

CITY OF NEWPORT



TASK ORDER NO. 2
TO ENGINEERING SERVICES AGREEMENT
FOR ACOUSTIC ENGINEERING
CONSULTING SERVICES

This TASK ORDER NO. 2 to the Acoustic Engineering Consulting Services Agreement dated May 31, 2013, hereinafter called Agreement, between the City of Newport, (CITY), and Altermatt Associates, Inc., (ENGINEER).

A. DESCRIPTION OF PROJECT

Provide acoustic engineering consulting services during performance review/tuning, final checkout, etc. for the City of Newport's Newport Performing Arts Center Acoustic System per scope of services set forth in Attachment A.

B. SCOPE OF SERVICES

The City agrees to utilize the services of ENGINEER and ENGINEER agrees to perform acoustic engineering consulting services set forth in Attachment A.

C. CITY'S RESPONSIBILITIES

CITY to provide ENGINEER with the following information:

1. CITY shall provide timely review of submitted documents (1-week turnaround), as appropriate.

D. COMPENSATION

1. CITY shall pay ENGINEER according to the fee schedule set forth in Exhibit C to the Engineering Services Agreement dated May 31, 2013.
2. Services provided under this Task Order shall not exceed five thousand six hundred dollars (\$5,600.00) for Engineering Consulting Services and sixteen hundred dollars (\$1,600) for Direct Costs.

E. MISCELLANEOUS

All terms and conditions of the Engineering Services Agreement apply to this Task Order as though fully set forth therein. In the event of a conflict between this Task Order and the Engineering Services Agreement, the terms of this Task Order shall apply.

The parties do mutually agree to all mutual covenants and agreements contained within this Task Order No. 2.

CITY OF NEWPORT

By:



Title:

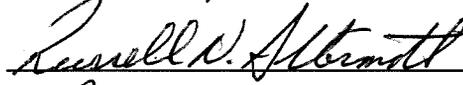
CITY MANAGER

Date:

3-6-14

ALTERMATT ASSOCIATES, INC

By:



Title:

PRESIDENT

Date:

3-4-2014

Attachment A

February 26, 2014

City of Newport
Department of Public Works
169 SW Coast Highway
Newport, OR 97365

Attention: Mr. Tim Gross

Reference: Newport Performing Arts Center
Acoustic Enhancement System, Task 2

Proposal 13018B

Dear Mr. Gross:

This letter is submitted in proposal to provide acoustical consulting services for the referenced project, Task 2. This task is expected to involve 1) provide assistance during final checkout, and adjustment of the system, 2) review of the performance of the installed system for acceptance, and 3) provide assistance during the 1 year warranty period.

The following tasks are expected.

A. SCOPE OF WORK

1. Provide coordination and assistance during Pre-Orchestral Voicing of the system. This would involve discussions and preliminary adjustment of the different individual voicing options available with the system to achieve the optimal acoustic enhancement possible without a performance group in residence. Estimate 1 work day.
2. Provide coordination and assistance during Return Voicing of the system during final checkout with orchestra, and other ensembles, in attendance, playing their instruments, singing, and speaking. This would involve the final adjustment of the previously determined, acoustic "presets" for the different theatre uses to achieve the best combination of enhancement options that will achieve the most natural, life-like, and optimal listening experience throughout the seating, and for the different program uses. Significant audible review will be involved. Estimate 1 to 2 work days.
3. Generate punch list. Review and advise the Owner on Contractor modifications addressing punch list items, and issues that arise during the final checkout, and the 1 year warranty period. As needed, estimate 5 to 10 hours.

B. FEES

1. Altermatt Associates, Inc. proposes to provide the services of the above Scope of Work, billing on an hourly basis according to the enclosed Fee schedule of the Acoustic Engineering Consulting Services Contract, for a fee currently estimated at \$3,400 to \$5,600.

2. Direct Costs

In addition to the above fees, Direct Costs (expenses according to the appended Fee Schedule & Services Form) will be billed at cost. Such costs would include expenses for all required trips to Newport. Expenses would include travel time (at 70% rate), auto trip mileage, lodging and meal expenses. The direct costs for a single trip are currently expected to not exceed \$700 (5 hours travel time at \$160 per hour x (0.7) + (218 miles) x (\$0.56/mile) = \$682), plus lodging and meal expenses. The only currently expected overnight stays would be for the onsite checkout and testing one day before the orchestra testing, and during the orchestra testing, potentially 2 to 4 nights.

3. Meetings

Required meetings in addition to the check-out site visit, if required, would be billed on an hourly basis as Additional Services.

4. Additional Services

Fees for Additional Services, not itemized in the above Scope of Work, shall be mutually agreed upon between the Owner and Consultant prior to the Consultant's performance of such services. Fees for additional services shall be billed according to the hourly rates on the Fee Schedule of the Acoustic Engineering Consulting Services Contract.

5. Payments

This Proposal is submitted on the basis that partial payments will be made according to the Acoustic Engineering Consulting Services Contract on receipt of monthly statements of engineering fees and direct costs reimbursable.

Tim Gross
February 26, 2014
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Please sign one copy of this proposal and return it to us so that we may proceed at your direction.
We look forward to assisting you on this project.

Sincerely,
ALTERMATT ASSOCIATES, INC.



Russell N. Altermatt, P.E.
Principal Engineer

RA:sa
Enclosure

Signed  Date 3-6-14

Name (Print) SPENCER NEBEL

Title CITY MANAGER
City of Newport