasonably withheld by the Guild.
29. Provide [1] 20' x 40' or larger tent at the raising site for minor onsite fabrication as may be required for raising or correction of the work and for the purposes of providing cover from rain during meals.
30. Provide 4 10' x 10' pop up tents for use at install sites in wet weather.
31. Provision of tables and chairs for [45] crew members at lunch for the duration of the raising.

EXHIBIT B
COMPENSATION

OSO MEMORIAL PARK WORKSHOP BUDGET

Budget	
MANAGEMENT & INSTRUCTION	63,243
MATERIALS	26,223
TOOLS AND EQUIP	2,343
TRAVEL	8,591
ACCOMDATION & SUBSISTANCE	39,575
TOTAL GENERAL CONDITIONS	8,747
TOTAL SUBCONTRACTORS	5,467
TOTAL DESIGN AND ENGINEERING	46,885
Total costs	201,074

Payment terms

We are assuming that the form of contract will be the same as for previous projects.

Payment schedule			
Deposit	10%	\$	20,107
Design complete	20%	\$	40,215
Volunteer roster filled	20%	\$	40,215
Ready to mobilize	25%	\$	50,268
Complete	25%	\$	50,268
		\$	201,074