

## **1.0 INTRODUCTION**

- 1.1 AQUATIC DESIGN GROUP, INC. of Carlsbad, California (hereinafter referred to as “CONSULTANT”), proposes to provide consulting design services to ARC ARCHITECTS, (hereinafter referred to as “CLIENT”) for the following project:

South Whidbey Aquatic Wellness Center  
South Whidbey Island, Washington

- 1.2 In conformance with the Request for Proposal dated 21 October 2022 as issued by Paul Curtis, CONSULTANT shall provide:

## **2.0 SCOPE OF WORK**

- 2.1 CONSULTANT shall provide design and engineering services as hereinafter described for the following indoor swimming pools:

2.1.1 One (1) 8-Lane x 25-Yard Competition Pool

2.1.2 One (1) Therapy / Instructional Pool

## **3.0 SCOPE OF SERVICES**

- 3.1 Schematic Design Phase:

3.1.1 CONSULTANT shall review the program furnished by CLIENT to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with CLIENT.

3.1.2 Based upon the mutually agreed upon program, schedule and construction budget requirements, CONSULTANT shall prepare, for approval by CLIENT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of swimming pool project components. Schematic Design Phase deliverables shall include the following:

3.1.2.1 Swimming pool plan view(s).

3.1.2.2 Swimming pool longitudinal sections.

3.1.2.3 Swimming pool finish details.

3.1.3 CONSULTANT shall submit to CLIENT an estimate of probable construction cost based upon current area, volume, or other unit costs.

3.1.4 CONSULTANT shall provide CLIENT with building and infrastructure requirements, including design criteria, as needed to service the swimming pool equipment, including:

- 3.1.4.1 Swimming pool equipment room dimensions.
- 3.1.4.2 Sanitary/storm sewer requirements and points of connection.
- 3.1.4.3 Domestic water requirements and points of connection.
- 3.1.4.4 Natural gas requirements and points of connection.
- 3.1.4.5 HVAC requirements for swimming pool equipment.
- 3.1.4.6 Electrical requirements and points of connection for swimming pool equipment.

3.2 Design Development Phase:

3.2.1 Based upon the approved Schematic Design Documents and any adjustments authorized by CLIENT in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CLIENT, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to swimming pool architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Design Development Phase deliverables shall include the following:

- 3.2.1.1 Swimming pool plan view(s).
- 3.2.1.2 Swimming pool longitudinal and cross-sections.
- 3.2.1.3 Swimming pool finish details.
- 3.2.1.4 Swimming pool rail goods / competitive equipment details.
- 3.2.1.5 Outline specification in CSI format.

3.2.2 CONSULTANT shall advise CLIENT of any adjustments to the estimate of probable construction cost.

3.3 Construction Documents Phase:

3.3.1 Based upon the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CLIENT, CONSULTANT shall prepare, for approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the swimming pool. Construction Documents Phase deliverables shall include the following:

3.3.1.1 Architectural Drawings:

- Swimming pool plan view(s).
- Swimming pool longitudinal and cross-sections.
- Swimming pool finish details.
- Swimming pool rail goods details.

3.3.1.2 Structural Drawings:

- Swimming pool / surge tank structural sections.
- Swimming pool / surge tank reinforcement schedules.
- Miscellaneous swimming pool structural details.

3.3.1.3 Mechanical Drawings:

- Swimming pool piping plan.
- Swimming pool mechanical equipment piping plan.
- Swimming pool mechanical equipment sections.
- Miscellaneous swimming pool mechanical details.

3.3.1.4 Electrical Drawings:

- Swimming pool underwater lighting plan.
- Swimming pool timing system / scoreboard plan.
- Swimming pool single phase panel schedule.
- Miscellaneous swimming pool electrical details.

3.3.1.5 Miscellaneous:

- Swimming pool / surge tank structural calculations.
- Final form swimming pool technical specifications in CSI format.

3.3.2 CONSULTANT shall advise CLIENT of any adjustments to previous estimates of probable construction cost indicated by changes in requirements or general market conditions.

3.3.3 CONSULTANT shall assist CLIENT in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, as it relates to the swimming pool.

3.4 Plan Approval, Bidding or Negotiation Phase:

3.4.1 CONSULTANT shall assist CLIENT in connection with CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. CLIENT shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.

3.4.2 CONSULTANT, following CLIENT's approval of the Construction Documents and the latest estimate of probable construction cost, shall assist CLIENT in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services provided by CONSULTANT during this phase to include:

- 3.4.2.1 Assist CLIENT in preparation of addenda.
- 3.4.2.2 Assist CLIENT in responding to Contractor requests for clarification of the Construction Documents.
- 3.4.2.3 Assist CLIENT in review of bids and/or proposals in determination of lowest responsive bidder/proposer.

3.5 Construction Observation Phase:

3.5.1 CONSULTANT shall be a representative of and shall advise and consult with CLIENT: 1) during construction until final payment to the Contractor is due; and 2) as an Additional Service at CLIENT's direction from time to time during the correction period described in the Contract for Construction. CONSULTANT shall have authority to act on behalf of CLIENT only to the extent provided in this proposal unless otherwise modified. CONSULTANT shall provide the following construction support services:

- 3.5.1.1 Provide clarification, as required, of construction documents and respond to contractor requests for information.
- 3.5.1.2 Review and approval of swimming pool-related sample and material submittals specified in Contract Documents.
- 3.5.1.3 Assistance with the issuance and negotiation of change orders.
- 3.5.1.4 Review of contractor-submitted Record Drawings for contract conformance and completeness based upon field observations.

3.5.2 CONSULTANT shall visit the site at intervals appropriate to the stage of construction or otherwise agreed by CLIENT and

CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, CONSULTANT shall keep CLIENT informed of the progress and quality of the Work and shall endeavor to guard CLIENT against defects and deficiencies in the Work.

3.6 Visits to the Project Site:

3.6.1 CONSULTANT shall visit the offices of CLIENT and/or the Project Site in conformance with the following schedule:

3.6.1.1	Design Phases.....	Two (2) site visits
3.6.1.2	Construction Observation Phase...	Five (5) site visits

3.7 CONSULTANT's services are intended for the CLIENT's sole use and benefit and solely for the CLIENT's use on the Project. Except as agreed to in writing, CONSULTANT's services and work product shall not be used or relied on by any other person on entity, or for any purpose following substantial completion of the Project.

3.8 CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

3.9 CONSULTANT shall seek to comply with Building Codes applicable to the Project as is consistent with the professional standard of care and may seek and rely on the direction and input of public officials and others in doing so.

3.10 CONSULTANT's services shall be limited to those expressly set forth above, and CONSULTANT shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

3.11 This Agreement and all obligations described herein are intended for the sole benefit of the Parties and are not intended to create any third party rights or benefits.

#### 4.0 EXCLUSIONS TO SCOPE OF SERVICES

4.1 CLIENT shall provide full information regarding requirements for the project, including a program which shall set forth CLIENT's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Additional information that may be required by CONSULTANT as prepared by other members of the project team shall include:

4.1.1 Base sheets in digital (AutoCAD .dwg) format, including, but not limited to, the following:

- 4.1.1.1 Proposed drawing title block.
- 4.1.1.2 Site plan illustrating proposed swimming pool location(s).
- 4.1.1.3 Floor plan illustrating proposed swimming pool mechanical equipment room location.

4.1.2 Soils testing/engineering, including finalized geotechnical investigation report. Note: Unusual soil conditions such as expansive soils, fill soils, soils with low bearing capacity (under 2,000 psf), and high water tables which require additional engineering will be considered an additional service and compensated for in conformance with Article 7.1.2, below. This includes piles, piers, and/or mat slabs, and dewatering systems.

4.1.3 Utilities design to swimming pool mechanical equipment points of connection, including:

- 4.1.3.1 Sanitary sewer.
- 4.1.3.2 Storm sewer.
- 4.1.3.3 Domestic water.
- 4.1.3.4 Natural gas.
- 4.1.3.5 Pool heater flues and combustion / ventilation air louvers.
- 4.1.3.6 Design and specification of heat exchangers (if utilized in lieu of pool heaters), including hot water or steam piping and controls.
- 4.1.3.7 Electrical distribution, including single line diagram, three phase conduit and conductors, motor starters, and single phase conduit and conductors.
- 4.1.3.8 Telephone and data communications.

4.1.4 Architectural, structural, mechanical, HVAC and electrical design of mechanical equipment room or other building structures as required; architectural and structural design of waterslides, waterslide towers or other wet play equipment (engineered shop drawings to be furnished by specialty vendors).

4.1.5 Design of pool decks and deck drainage.

4.1.6 Miscellaneous plan check and permit fees as may be required by regulatory agencies.

4.1.7 CLIENT shall provide a complete bid documents set, featuring 100% construction drawings, specifications and addenda in an electronic format to CONSULTANT.

4.2 All construction projects require inspection and maintenance following completion. Operation, inspection, and maintenance are the sole responsibility of the Project Owner and CONSULTANT shall have no responsibility for any failures by the Project Owner or others to properly operate, inspect, or maintain the Project.

## **5.0 INDEMNITY**

5.1 CONSULTANT and CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.2 In the event CONSULTANT's indemnity obligations set forth above are in conflict with the Prime Contract or Agreement signed by CLIENT for this specific project, CONSULTANT agrees that the indemnity obligations provided in the Prime Contract shall govern in all instances to the fullest extent permitted by law.

5.3 These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by law.

## **6.0 USE OF DOCUMENTS / ELECTRONIC FILES**

6.1 CLIENT acknowledges the CONSULTANT's construction documents as instruments of professional service. Nevertheless, the drawings and

specifications shall become the property of CLIENT upon completion of the work and payment in full of all monies due to the CONSULTANT. CLIENT shall not reuse or make any modifications to the drawings and specifications without the prior written consent of CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by CLIENT or any person or entity that acquires or obtains the plans and specifications from or through CLIENT without the written authorization of the CONSULTANT.

- 6.2 Electronic files may be provided by CONSULTANT for review by CLIENT and use by the Design Team in the preparation of construction documents. CONSULTANT assumes no responsibility for determining whether the data or software format are correct, up-to-date, or together represent actual conditions, or liability for the translations or results thereof. Acceptance or use by CLIENT of electronic files shall constitute a total release from liability, and as an indemnification for all costs or expenses from any claims, suits, judgments, or any other actions or liability as a result of such use. Under no circumstances shall delivery of the electronic files be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CONSULTANT be liable for any loss of profit of any consequential damages as a result of re-use of electronic files. Drawing plan views may be delivered in AutoCAD .dwg or Adobe .pdf format. Drawing detail sheets are considered proprietary and will be delivered in AutoCAD .dwg or Adobe .pdf format only.

## 7.0 COMPENSATION

- 7.1 CLIENT shall compensate CONSULTANT for services rendered as follows:
- 7.1.1 Basic Services: The Scope of Services described above shall be compensated for by a lump sum, fixed fee equivalent to: ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$121,500.00) assigned to CONSULTANT.
- 7.1.2 Additional Services: If requested, additional services will be billed for on an hourly basis, in conformance with the rates outlined in Article 7.3, below.



7.1.3 Reimbursable Expenses: In addition to basic compensation, an allowance of \$10,500 shall be provided for reimbursable expenses. Reimbursable expenses will be billed at CONSULTANT's direct cost, and shall include the following:

- 7.1.3.1 Plotting and reproduction expense of Drawings, Specifications and other documents.
- 7.1.3.2 Special delivery and handling of documents and correspondence such as courier and overnight delivery services.
- 7.1.3.3 Travel and lodging expense associated with travel outside of Southern California and North Carolina in connection with the Project.

7.2 Terms of Payment:

7.2.1 Payments for Basic Services shall be made based upon percentage of completion in not less than monthly installments, in conformance with the following schedule of values:

7.2.1.1	Schematic Design Phase.....	\$18,225.00
7.2.1.2	Design Development Phase.....	\$36,450.00
7.2.1.3	Construction Documents Phase.....	\$48,600.00
7.2.1.4	Plan Approval, Bidding or Negotiation Phase...	\$ 6,075.00
7.2.1.5	Construction Observation Phase.....	\$12,150.00

7.3 Hourly Rates:

7.3.1 Compensation for additional services (when requested and authorized in advance by CLIENT) shall be provided in conformance with the following hourly rates:

7.3.1.1	Principal.....	\$ 235.00 per hour
7.3.1.2	Project Architect / Engineer.....	\$ 215.00 " "
7.3.1.3	Project Manager.....	\$ 195.00 " "
7.3.1.4	Designer.....	\$ 155.00 " "
7.3.1.5	Administrative.....	\$ 100.00 " "

**8.0 TIME**

8.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, soils data, etc.) from CLIENT or CLIENT's designated representative:

- 8.1.1 Schematic Design Phase: Complete within forty (40) calendar days of CONSULTANT's receipt of fully executed professional services agreement between CLIENT and CONSULTANT.
- 8.1.2 Design Development Phase: Complete within fifty (50) calendar days of approval of Schematic Design Documents and authorization to proceed with Design Development Phase.
- 8.1.3 Construction Documents Phase: Complete within sixty (60) calendar days of approval of Design Development Documents and authorization to proceed with Construction Documents Phase.

## 9.0 AUTHORIZED SIGNATURES

- 9.1 This proposal is valid for thirty (30) calendar days from the date referenced below and is submitted for and in behalf of CONSULTANT by:

### **AQUATIC DESIGN GROUP, INC.**



By: Scott Palmer  
Its: Director of Marketing



By: Gregory S. Ferrell, AIA  
Its: Principal

24 October 2022

Date

# EXHIBIT 'A'

## ARC Architects South Whidbey Aquatic Center Scope of Work October 27, 2022

### **Bruce Dees & Associates (BDA)**

In general, the scope of work includes landscape architectural services for the South Whidbey Aquatic Center. BDA will develop conceptual designs regarding the site and landscape approach in collaboration with ARC Architects, the prime consultant, and other subconsultants as required. We anticipate the site improvements to include perimeter landscaping, parking, pedestrian walkways, an entry plaza, and stormwater management solutions in support of the new aquatic center development. Upon approval of the conceptual design, BDA will move forward with construction documentation and permitting for the site and landscape design. Once permits are received, BDA will assist ARC Architects with bidding, construction observation and project closeout.

The specific scope of work for the plans is as follows:

### **I. SCHEMATIC DESIGN**

#### **A. Background Information & Program**

The work will include an analysis of existing conditions and review of work completed to date. A final site program will be developed that will be used in producing the conceptual designs for the site. This work includes:

1. Site visit and review of existing conditions.
2. Review required permits for landscape work.
3. Determine regulatory constraints for landscape work.
4. Review of project background information.
5. Develop final site program.

#### **B. Design**

BDA will develop design concepts informed by the background information and site program. BDA will work with ARC to analyze these concepts and receive feedback from the Client. Based upon feedback, BDA will advance and refine the design concept.

#### **Alternate Concepts & Evaluation**

BDA will generate up to three concept alternatives for the site and will evaluate each for their strengths and weaknesses in order to arrive at a preferred layout. This work includes:

1. Generation of hand drawn concept alternates as site plans/diagrams.
2. Evaluation of the relative strengths and weaknesses of concept alternates.
3. Refinement of the preferred alternate based upon feedback.

#### **Design Refinement**

Refine the selected design concept into the final Schematic Design concept in AutoCAD.

**C. Cost Estimate**

An estimate of probable construction cost will be prepared.

**D. Deliverables / Products**

1. Three (3) concept alternative designs.
2. One (1) final rendered Schematic Design site plan, with conceptual grading and drainage, and conceptual parking layout.
3. Cost Estimate for Landscape Related Amenities.

**E. Meetings**

BDA will participate in the following meetings:

1. One (1) site visit to review existing conditions (In-Person)
2. Two (2) Schematic Design progress meetings with ARC and/or the Client. (Virtual)
3. One (1) presentation of concept alternatives for feedback. (Virtual or In-Person)

**II. DESIGN DEVELOPMENT**

**A. Site Work**

In the Design Development Phase, BDA will finalize and describe the layout and character of the project for Client approval. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, user safety and maintenance requirements. Design Development includes the following:

Disciplines Coordination: Coordination with other consultants for the project.

Document Checking: Review and coordination of documents prepared for the project.

Permitting Authority Consulting: Research of critical applicable regulations, applicable laws, statutes, regulations, and codes to BDA work.

Client Data Coordination: Review and coordination of data furnished for the project by the Client.

Parking Improvements: Coordination of parking layout and improvements with the civil engineer.

Grading and Drainage: Coordination of the grading, drainage and stormwater management approach with the civil engineer.

Civil / Electrical Design: Coordination of landscape underground and surface appurtenances with the site design.

Site Design: Design and documentation of the landscape and site design, and coordination with other disciplines as necessary.

Cost Estimating: Development of an estimate of probable construction cost. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Analyze scope, schedule and budget options to stay within budget.

**B. Product Manual and Specifications**

Technical Specifications: Development of preliminary specifications in the CSI format related to our scope of work.

Reviews – Design Development Phase

1. ARC and Client review of Design Development documents.

**C. Updated Probable Construction Cost**

An estimate of probable construction cost will be prepared at the end of Design Development.

**D. Deliverables**

- One set Design Development plans, details and sections.
- Design Development estimate of probable construction cost.

**F. Meetings**

BDA will participate in the following meetings:

1. Two (2) Design Development progress meetings with ARC and/or the Client. (Virtual)
2. Two (2) Project Team coordination meetings. (Virtual)

### **III. CONSTRUCTION DOCUMENTS**

**A. Construction Drawings**

BDA will coordinate with the project team on the following drawings:

1. Clearing & Demolition Plans (To be completed by Civil Engineer)
2. TESC (To be completed by the Civil Engineer)
3. Paving & Horizontal Control Plan (To be completed by Civil Engineer. Parking and site layout concept will be developed by BDA)
4. Landscape Site Plan & Details (To be completed by BDA including site furnishings, seatwalls, planter walls, plaza detailing, steps and site features)
5. Grading and Drainage Plans (To be completed by the Civil Engineer. Site grading concept will be developed by BDA.)
6. Domestic Water & Sanitary Sewer Plans (To be completed by the Civil Engineer.)
7. Irrigation Plans & Details (To be completed by BDA)
8. Planting Plans & Details (To be completed by BDA)

Design Standards

- Design standards shall be per adopted South Whidbey Parks & Recreation District, City of Langley, and Island County requirements.

Final construction plans will be prepared on the electronic AutoCAD base drawings. Construction drawings will be developed in AutoCAD based on a grid of 1" = 20'.

**B. Technical Specifications**

1. Technical specifications for the work will be developed in the CSI (Construction Specification Institute) format.
2. Assist in establishing a base bid and alternates, and writing the description for alternate bid work.
3. Provide input into Division 1 as appropriate.

4. Provide input into Division 0 as appropriate.

**C. Reviews – Construction Document Phase**

We will submit Construction Documents for review at 60%, 90% and 100%. Review comments will be addressed and documented with each subsequent deliverable.

**D. Cost Estimate**

Estimates of probable construction costs will be provided at 60%, 90% and 100% reviews.

**E. Permit Documents**

Preparation of permit documents will be by others, BDA will assist with permit documentation as necessary based on our scope of work.

**F. Deliverables**

- One set of drawings for permit submittal, and up to two (2) rounds of permit review comment revisions.
- One set of construction document plans and technical specifications at 60%, 90% and 100%.
- Estimate of probable construction cost at 60%, 90% and 100%.
- Final estimate of probable construction cost. This estimate will be the basis for establishing the lump sum bid proposal, base bid, and alternates.

**G. Meetings (Virtual)**

BDA will participate in the three following meetings:

- Two (2) Construction Documentation progress meetings with ARC and/or the Client.
- Two (2) Project Team coordination meetings.
- One (1) Permit Pre-Application Meeting, if required.

## **IV. BIDDING**

**A. Bid Documents**

BDA will provide the following:

1. Assistance in preparing bid documents.
2. Attendance at on-site pre-bid conference.
3. Response to bidder questions related to our scope of work.
4. Preparation of addendums if required per our scope of work.
5. Review of all bid proposals regarding our scope of work.
6. Review of contractor qualifications related to our scope of work.

**B. Deliverables**

- Complete bid documents for BDA's scope of work ready for advertisement, and reproduction of the drawings, and specifications.

## **V. CONSTRUCTION ADMINISTRATION**

**A. Construction Review**

Construction review time will be provided on a periodic basis and will include:

- Attendance at pre-construction conference with ARC, Client and Contractor.
- Attendance at construction review meetings as appropriate.

- Surveillance of construction to include periodic visits to the site to observe the progress and quality of the work related to our scope of work.
- Review of the contractor's work and approval or disapproval of work in conformance with the contract documents.

**B. Submittal Review**

Review of contractor submittals for approval or disapproval of materials and equipment related to our scope of work.

**C. Request for Information (RFI) Response**

Response to RFI's as required for items related to our scope of work.

**D. Design Clarifications / Proposals Requests / Field Authorizations**

Monitor construction progress and quality with decisions relative to contract performance, including documentation of construction progress with field reports as appropriate.

**E. Evaluate Change Proposals / Orders**

Issue instructions to the Contractor and prepare field directives and change orders, if applicable per ARC Architects direction.

**F. Assistance in Evaluating Pay Requests**

Review contract payment requests regarding our scope of work.

## **VI. PROJECT CLOSEOUT & RECORD DOCUMENTS**

**A. Review Completed Work and Develop Punchlist**

Conduct a final review of construction installation and associated punchlist.

**B. Back Check Punchlist**

Conduct a final review of punchlist items and recommend acceptance.

**C. Final Submittals**

Review project closeout documents such as guarantees, warranties, and legal documents associated with our scope of work.

**D. Record Documents**

Provide complete set of CAD drafted record drawings from Contractor's as-built markups.

**E. Warranty Review**

Conduct a one-year warranty review.

## **PROVIDED BY CLIENT / OWNER**

### **1. Base Map Information**

ARC Architects to provide base mapping, topographic survey, architectural building footprints, architectural building floorplans, existing site and nearby utility information.

### **2. Site Access**

Rights-of-entry upon all lands necessary for the performance of the above described Scope of Services.

### **3. Geotechnical Investigation**

The Client will provide a geotechnical study and any testing that may be required for design or during construction.

### **4. Special Inspection/Testing**

The Client will obtain and pay for any special inspections including subbase compaction, concrete and asphalt testing during construction.

### **5. Daily Inspection & Required Test Witnessing**

The Client will conduct daily inspection and test witnessing for the irrigation pressure tests, and any domestic water testing that may be required.

### **6. Printing Costs**

All printing costs for bidding will be paid for by the Client.

## **EXTRA WORK**

### **1. Expanded Scope of Work**

If during the course of the project, the Client elects to expand the MACC or the Scope of Work, design fees for the additional work shall be negotiated.

### **2. Extra Work**

Any work not included in this Scope of Work or any meeting(s) in addition to those listed in the Scope of Work shall be considered extra work. No extra work shall be commenced without written authorization from the Client.

### **3. Phased Development**

The Scope of Work is based on one phase of construction. In the event the Client elects to divide the project into additional construction phases, the fees for additional work to prepare the additional construction documents, bidding, and construction review shall be negotiated.

### **4. Additional Construction Review**

In the event the estimated construction review time is exceeded as a result of the time of completion being extended, fees for the additional time and expenses shall be negotiated.

### **5. SWPPP / NPDES**

It is assumed any documentation or drawings required for SWPPP and NPDES will be provided by the Civil Engineer.



**EXHIBIT 'B'**  
**Compensation**  
**October 27, 2022**

<b>TASK</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>
1. Schematic Design	18%	\$ 21,600.00
2. Design Development	20%	\$ 24,000.00
3. Construction Documentation	31%	\$ 37,200.00
4. Bidding	2%	\$ 2,400.00
5. Construction Administration	27%	\$ 32,400.00
6. <u>Project Closeout</u>	<u>2%</u>	<u>\$ 2,400.00</u>
<b>Total Compensation</b>	<b>100%</b>	<b>\$120,000.00</b>

The above scope of work will be provided on a lump sum basis with payments made each month on a percent of completed work.



**SHORT FORM AGREEMENT  
Civil Engineering Services**

**Name of Project:** South Whidbey Parks Aquatic Foundation – Aquatic Center Design & Construction Support  
**Address of Project:** Maxwellton Road Parcel - Langley, WA

<b>Requested for this Project</b>	<b>Service Description</b>	<b>Hourly</b>	<b>Fixed</b>	<b>Fixed Rate or Hourly Est.</b>
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<input checked="" type="checkbox"/>	<u>DCG will complete the remaining design, permitting, and construction support for the Large On-site Sewage System (LOSS) proposed in conjunction with the Aquatic Center development. This will include completion of the remaining site investigation work, completion of the state’s environmental review process, preparation of the required plans, specifications and engineering report for DOH review and preparation/submittal of required DOH permit documents. Upon construction approval, DCG will provide limited construction support, including contractor submittal review, will complete the project certification process at construction completion, will prepare LOSS record drawings and a final operation and maintenance manual. Additionally, DCG will provide LOSS system cost information in accordance with the ESE and will work with the MIG engineering team to convey pertinent water system information that has been gathered through our past work on the system.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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**Total Estimate: \$47,994**

**Schedule:** DCG will begin work immediately following authorization to proceed and will work with the design team to formulate a schedule that fits project goals.

**DCG Hourly Rate Schedule:**

Position	Rate	Hours	Subtotal
Principal Engineer	\$266	30	\$7,980
Engineer V	\$169	65	\$11,154
Engineer II	\$110	208	\$22,880
Engineer Tech IV	\$115	52	\$5,980

Expenses will be invoiced at cost plus ten percent (10%) and mileage will be invoiced at the current federal published rate per mile for project related travel.

**Assumptions & Limitations:**

- Client will provide DCG with an updated topographic survey and site plan for the development site, the drainfield site and the pipe route between the two for use in development of the LOSS plan set.
- See the Notes section of the attached ESE for task related descriptions and assumptions.

<p><b>Seattle</b> 9706 4<sup>th</sup> Ave NE, Suite 300 Seattle, WA 98155 tel 206.523.0024</p>	<p><b>Mount Vernon</b> 2210 Riverside Dr, Suite 110 Mount Vernon, WA 98273 tel 360.899.1110</p>	<p><b>Federal Way</b> 31620 23rd Ave S, Suite 307 Federal Way, WA 98003 tel 253.237.7770</p>	<p><b>Whidbey Island</b> 1796 E Main St, Suite 105 Freeland, WA 98249 tel 360.331.4131</p>
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**Payment**

Due upon delivery

To be invoiced, due within 30 days of invoice

**Client Information**

**Name:**

**Address:**

**Telephone:**

**E-mail:**

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**Client Signature**

**Date**

**DCG Authorized Representative**



11/03/2022

**Signature**

**Date**

Terms and Conditions attached



**DAVIDO CONSULTING GROUP, INC.**  
**PROFESSIONAL ENGINEERING SERVICES ESTIMATE**

**Project:** SWPAF Aquatic Center Design & Construction Support  
**Client:** South Whidbey Parks Aquatic Foundation (c/o ARC Architects)  
**DCG PM:** Quin Clements, PE

Task No.	Task Description	Notes	DCG LABOR CATEGORIES				Total Hours	DCG Total Each Task
			Principal Engineer - Civil	Engineer V - Civil	Engineer II - Civil	Engineer Tech IV		
<b>1</b>	<b>Project Management/Administration</b>		<b>2</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>14</b>	<b>\$2,206</b>
1.1	Field Reconnaissance (1), Meetings (2), & Correspondence	1	2	6	6		14	\$2,206
<b>2</b>	<b>Large On-site Sewage System (LOSS)</b>		<b>22</b>	<b>60</b>	<b>192</b>	<b>52</b>	<b>326</b>	<b>\$43,092</b>
2.1	Soil Characterization and Site Inspection	2	1	4	8		13	\$1,822
2.2	Environmental Review (Site Risk Survey)	3	1	2	12		15	\$1,924
2.3	Engineering Report	4	4	8	32		44	\$5,936
2.4	Engineering (Plans)	5	4	8	32	40	84	\$10,536
2.5	Engineering (Specifications)	6	4	8	24		36	\$5,056
2.6	Engineering (Cost Estimate)	7	2	8	16		26	\$3,644
2.7	Project LOSS Permitting	8	1	4	8		13	\$1,822
2.8	Construction Support and Construction Certification	9	2	8	16		26	\$3,644
2.9	Record Drawings	10	1	2	4	12	19	\$2,424
2.10	Operation & Maintenance Manual	11	2	8	40		50	\$6,284
<b>3</b>	<b>Water System Consultation</b>		<b>6</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>16</b>	<b>\$2,696</b>
3.1	Provide System Background Information		6	0	10		16	\$2,696
<b>4</b>	<b>Additional Services</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,500</b>
4.1	Additional Site Investigation to Support Alternate Drainfield Site (As Needed)	12					LS	\$1,500
TOTAL ESTIMATED HOURS BY LABOR CATEGORY			30	66	208	52	<b>712</b>	<b>\$47,994</b>
HOURLY RATE			\$266.00	\$169.00	\$110.00	\$115.00		
TOTAL ESTIMATED CHARGES BY LABOR CATEGORY			\$7,980	\$11,154	\$22,880	\$5,980		

- Notes:
- 1 Time has been included for attendance of a site meeting (1), attendance of two (2) team coordination meetings (online), and general project related correspondence.
  - 2 DCG will coordinate and attend the required site soils inspection with the State DOH. This work will include the services of Digiduous Design Services LLC who is a local septic/soils expert typically used to assist with the soil identification process (Digiduous fees included in the expense line within the Fee Estimate Summary). Pricing for this task assumes that the Park will provide all staff and equipment
  - 3 Previous correspondence with DOH has indicated that a Site Risk Survey should suffice for the Environmental Review portion of the permitting process. If it is determined that a full hydrogeologic study is required, DCG reserves the right to negotiate the costs for that additional work under a separate or amended contract.
  - 4 DCG will prepare a project specific engineering report in accordance with Washington Administrative Code (WAC) 246-272B.
  - 5 DCG will prepare a fully engineered plan set for the LOSS for use in project permitting, bidding and construction.
  - 6 DCG will prepare pertinent LOSS specific specification sections (in CSI or preferred format) for incorporation into the project bid package.
  - 7 DCG will prepare a LOSS specific cost estimate at the SD, DD and Permit stages for incorporation into the overall project cost estimate package.
  - 8 DCG will prepare all necessary State DOH LOSS permit documents and will oversee the LOSS permitting process through construction approval. It is assumed that all permit related fees will be paid directly by the Client.
  - 9 DCG will assist with the review of LOSS specific construction submittal documents, will provide limited construction support (assume 3 site visits), and will prepare DOH construction certification documents.
  - 10 Upon construction completion, DCG will prepare LOSS record drawings, based on contractor supplied redlines, for DOH submittal.
  - 11 Upon construction completion, DCG will prepare a LOSS Operation & Maintenance Manual for DOH review and approval.
  - 12 Lump sum cost has been provided for the potential investigation of alternative drainfield sites. This cost would apply to each site investigated and assumes that the Park will provide all equipment and staff necessary for the excavation of investigative soil holes. If the timing of this investigation requires an additional DOH Soils Characterization/Site Inspection process, the cost associated with that additional work will follow Task 2.1 above. \*\*Costs associated with this item have not been included in the Fee Estimate Summary above.

**FEE ESTIMATE SUMMARY**

**DCG Labor Fees: \$47,994.00**

**DCG Expenses & Mileage: \$1,000.00**

**TOTAL ESTIMATED MAXIMUM FEES: \$48,994.00**



7/30/2022

## TERMS AND CONDITIONS

Davido Consulting Group, Inc. (hereinafter referred to as "DCG") and CLIENT named on the Short Form Agreement or Proposal Letter combined with these Terms and Conditions (hereinafter referred to as "Agreement") for the Project named on the Short Form Agreement or Proposal Letter agree as follows:

**ARTICLE I – Work, Assumptions, and Deliverables.** DCG's scope of work ("Work"), Assumptions, and Deliverables are specified in the Agreement. DCG shall perform its Services with the same degree of care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality of the Project. DCG shall perform its Services as expeditiously as is consistent with the applicable professional standard of care.

**ARTICLE II - Payment Conditions.** DCG's charges are specified in the Agreement. Hourly fees shall be billed at the rate schedule at the time of invoicing. All charges shall be deemed to include all taxes and all other charges levied by any government agency on DCG relating to the Work. Unless otherwise specified, the frequency of invoicing shall be monthly. DCG agrees to provide such supporting documentation for each invoice as CLIENT may reasonably require. CLIENT shall pay each invoice properly submitted by and due DCG within 30 days of the date of invoice or as required by law. If payment is not maintained on a thirty (30) day current basis, DCG may suspend further performance until payments are current. CLIENT shall notify DCG of any disputed amount within fifteen (15) days from the date of invoice, give reasons for the objection, and promptly pay the undisputed amount. CLIENT shall pay an additional charge of one and one-half percent (1.5%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid by the prevailing party. Final payment shall be made upon completion and acceptance of the Work by CLIENT. In the event of a sale of the project the CLIENT will notify DCG of new owner (responsible party). If CLIENT fails to provide information, then the CLIENT is responsible for all charges accrued past the sale date.

**ARTICLE III – Notice to Proceed, Schedule and Delays.** Unless otherwise specified by Client in writing the Notice to Proceed shall be the date the Agreement is signed by the CLIENT. DCG will complete the Work in accordance with the Schedule specified in the Agreement, except to the extent modified by Article IX. DCG shall notify CLIENT immediately by telephone, e-mail, facsimile, or in writing of any event or condition impairing its ability to meet the Schedule, together with proposed revisions to the Schedule. Agreement end date shall be as specified on the Agreement.

**ARTICLE IV - Changes and Additional Compensation.** CLIENT, by written order (hereinafter referred to as "Change Order"), may make changes in the Work including, but not limited to, increasing or decreasing the Work or directing acceleration in the performance of the Work. CLIENT and DCG shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order, however, DCG has sole discretion to establish the charges due as a result of a Change Order.

**ARTICLE V - Insurance.** DCG agrees that it now carries, and will continue to carry during the performance of this Agreement, the applicable insurance policies indicated below with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least one year after completion of the Work.

- (1) General Liability**            **\$1,000,000 per occurrence**
- (2) Professional Liability**    **\$ 2,000,000 per occurrence**
- (3) Additional Liability**       **\$ 5,000,000 per occurrence**

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<b>Seattle</b>	<b>Mount Vernon</b>	<b>Whidbey</b>	<b>Federal Way</b>	<b>Spokane</b>
9706 4th Ave NE, Ste 300 Seattle, WA 98115 Tel 206.523.0024	2210 Riverside Dr, Ste 110 Mount Vernon, WA 98273 Tel 360.899.1110	1796 E Main St, Ste 105 Freeland, WA 98249 Tel 360.331.4131	31620 23rd Ave S, Ste 307 Federal Way, WA 98003 Tel 253.237.7770	601 Main Ave, Ste 617 Spokane, WA 99201 Tel 509.606.3600

**ARTICLE VI – Risk Allocation.** The liability of DCG, its employees, agents, subcontractors (referred to collectively in this Article as “DCG”), for CLIENT’s claims of loss, injury, death, damage, or expense, including, without limitation, CLIENT’s claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement shall not exceed in aggregate the total sum of \$50,000 or DCG’s total fees received under the Agreement, whichever is less, for claims in which DCG has any legal liability.

**ARTICLE VII - Disputes.** After first attempting to resolve disputes through good faith negotiations, the parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement. Jurisdiction and venue for any claim or dispute between the parties shall be the King or Island County Superior Court and any dispute shall be determined by immediate reference of the matter to mandatory arbitration as provided by RCW 7.06 et seq., the Superior Court Mandatory Arbitration Rules and the applicable Local Rules of the King or Island County Superior Court. The fact that the amount in controversy may exceed the maximum otherwise subject to arbitration will not divest the arbitrator of the power to hear and determine the issues and any such limitations are waived. Neither party shall have the right to trial de novo, and the parties agree that the arbitrator’s decision will be final and binding.

**ARTICLE VIII - Ownership of Documents, Patents and Copyrights.** All intellectual property developed in the performance of the Work, and all records relating to the Work, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed equal property of DCG and the CLIENT. DCG will retain possession of the originals and the CLIENT shall have the right to obtain copies or reproduction at CLIENT’s cost. Client agrees that DCG will not have any liability to Client, or any third party, for any revision or addition to, alteration or deviation from DCG’s Work Product occurring subsequent to DCG’s completion of services under this Agreement or earlier termination of this Agreement, or for use of DCG’s Work Product on another project by or on behalf of Client, and Client shall defend, indemnify and hold DCG harmless from and against all liability, loss, damages, costs and expenses, including reasonable attorneys’ fees and disbursements, which DCG may at any time sustain or incur by reason of any such use, revision, addition, alteration or deviation by or on behalf of Client. Notwithstanding the transfer of ownership set forth above, DCG shall retain ownership rights to its standard, non-project specific details, design and specifications.

**ARTICLE IX – Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and could not reasonably be anticipated or prevented. For purposes of this Agreement Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riots, strikes, lockouts, and other industrial disturbances, unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services, court orders, acts of God, acts, orders, laws, or regulations of the government of United States or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Work may be continued.

**ARTICLE X - Notices.** Notices shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the authorized representative of the other party; notices given by mail shall also be transmitted by facsimile or e-mail at the time of mailing. In the absence of specifically-designated authorized representatives, the signatories to this Agreement shall be authorized representatives. Each party shall have the sole responsibility to provide written notice of a change in its authorized representative.

**ARTICLE XI - Integrated Writing.** This Agreement constitutes the entire agreement between CLIENT and DCG and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the parties authorized representatives. There shall be no oral modification of this clause.

**ARTICLE XII – Lien Rights.** The CLIENT is hereby notified that DCG by statute has the right to place a lien on real property for services performed on and for the benefit of real property for nonpayment of fees.

October 25, 2022

ARC Architects  
**Paul Ross Curtis**  
119 S Main St, Suite 200  
Seattle, WA 98104

**RE: South Whidbey Aquatic Wellness Center**

**FP-WA-2022-0219**

Dear ARC Architects,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Trish Drew, CPE, LEED AP  
Managing Director

## SCHEDULE 1

### DCW COST MANAGEMENT, LLC's Basic Services

#### Project Description:

We understand that the project comprises cost planning for the South Whidbey Aquatic Wellness Center located at in Langley, WA. The cost study scope of work includes costing the Schematic Design, Design Development, and Permitting Documents.

The intended design package consists of development of an indoor aquatic and wellness facility. The proposed center will be approximately 20,000 SF and will contain an aquatic center with two pools (a competition pool and a combination therapy/instructional pool), business offices, and other amenities.

#### Detailed Scope of Work:

##### Task 1 Schematic Design

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- This stage includes a maximum of five alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

##### Task 2 Design Development

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- This stage includes a maximum of four alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

##### Task 3 Permit Set

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.



**SCHEDULE 2**  
**Fee Schedule**

**Fee Breakdown**

	HRS	RATE	SUM
Task 1 Schematic Design	42	\$165	\$6,930.00
Task 2 Design Development	38	\$165	\$6,270.00
Task 3 Permit Set	26	\$165	\$4,290.00
<b>SUM Total</b>	<b>106</b>		<b>\$17,490.00</b>

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$17,490**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

**(end of page)**

**SCHEDULE 3**

**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<b><u>Bill Rate</u></b>
Directors	\$175.00
Specialists	\$165.00- \$175.00
Cost Estimators*	\$155.00 - \$165.00
Clerical	\$100.00
Deposition and Trial	Additional 50%

\*Primary work performed by Cost Estimators

**Confirmation of Agreement:** This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: Paul Ross Curtis

*DATE: 10/25/2022*

*DATE:*

*By: Trish Drew*

*By: ARC Architects*

*Its: Managing Director*

*Its: Principal*

  
\_\_\_\_\_

\_\_\_\_\_

October 28, 2022

Paul Curtis  
ARC Architects  
119 S Main St, Ste 200  
Seattle, WA 98104-2579

Re: South Whidbey Island Aquatic Center  
Professional Services Proposal

Dear Paul:

Thank you for the opportunity to provide you with our proposal for the South Whidbey Island Aquatic Center project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

## **PROJECT DESCRIPTION**

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### **Project Owner**

South Whidbey Parks and Recreation District

### **Project Location**

Community Park, South Whidbey Island, WA

### **Project Description**

This project consists of an indoor Aquatic Wellness Center on Whidbey Island in Community Park. The proposed facility will be approximately 20,000 SF and will contain an aquatic center with two pools (competition and therapy/instruction pool), business offices and other amenities.

### **Sustainable Design Requirements**

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective.

## **INFORMATION SOURCE**

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Based on RFP/email from Paul Curtis dated October 21, 2022.

## **ASSUMPTIONS**

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Based on information received, we understand that this project:

- Will have a single bid/construction packet.
- Will have a single document/construction phase.
- Project will be developed as a Revit model to meet Level of Development 300.
- Project Funding: We have assumed and understand that funding for this project has been secured or will be in place when project design starts. We have not assumed that payment for services will be held or delayed due to any funding delays or issues.

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## PROJECT SCHEDULE

- Design: Assuming 12 months from NTP to Permit drawings.
- Construction: To commence in July of 2024.

Note: Dates listed above are approximate based on information provided. However, substantial changes to the schedule above, and start/stops to project progress may result in additional services and fees.

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## MEETINGS AND DESIGN SITE VISITS

- Conference calls with design team, Owner representative, and construction team during design and documentation for coordination, as required.
- Up to two Site Visits during design for Plumbing and Mechanical, as required.

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## DESIGN SUBMITTALS

- Schematic Design (Basis of Design Narrative, MEP PDF Concept Sketches, and MEP cutsheets for major equipment as required)
- Design Development (DD Drawings, Preliminary Specifications)
- 50 Percent Construction Documents, (CD Drawings and Specifications)
- 90 Percent Construction Documents/Permit (CD Drawings, Specifications and Code Forms)
- Final Construction Documents (CD Drawings and Specifications)

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## CONSTRUCTION COSTS

Based on information received, we have assumed the following preliminary estimate:

- Total Construction Cost: \$12,000,000

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## ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are additional services.

### Mechanical Engineering Services

#### Heating, Ventilating, and Air Conditioning Systems

1. Air conditioning and heating systems design.
2. Space heating and ventilation design for areas not requiring air conditioning.
3. Building exhaust systems design.
4. Humidification/dehumidification systems design.
5. Performance specifications for temperature control or building energy management system.
6. Heating and cooling load calculations.
7. State Energy Code calculations for building mechanical systems.
8. State Energy Code calculations for building envelope compliance utilizing envelope tradeoff software or equivalent.

#### Plumbing Systems

1. Sanitary drainage, vent, domestic water, storm water, and natural gas piping design from 5 feet outside building.

2. Plumbing fixture specifications.
3. Design for connection of Owner-provided equipment, and appliances based on information provided by other consultants.
4. Connections to pool and spa equipment and systems based on information provided by pool consultant. Pipe distribution and pool systems equipment in pool equipment room and all pool systems shall be by pool consultant.
5. Water purification and softening system for domestic water for building, as required.

### **Fire/Life Safety Engineering Services**

#### **Fire Protection Sprinkler Services**

1. Performance specifications only based on the following. No drawings are included in this approach.
  - a. State and local code requirements.
  - b. Owner standards/project requirements. An information request will be provided to confirm Owner requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.
3. Preliminary sizing of fire main service and coordination with civil engineer. Incoming fire main location shown on plumbing drawings.
4. Riser location and room size estimate.
5. Determination of need for standpipes.
6. State fire code fire flow calculation.
7. Review of adequacy of water supply for fire protection.

#### **Optional: Energy Consulting Services**

1. Provide energy analysis to meet LEED® or WA state code compliance requirements.
2. Review design documents and identify energy conservation measures (ECMs) which typically include:
  - a. Building envelope thermal performance improvements.
  - b. High performance windows.
  - c. Daylight harvesting.
  - d. Interior lighting with low power density.
  - e. Occupancy based interior lighting controls
  - f. Exhaust energy recovery and demand-controlled ventilation.
  - g. High-efficiency cooling technology.
  - h. High-efficiency heating technology.
  - i. Energy-efficient air moving equipment: premium efficiency motors, VFDs, low-pressure drops and variable flow.
  - j. Energy-efficient water moving equipment: premium efficiency motors, VFDs, low-pressure drops and variable flow.
  - k. Solar technologies.
3. A baseline building energy model using IES hourly energy simulation program.

4. Calibrate baseline building energy model through energy benchmarking.
5. Analyze ECM energy and cost savings.
6. Coordinate with design team on ECM costs.
7. Analyze ECM cost effectiveness.
8. Provide energy-efficient design input to design team.
9. Document and submit analysis results.
10. Respond to review comments.
11. Prepare submittals on behalf of Owner for credits.

**Optional: Sustainable (LEED®) Design Services**

1. Participate in LEED® scorecard review.
2. Participate in full day sustainable design charrette by mechanical and electrical, one or two representatives.
3. Incorporate LEED® required design for mechanical, electrical, and plumbing systems.
4. Provide documentation and submittals for LEED® prerequisites and credits associated with mechanical, electrical, plumbing, and renewable energy systems.

**CONSTRUCTION ADMINISTRATION AND BIDDING/NEGOTIATIONS**

1. Answer questions during bidding phase.
2. Issue addenda as may be required under the original design scope during the bidding phase.
3. Two reviews of the submittals for each Division are included; additional reviews will be billed at our hourly rates with prior written approval. Fee is based on submittals being provided per Interface standard specifications.
4. Answer RFIs, DCVRs, and construction questions.
5. Construction observation site visits:
  - a. Up to four site visits (includes final punch) during construction for HVAC and plumbing, including fire sprinkler.
6. Issue of ASIs, change orders, plan revisions, etc. generated by others is not included. Additional fees will be submitted for prior approval for these services.
7. Review of change order costs initiated by others is not included.

**EXCLUSIONS AND CLARIFICATIONS**

1. It is assumed that final bidding of the project will not be done until receipt of permit and issuance of 100 Percent CD. Bidding prior to the completion of the documents is done at the Owner's risk.
2. Substantial cost reduction requiring redesign after 100% Design Development is not included.
3. Redesign work associated with substantial floor plan changes after 100% Design Development is not included.
4. Changes to the MEP design related to change orders initiated by others, supply chain issues, ASIs, and/or value engineering are not included.
5. Fee assumes that the existing systems are adequate to serve the project area.

6. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing and provide comments.
7. Life cycle cost analysis for mechanical/electrical systems are not included.
8. Attendance at prebid and preconstruction meetings is not included.
9. Construction record drawings are not included.
10. Shop drawings, fabrication drawings, and construction coordination drawings are not included.
11. Structural calculations for the seismic restraint and anchorage of equipment are not included.
12. Design of building footing drainage and/or sub-slab groundwater drainage will be performed by others.
13. Radon system design is not included unless proposed and accepted.
14. Waterproofing details/requirements for building components by others are not included.
15. Acoustical analysis, design of noise attenuation requirements, and special vibration isolation requirements for mechanical systems will be performed by others. We will include modifications to our systems per your acoustical consultants' recommendations within our base fee.
16. Project related services associated with LEED and/or other third-party Green Building Certification.

## FEE

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### Fixed Fee

	<b>Mechanical Engineering</b>	<b>Fire Sprinkler</b>	<b>Phase Totals</b>
Schematic Development	\$23,600	\$1,800	\$25,400
Design Development	\$32,400	\$2,500	\$34,900
Construction Documents	\$58,800	\$4,500	\$63,300
Bid/Negotiation & Permit	\$3,000	\$300	\$3,300
Construction Administration	\$29,400	\$2,300	\$31,700
<b>Discipline Totals</b>	<b>\$147,200</b>	<b>\$11,400</b>	<b>\$158,600</b>

**Total Fee: \$158,600**

\*Plus reimbursable expenses noted below.

### OPTIONAL SERVICES (ADDITIVE)

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<b>Project Phase</b>	<b>Fee</b>	<b>Client Initials</b>
Energy Consulting/Modeling Services for LEED	\$26,000 estimate	
Energy Consulting/Modeling Services for WA State Code Compliance	\$24,000 estimate	
LEED Design Services	\$4,000 estimate	

## **PAYMENT TERMS**

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Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations over 20 miles, parking, shipping, and messenger services.

Billed in addition to the above fee at cost plus 10 percent processing fee.

Travel Expenses: Airfare, car rental, lodging, and other travel expenses will be billed at our cost plus 10 percent.

Total not-to-exceed reimbursables budget is estimated to be **\$4,000**.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

## **ADDITIONAL SERVICES**

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Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed\*. Our current standard hourly rates (2022) are:

Senior Principal:	\$250/Hour
Principal:	\$230/Hour
Associate Principal:	\$210/Hour
Associate/Project Manager:	\$190/Hour
Senior Engineer/Designer:	\$170/Hour
Engineer/Designer:	\$150/Hour
Revit Designer/Drafter:	\$120/Hour
Administrative:	\$100/Hour

\*Annual rate changes are expected to be 4% per year.

## **DESIGN-BUILD SERVICES**

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If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction



documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind ARC Architects. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,



Andrew Lasse, PE, LEED AP  
Principal

AJL:al

Enclosures: Standard Provisions

COMPANY: ARC Architects

CONTACT: \_\_\_\_\_  
Paul Curtis, Principal

\_\_\_\_\_  
Date

## **STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES**

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1. **Standard of Care:** The services provided by Interface Engineering, Inc. (Interface) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Interface makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.
2. **Indemnity:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Interface, its officers, directors, employees, agents and subconsultants from and against all damages, liability and costs, including reasonable attorneys' fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with the performance of Client and Interface pursuant to this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of Interface.
3. **Non-Responsibility:** Interface shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond Interface's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Interface's work promptly, or due to late or slow or faulty performance by Client, Client's consultants, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of Interface's services.
4. **Client Information:** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine Interface's submissions; and respond promptly to Interface; and give prompt written notice to Interface whenever Client observes or otherwise becomes aware of any defect in the work. Interface has a right to rely on the accuracy and completeness of information provided by Client.
5. **Payment:** Fees and reimbursable expenses will be billed monthly as services are performed. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of receipt of invoice. Delinquent invoices shall bear interest at the rate of 1.5 percent per month (but not exceeding the maximum amount allowable by law) until paid. Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services. Payments received shall be first applied to interest and then to the unpaid principal balance. Client shall pay Interface's reasonable costs, including staff time, attorneys' fees and costs, incurred in collecting any delinquent amount regardless of whether litigation or arbitration has been filed.
6. **Fees:** Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils and engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, document reproduction costs, and other charges not specifically covered by the terms of this Agreement. Any such fees paid by Interface on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.
7. **Site Control:** Interface and its personnel shall have no authority or responsibility to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the Project. Client agrees that its contractor shall be solely responsible for job site safety, means and methods, and warrants that this intent shall be made

- evident in Client's agreement with its contractor. Client also agrees that Client, Interface, and Interface's consultants shall be indemnified and shall be made additional insureds under the Contractor's General Liability Insurance Policy and Builder's Risk Policy.
8. Document Ownership: All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by Interface as instruments of service shall remain the property of Interface. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification to the documents, without the prior written authorization of Interface shall be at Client's sole risk and without liability to Interface, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Interface harmless from any claim, cause of action, liability or cost (including reasonable attorneys' fees and defense costs at trial, arbitration and on appeal) arising out or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without Interface's written authorization.
  9. Cost Estimates: In providing opinions of probable construction costs, Client understands that Interface has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by Interface are to be made on the basis of Interface's qualifications and experience. Interface makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.
  10. Hazardous Materials: Client acknowledges that Interface's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Interface, or any other party, encounters these materials at a job site, or it should become known that any such materials may be present at a job site or in adjacent areas which may affect Interface's performance of services, Interface may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist(s), consultant(s) or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Interface, its officers, directors, employees, agents, and subconsultants, from and against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of, or in any way connected with the detection, presence or handling, removing, abatement, or disposal of any asbestos, hazardous or toxic substances, products and materials that exist on, about, or adjacent to the job site.
  11. Termination - Suspension: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Interface to suspend performance of services until such delinquency is cured or, so long as such delinquency persists, Interface may terminate this Agreement upon five days' written notice without liability. This Agreement may otherwise be terminated by either party upon 30 days' written notice to the other in the event of a material breach by the other. In the event that Client becomes bankrupt or insolvent, Interface may terminate this contract without liability for direct, consequential or any other type of damages. In the event of termination of this Agreement, Client shall promptly pay Interface for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provision of this agreement.

12. **Third-Party Beneficiary:** Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of any third party against, either Client or Interface. Interface's services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against Interface because of this Agreement or the performance or non-performance of services hereunder.
13. **Mediation:** Should any dispute arise between Client and Interface under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the parties, prior to commencement of litigation. Mediation will be conducted in Portland, OR. Both parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.
14. **Oregon Law:** This Agreement is to be governed by and interpreted under the law of the state of Oregon. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.
15. **Assignment:** Neither Client nor Interface shall assign its interest in this Agreement without the prior written consent of the other.
16. **Warranties:** Interface has made no warranties or guaranties except as expressly written within the Agreement.
17. **ADA and Regulatory Compliance:** The American with Disabilities Act ("ADA") requires the removal of architectural barriers. Client acknowledges that requirements of the ADA will be subject to various, and possibly contradictory, interpretations. Client also acknowledges that other laws, codes, rules, ordinances, and regulations may also be subject to contradictory interpretation. Interface will use reasonable professional efforts and judgment to interpret typical ADA requirements, and other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Interface cannot and does not warrant or guarantee that Client's project will comply with all interpretations of the ADA requirements, and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Client agrees that Interface is not obligated for additional costs incurred due to changed interpretations, providing Interface used reasonable professional effort and judgment.
18. **Integration:** This Agreement contains the entire Agreement between Client and Interface, and no other oral or written inducement or promise has been made to or extended from either party as a part of this Agreement.
19. **Waiver:** The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
20. **LIMITATION OF LIABILITY. Professional and Nonprofessional Liability:** To the maximum extent permitted by law, and in recognition of the risks and rewards to Client and Interface, Client agrees to limit Interface's liability for Client's damages arising from Interface's errors and omissions associated with work performed under this Agreement to Interface's fee. As to all non-professional liability claims, Client Agrees to limit Interface's liability to Interface's available insurance. These limitations shall apply regardless of the cause of action or legal theory pleaded or asserted, including, but not limited to negligence, breach of contract, negligent misrepresentation and strict liability. Client may negotiate higher limitations of liability for an additional fee.
21. **Limitation of Liability - Consequential Damages:** Neither Interface nor Interface's directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential, or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation, reckless misrepresentation, or otherwise.

22. Statutes of Limitation: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion or the date of issuance of the final certificate for payment for acts or failures to act occurring after substantial completion. In no event shall such statutes of limitations commence to run any later than the date when Interface's services are substantially completed.
23. LEED: If the project pursues LEED certification or other similar guidelines, the following applies: The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilizes certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, Interface shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the same profession involved in the design of similar projects in the same locale as the Project. Client acknowledges and understands, however, that LEED is subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of Interface including, but not limited to, Client's use and operation of the completed project. Interface does not warrant or represent that the Project will actually achieve LEED certification. Interface shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Interface shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by Client without the direct participation and written approval of Interface. Likewise, Interface shall not be responsible for any environmental or energy issue arising out of Client's use and operation of the completed project.

\_\_\_\_\_  
Client Initials



November 10, 2022

Paul Curtis, Principal  
ARC Architects  
Curtis@arcarchitect.com

Subject: South Whidbey Aquatic Center

### Project Description

This project includes design and permitting for a new Aquatic Center to be located within the South Whidbey Community Park.

### Project Location / Context

The Project is located within the South Whidbey Community Park on Whidbey Island.

### Nature of Work

This civil engineering work will include design under basic services and extra services per the guidelines for determining A/E Fees for Public Works Building Projects. The work will include erosion control, site demolition, drainage, water services, vehicular paving, pavement markings, and traffic signage. The on-site wastewater system will be designed by others. The water system approach will need to be confirmed early in the program development to confirm available water to support domestic and fire fighting needs.

## Scope of Services

### Task 1: Programming and Site Planning \$14,150

This task will confirm the program of the site to support the building program. With the program confirmed, a site within the park will be identified. The site program will include identifying vehicular parking, access and circulation needs onsite and offsite. Downstream stormwater confirmation will include a site walk to review and document the current conditions. The on-site water system will be documented through discussions with staff and other designers. The scope of the water system is unknown at this time and may be driven by fire marshal and fire protection requirements

Subtasks will include:

- Coordinate with Design team and Owner
- Conduct one (1) site visit
- Attend two (2) meetings (remote or at ARC) to discuss research and review results
- Assist owner with scope of Traffic Engineer and Geotechnical Engineer
- Civil program memorandum identifying erosion control approach, stormwater code requirements, site program needs for parking, mechanical coordination for flushing aquatic system, coordination with electrical engineer
- Regulatory questions to identify fire protection/emergency access, stormwater code, domestic water, and traffic

- Downstream Drainage Analysis – identify potential issues downstream such as erosion.
- Provide recommended survey scope
- Drainage concept

Deliverables:

- Civil input into Draft Site Plan (In Blue Beam or Cad) and 1 revision
- Civil Program Memorandum including drainage concept with initial stormwater modelling
- Input into survey, geotechnical and traffic scopes (hired by owner)
- Regulatory (pre permit submittal questions)

Task 2: Schematic Design \$29,210

The deliverable from Task 1 will be used for discussion with County staff to clarify the permit considerations. ARC or Parks will lead the communication with the County in regards to scheduling meetings. MIG will attend one (1) meeting with the County.

Subtasks will include:

- Coordinate with Design and Owner team
- Conduct one (1) site visit
- Attend three (3) meetings (remote or at ARC office)
- Site Demolition Erosion Control Plan, Notes and Details
- Vehicular Paving, Striping, Signage with Grading, and Drainage Plan
- Connection to water system
- Initial Drainage Approach Memo with further geotechnical requirements – if needed
- Assumes if flow control is required, stormwater facility will be an open pond and not structural solution

Deliverables:

- Draft and Final Schematic Design Set
- Notes, Erosion Control, Demolition, Water connection, Paving/Grading, Drainage and details
- Initial Drainage Approach Memorandum
- Cost Narrative

Assumptions:

- Electrical conduit routing and electrical service coordination by others
- Structural design and detailing of loading dock by others
- Stairs, ramps and pedestrian public realm paving, grading and detailing by landscape architect.

Task 3: Design Development Phase

\$41,780

MIG will provide civil engineering services for the following:

- Attend two (2) project team meetings in Seattle at ARC
- Attend two (2) project team meetings via teleconference.
- Attend one (1) project meeting on site.
- Cover sheet, Note sheet, Erosion Control plan, Note Sheet, Grading plan for vehicular paving, Paving plan, Utility plan, pavement markings and signage and detail sheets (2).
- Updated Stormwater Technical Information Report (TIR)
- Updated scoping narrative for pricing (cost estimate by others).
- Permit Submittal Draft and Final
- Design Development Draft and Final
- Draft specifications.
- Review cost estimate by others.

Deliverables:

- Design Development Draft and Final
- Permit Submittal Draft and Final
- Permit Submittal Stormwater Report

Task 4: Construction Document Phase

\$36,075

MIG will provide civil engineering services for the following:

- Attend two (2) project team meetings in Seattle at ARC
- Attend two (2) project team meetings via teleconference.
- Attend one (1) project meeting on site.
- Cover sheet, Note sheet, Erosion Control plan, Note Sheet, Grading plan for vehicular paving, Paving plan, Utility plan, pavement markings and signage and detail sheets (2).
- Updated Stormwater Technical Information Report (TIR)
- Updated scoping narrative for pricing (cost estimate by others).
- Permit Resubmittal Draft and Final
- Construction Documents Draft and Final
- Provide CD specifications.
- Review cost estimate by others.

Deliverables:

- Permit Re-submittal Draft and Final
- Permit Comment Responses
- Construction Documents Draft and Final
- Final Stormwater Report

Task 5: Bidding and Award Phase

\$3,600

MIG will provide civil engineering services for the following efforts:

- Prepare Cad files with Electronic Transfer Agreement
- Prepare up to two civil (2) addenda
- Bid site walk with contractors



Deliverables:

- Up to two (2) addenda

Task 6: Construction Administration \$29,520

MIG will provide engineering services for the following:

- One preconstruction meeting on site
- Review three (3) complete submittal packages
- Site Visits/Construction Meetings (4) with site visit reports
- Draft and Final Punch List walk through

Deliverables:

- Submittal reviews
- RFI responses (Up to 10)
- Design Clarifications (Assumes 2)
- Four (4) site visit reports
- Reviewed Cost Change Proposals
- Final Punch List

Task 7: Project Closeout \$1,200

State fee guidelines include reviewing contractor redlines and processing manuals provided by the contractor. MIG will review and comment on the contractor redlines and assist owner with information required by Island County Drainage Manual to record the stormwater maintenance requirements with eth county. If AutoCad versions of the contractor record drawings are requested, those will be produced under separate task below.

Task 8: Record Drawings TBD

MIG is available to produce Record Drawings from contractor's clean and legible as-built mark ups or survey.

Task 9: Water System Upgrades, Expansion and Permitting TBD

Task 1 will identify the existing conditions, previous studies and identify permit requirements that may require Department of Health Permitting, fire fighting storage system, and/or mechanical systems to provide sufficient pressure and flow to meet the building needs. This work is not included in WA State fee schedule base fee or in the tasks above. We will work with the owner group and team to identify a pathway forward to meet this project and the larger park needs.

Project Wide Assumptions:

- Maintenance agreement, parking agreement, access agreements for each lot for binding site plan by others.
- Underground tank retirement closeout sampling etc. by others
- Retirement of existing septic system by others (if needed).
- Assumes sewer layout is gravity system to on site system by others.
- Site walkways, material and grading by landscape architect.
- Soil amendments and restoration by landscape architect to be coordinated with drainage code requirements



- Off site roadway and drainage improvements not included.
- Landscape architect to develop initial parking layout
- No Land Use Permitting or Conditional Use permits
- No right of way improvements or offsite traffic mitigation included at this time, can be added as needed
- Owner submits on site wastewater permit and transportation concurrency
- Project can connect to existing on site water system
- Owner to provide water system point of contact to confirm ability to connect with building needs.
- Mechanical Engineer to provide water and sewer demand and required meter sizes based on pressure and flow testing and unit fixture count and mechanical demand.
- Fire Sprinkler demand by others
- Geotechnical report, recommendations and field testing will include vehicular pavement recommendation, infiltration tests
- Ramps and stairs by landscape architect
- Specialty paving by landscape architect
- Traffic engineer will be hired by others to cover requirements of transportation concurrency
- Stormwater Maintenance Covenant to be recorded by owner.

For the services described above, ARC shall pay MIG at the hourly rates set forth in Exhibit A, plus expenses per task; provided however, that the total amount due to MIG for its services (excluding expenses) shall not exceed \$155,535.

Please review the attached scope. In the event ARC authorizes MIG to commence services prior to ARC's execution of this Agreement, ARC authorization to commence services shall constitute an acceptance of the terms and conditions of the AIA Contract forwarded to MIG. We look forward to working with you.

Sincerely,

Dave Rodgers, PE LEED AP  
Principal  
MIG

ACCEPTED:

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**SCHEDULE OF FEES for Civil Engineering, Landscape Architecture, Architecture, Zoo Design and Urban Design/Planning Services**

**\*(Rate Schedule has been adjusted for WA State fee schedule rate caps)**

**January 1, 2022**

Time-Plus-Expense Basis	Hourly Rate Range	
	From	To
Principal / Director .....	\$200.00*	\$200.00*
Sr. Engineer VII .....	\$200.00*	\$200.00*
Sr. Engineer VI .....	\$180.00	\$200.00*
Engineer V / Landscape Architect V /Architect.....	\$165.00	\$185.00
Engineer IV / Landscape Architect IV / Zoo Exhibit Designer.....	\$140.00	\$160.00
Engineer III / Landscape Architect III.....	\$130.00	\$145.00
Sr. CAD Technician / Sr. Project Assistant / Project Accountant.....	\$125.00	\$150.00
Engineering Tech / Landscape Architect / Architect / CAD Technician .....	\$90.00	\$130.00
Project Assistant / Administration .....	\$85.00	\$110.00
Civil Designer / Landscape Designer / Graphics .....	\$85.00	\$115.00
Intern.....	\$40.00	\$80.00
Specialty Consultant / Expert .....	\$350.00	
<i>Minimum Professional Service.....</i>	<i>\$400.00</i>	

MIG may occasionally engage individuals under personal service arrangements to meet specific job requirements. Charges to the client for such personnel will be comparable to regular MIG employees. A premium will be charged if the client's requirements make overtime work necessary.

**Retainer:** Required Equivalent to anticipated One Month Billing or \$1,000 whichever is greater unless otherwise negotiated. Final invoice will include retainer as applicable.

**Reimbursable Expenses** (subject to a service charge of 10%):

1. Mileage at current federal rate per mile for use of MIG or employee vehicle.
2. Travel and subsistence expenses incurred by employees and principals when away from the home office on business connected with the client's work.
3. Communication expenses, such as cell phone per diem, Internet per diem, long distance charges, FAX, courier, and shipping directly applicable to the client's work.
4. Invoice costs for outside services directly applicable to the client's work such as legal, accounting, computer programming, special consultants, graphics, soils testing and lab work.
5. Specific drafting and stenographic supply costs directly applicable to the client's work, as distinguished from supplies and expenses applicable to administrative duties.
6. Reproduction costs directly applicable to the client's work, such as reproductions, scans, photographic processing, multi-copy printing, and binding.
7. Digital copies, archival copies; records retrieval (actual costs plus time)
8. Long term archiving fee (beyond 7 years).
9. Miscellaneous direct costs applicable to the client's work.

Unless other arrangements have been made, charges for all work, including continuing projects initiated in a prior year, will be based on the latest schedule of charges. A new schedule of charges is issued effective January 1 of each year however when dictated by staffing changes or inflationary pressure, the schedule may be updated.



Seattle	1011 Western Avenue, Suite 810   Seattle, WA 98104   206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701   Tacoma, WA 98402   253.383.2797
Portland	101 SW Main Street, Suite 280   Portland, OR 97204   503.232.3746

www.pcs-structural.com

October 26, 2022

ARC Architects  
119 S Main Street, Suite 200  
Seattle, WA 98104

ATTN: Paul Curtis, AIA, LEED AP BD+C

RE: *South Whidbey Aquatic Wellness Center  
Structural Engineering/Consultation Proposal*

Dear Paul:

Thank you for the opportunity to propose our Structural Engineering services for the South Whidbey Aquatic Wellness Center on Whidbey Island, Washington.

#### SCOPE OF SERVICES

We will provide all structural design, drawings, and calculations as required for contract documents and toward obtaining the Building Permit for the structural portion of the work. We will also provide construction phase services, which consist of shop drawing review, site construction meetings, and general consultation. Our fees are based upon the assumption that the facility will be designed and constructed utilizing the design-bid-build project delivery method.

Our fees are based upon an approximate 20,000 SF building, as well as the assumptions outlined in Exhibit A. The fees, broken down into phased services, are presented in Exhibit B.

As always, please feel free to call if there are any questions regarding this proposal. Thanks again, and we look forward to working with you on this great project.

Very truly yours,

PCS STRUCTURAL SOLUTIONS

A handwritten signature in blue ink that reads 'Alex Legé'.

Alex Legé, S.E.  
Associate Principal

A handwritten signature in black ink that reads 'Douglas A. Goodwin'.

Douglas A. Goodwin, S.E.  
Senior Principal

ACLmap

Attachments: Exhibits A & B

## **Exhibit A – Scope of Work – South Whidbey Aquatic Wellness Center**

*October 26, 2022*

Listed below is a brief description of the anticipated scope of structural work.

### Description

- 20,000 SF New Aquatic Center with (2) indoor pools.
- A proposed MACC of \$12,000,000.
- Design is set to begin shortly with Permit in the fall of 2023. Construction is anticipated to begin around July 2024.
- We will provide our drawing deliverables utilizing Revit 2022.

### Site, Landscaping

- The structural scope of work for Site and Landscaping includes retaining walls less than 4 feet in height. Seat walls, benches, outdoor classrooms, vaults, etc. are not included in our fee determination.

### Exclusions

- Multiple bid/fast-track sets. The building construction package will consist of one complete set of Construction Documents.
- Redesign of structural systems during construction due to owner modifications or alternate fabrication/framing/erection options requested by the contractor.
- Structural design of the pool shells are assumed to be designed by a specialty engineer or contractor. The structural foundation design will consider limiting load on the pool and requirements of pool infrastructure (surge pit, washout tank, etc.).

### Additional Information

- Construction Administration includes review of shop drawings and response to RFIs. On-site Structural Observation will likely occur once a month as the primary structural components are being erected. Six (6) site visits are included in our CA service proposal.
- Alternate bids packages that have a significant impact to the structural design may result in additional fees.
- The foundation is assumed to be conventionally reinforced concrete footings pending a geotechnical analysis.

**Exhibit B – Fee Calculation – South Whidbey Aquatic Wellness Center**

October 26, 2022

**FEE CALCULATION**

Phase	TOTAL
Schematic Design	\$ 20,000
Design Development	\$ 24,000
Construction Documents	\$ 40,000
Bidding	\$ 2,500
Construction Admin	\$ 33,000
Project Closeout	\$ 2,500
<b>Basic Services Total</b>	<b>\$ 122,000</b>
Record Drawings (Hourly NTE)	\$ 3,000
Reimbursables <sup>(1)</sup>	\$ 500

Notes:

<sup>(1)</sup> Reimbursables include costs associated with site visit during construction to be submitted with receipts and included on monthly bills.

TO **ARC Architects**  
C/O **Paul Curtis**  
EMAIL **curtis@arcarchitects.com**  
ARC Architects  
119 S Main St. Ste 200  
Seattle, WA 98104-2579

**27670.000**  
**South Whidbey Aquatic Center**  
**Building Enclosure Consulting**

DATE October 28, 2022

REGARDING **Proposal for Building Enclosure Consulting**

Dear Mr. Curtis,

As requested by ARC Architects, RDH Building Science Inc. (RDH) is pleased to provide you with this proposal for a building enclosure consulting services for the project known as South Whidbey Aquatic Wellness Center, located at Community Park, Whidbey Island, WA.

The project consists of new 20,000 sf aquatic center that will include office and administrative areas. RDH assumes the project will include a combination of rainscreen walls with aluminum framed windows, covered by a combination of low-slope membrane roofing and steep sloped roof. Based on early concept studies, it may include mass timber elements into the design. As requested, we will provide consulting services to support the primary building enclosure design, as well as interior environmental separation between the aquatic space and office/administrative areas.

## **Scope Background**

We offer three levels of services: Building Enclosure Design, Design Assist, and Design Peer Review and can tailor each to suit the project needs. We describe these options in more detail below for information purposes only. Based on our correspondence, we have written the rest of this proposal assuming the middle option, Design Assist. We have identified other enhanced consulting services associated with the high humidity aquatic design.

### **Building Enclosure Design**

In this role, we assume design responsibility for the building enclosure, including preparation of CAD details and specifications. Our details and specifications are coordinated with those prepared by the project architect. We typically provide a lump-sum fee basis for this scope of work.

### **Building Enclosure Design Assist**

In this role, we provide recommendations related to the building enclosure assemblies and the associated detailing and specifications. Our recommendations are provided through electronic red-line mark-ups on drawings and specifications. We typically review design progress sets at 3 to 4 predetermined milestones and meet with the design team following our review to discuss our recommendations. Acceptance of our recommendations is at the discretion of the project architect and the building owner. We

typically provide a lump-sum fee basis for this scope of work. Due to our lack of final design control, we require a contractual limitation of liability.

### **Building Enclosure Design Peer Review**

In this role, we provide recommendations on building enclosure assemblies and details on an as-requested basis. Our recommendations are usually provided through electronic mark-up and review as well as through other informal correspondence as requested. Our project involvement and scope are at your discretion and, therefore, we bill on an hourly basis. Due to our limited involvement in the project documentation, we require a contractual limitation of liability to our fees.

### **Scope of Work**

Our scope will pertain to all assemblies that separate interior environments from exterior environments, including below- and above-grade walls, glazing areas, plazas, roofs, and balconies.

We separate our scope into the following project stages:

- Pre-Construction Stage
  - Schematic Design (SD)
  - Design Development (DD)
  - Construction Documents (CD)
  - Optional Services
    - Hygrothermal Analysis and Thermal Modeling (Info Only)
    - Value Engineering Review
- Construction Stage
  - Contract Administration Support (CAS)
  - Construction Field Review (CFR)
  - Optional Services
    - Window Water Testing
    - Whole Building Air Leakage Testing (Info Only)

### **Pre-Construction Stage (Base Scope)**

RDH will review the building enclosure assemblies from conceptual design through detail development, focusing on control of water penetration, air leakage, water vapor diffusion, and thermal continuity. This will include interior environmental separation between the aquatic center space and office areas.

Although our design review recommendations will be based on our understanding of the project and our opinions of appropriate building enclosure design practices, ARC and Owner will need to evaluate our recommendations in the context of project budget and



differing risk-tolerance objectives and determine how, or whether, they will be incorporated into the project design.

During the Pre-Construction Stage, we recommend planning for meetings after our drawing reviews to discuss our comments with the Owner and ARC. We view these meetings as an important step for both the Owner and ARC to understand the rationale behind our recommendations and to confirm which recommendations will be implemented and which will not. Time for our building enclosure drawing reviews and associated meetings should be incorporated into the project schedule. We also recommend that ARC produce a Review Set prior to the actual milestone date to allow us time to conduct our review and time for ARC to include any comments/recommendations in the milestone sets.

Our scope during each part of the Pre-Construction Stage is discussed in detail below.

### **Schematic Design (SD) Phase**

During SD, we will:

- Attend one (1) project team design meeting.
- Provide general guidance as to the appropriateness and suitability of enclosure systems under consideration and propose alternate assemblies as we see fit.
- Coordinate with the mechanical design team to establish a baseline for environmental conditions that will be maintained in the aquatic space. The baseline will include a description of the general space conditioning strategy and identify how air temperature and humidity will be maintained.
- Comment on proposed assemblies and/or prepare a design brief for each option.

### **Design Development (DD) Phase**

During DD, we will:

- Attend up to three (3) project team design meetings.
- Develop a list of potential design strategies to mitigate the potential for condensation within the aquatic space.
- Review and comment on one (1) design development drawing and specification set. Our comments will be in the form of hand-written notes and sketches on the drawings.
- Attend one (1) meeting, included in the three above, to discuss our drawing and specification review comments.

### **Construction Documents (CD) Phase**

During CD, we will:

- Attend up to five (5) project team design meetings.

- Review and comment on two (2) iterations (typically at 50% and 90%) of construction documents (drawings and specifications) prepared by ARC. Our comments will be in the form of hand-written notes and sketches on the drawings.
- Make recommendations regarding mock-up, testing, and inspections for inclusion in the specifications. We will identify key details/systems of the building enclosure where mock-ups and testing will be beneficial.
- Identify assemblies or details within the aquatic space that may benefit from hygrothermal analysis or thermal modeling to evaluate the risk for thermal bridging or condensation, or to compare the relative performance of alternate arrangements. Hygrothermal analysis and thermal modeling is listed as a separate optional scope later in this proposal.
- Attend two (2) follow-up meetings, included in the five above, to discuss our drawing review comments.
- Conduct a final QA review of the 100% Construction Documents to confirm if our comments/recommendations have been incorporated into the construction documents.

#### **Limitations of Scope – Pre-Construction**

- Our review of specifications not developed by RDH is limited to material and testing appropriateness (Part 2). We will not review cross-references or industry standard references, nor will we compare installation instructions in the context of manufacturer-recommended methods.

### **Pre-Construction Stage – Optional Additional Services**

#### **Hygrothermal Analysis & Thermal Modeling**

Aquatic spaces are challenging from an enclosure perspective to design since, during the wintertime, cold exterior conditions combined with warm humid interior conditions lead to an increased vapor drive across the enclosure relative to other occupancy types. This increases the risk for condensation at the interior or within concealed spaces. For the purposes of our base scope, we assume that assemblies chosen for the project will be relatively low risk and include air control, vapor control, and insulation strategies that can be reviewed and evaluated via drawings without the need for specialty analysis. Should you desire to further validate these design choices or should the project design plan to include higher risk assemblies or details (identified during our design assist review), RDH can perform hygrothermal analysis and/or thermal modeling to inform the design risk.

Hygrothermal analysis is the computer assisted simulation of heat, air and moisture flow through building enclosure assemblies (walls, roofs, floors, etc.) over time. It is the process of simulating the performance of assemblies so that the future durability and risk associated with different designs, materials, climate or weather can be evaluated and assessed. For example, the risk for condensation within an assembly can be analyzed with different insulation or vapor control strategies.

Thermal modeling is the computer assisted simulation of heat flow through 2-dimensional or 3-dimensional details at a single point in time. It can identify surfaces at the building interior or concealed spaces that may be at risk for condensation. Unlike hygrothermal analysis, thermal modeling is limited to heat flow, and cannot evaluate the flow of air and moisture over time (drying potential, for example). However, thermal modeling allows for the study of complex details and interfaces between assemblies that can't be studied by hygrothermal analysis software.

RDH can perform hygrothermal analysis using WUFI Pro computer analysis software to simulate the hygrothermal performance of the proposed assemblies. We can perform thermal modeling using 2-dimensional or 3-dimensional computer modeling software including THERM, Flixo, and Heat3D. RDH is an industry leader in hygrothermal analysis and thermal modeling and many of our staff regularly use these software programs.

We have not included a budget number at this time as the scope of analysis is not yet determined.

### **Value Engineering Review**

We can work with ARC to evaluate value engineering options and make recommendations for reasonable modifications to the design documents. We often find that the value engineering process results in some discrepancy of performance criteria during construction. This can occur when substituted products or systems are not fully reintegrated into the original project documents. We would request that RDH have the ability to participate in the value engineering process as it relates to the building enclosure systems such that we can assess the impact of system modification to the project, particularly for the enclosure of the aquatic space. Depending on the extent of product variation, we may elect to follow our review with a summary letter of our recommendations. We have included a budget estimate for up to 20 hours of support during the VE process.

### **Construction Stage – Base Scope**

At this point we understand that the construction phase schedule and scope is undefined. We have included assumptions regarding our involvement based on preliminary discussions with ARC. We request an opportunity to review and revise this scope of work and fee once the project design has progressed further.

### **Construction Administration Support (CAS)**

Based on our discussions with you, we understand ARC would like RDH to provide limited as-requested support during the construction phase of the project. For the purposes of this proposal, we've recommended an initial budget based on an assumed eighty (80) hours of as-requested construction administration support. In our experience, we find this task can often require a higher degree of service to cover review of multiple rounds of submittals. We will inform you if the level of effort requested of RDH exceeds this initial budget estimate.

Pre-Installation Meetings: RDH can attend pre-installation meetings with the design team and the contractor and subcontractors. We view these pre-installation meetings as an opportunity to review sequencing and pre-submittals. We assume attendance via teleconference, and recommend budgeting for three meetings totaling 10 hours of meeting and preparation time.

Submittal and Shop Drawing Review: RDH can review contractor submittals and shop drawings for enclosure assemblies. As discussed, we find that our role in submittal and shop drawing review is some of the best risk control we can provide for the project. We recommend planning for RDH to review at least one iteration of key enclosure submittals and shop drawings, with the understanding that ARC will review other miscellaneous submittals and resubmittals. We assume review of one iteration of the following key submittals, totaling up 50 hours of effort:

- Below-grade Waterproofing Products and Shop Drawings
- Air and Weather Barrier Products and Shop Drawings
- Roofing Products and Shop Drawings
- Window Products and Shop Drawings
- Joint Sealants Products and Test Data
- Cladding and Flashing Products and Shop Drawings

RFI/ASI Review: RDH can provide support reviewing and responding to contractor Requests for Information (RFI) and Architect Supplemental Instructions (ASI) to address design-related requests or field conditions that were not addressed during design. We recommend budgeting for twenty (20) hours of support.

### **Construction Field Review (CFR)**

During construction, we will undertake periodic field review of the enclosure installation. Based on our experience with ARC on similar projects, we find that an average of two (2) visits per month provides reasonable flexibility over the construction duration. For the purposes of this proposal we have assumed an 8 month building enclosure construction schedule, for a total of sixteen (16) site visits. During site visits, we will typically:

- Confirm that the building enclosure construction is in general conformance with the drawings and specifications based on a sampling of the work at selected locations.
- Identify nonstandard details that are not specifically dealt with in the documents or that have been created by site conditions, and assist the Architect/Owner in determining appropriate solutions.
- Check that appropriate material specifications are being met, and liaise with manufacturers to have them confirm that they are reviewing the use of their products on-site as required.
- Review on-site mock-ups.

We will meet with the designated General Contractor representative during each site visit and will subsequently prepare and submit a Site Visit Report (SVR) to summarize our

observations. Our SVRs can be collected and organized as Action Lists by trade for deficiency resolution by the General Contractor.

Our fees assume that construction will be in general conformance with the design intent. We will track our efforts associated with deficient construction or construction in significant variation from design intent and will consider these efforts as additional services.

### **Variables Affecting RDH Effort During the Construction Stage**

The level of required service during field review is highly dependent upon items out of our control. The list below provides a summary of the most common variables that affect our required level of presence on-site (in no particular order).

- The thoroughness and completeness of the original design and the degree to which significant design changes occur in later stages of the Pre-Construction Stage efforts
- The complexity of the architectural design, materials, and assemblies; the novelty of systems; and the intricacy of the façade geometry
- The degree to which value engineering modifies the design as it applies to the building enclosure detailing or material selection
- The level of contractor and subcontractor involvement in Pre-Construction Stage discussions (We find that more involvement from the GC and subcontractors during late Design Phase and early Pre-Construction Stage significantly reduces the amount of renegotiation of detailing during the mock-up and early construction stages.)
- General Contractor sophistication regarding internal quality control and pre-review of construction documents prior to subcontractor bid-out
- The thoroughness and completeness of submittal packages
- The number of substitution requests that result in modification to the design detailing or installation procedures
- The availability of a single point of contact from the General Contractor throughout the Construction Stage effort, and the degree to which this point of contact is dedicated to building enclosure-related matters
- The overall level of experience the General Contractor and subcontractors have with building enclosure construction practices
- The existence of any deficient work by the contractor that requires multiple reviews for construction verification

## **Construction Stage – Optional Additional Services**

### **Water Testing**

RDH can perform water penetration performance testing of glazing systems and assemblies in accordance with methods described in ASTM E-1105. While the number of tests is yet to be determined, we assume three (3) days of testing for the purpose of this

proposal. Each water test will be followed up with a test report. If additional tests are required due to assembly failure, additional fees will apply.

### Whole-Building Air Leakage Testing

As part of Washington State Energy Code compliance, this project will require whole-building air leakage testing. Since the complexity and number of the tests to be performed is not yet known, we have not included a budget for this scope. Once the design evolves and the construction schedule is developed, we can develop a fee proposal for this service as needed. Typically, our scope includes the following:

- Attend whole-building air leakage testing meeting(s) geared toward sharing our experience and knowledge of the test protocol and requirements of the General Contractor for preparing the building for testing.
- Conduct pre-test coordination walk-throughs with the contractor in advance of the testing. Walk-throughs typically occur at one (1) week and at two (2) days prior to testing.
- Perform whole-building air leakage testing per energy code requirements.
- Prepare and submit the necessary report.

### Fees and Terms

FEE SUMMARY TABLE			
PRE-CONSTRUCTION STAGE		Base Bid	Optional
Schematic Design (SD) (Fixed Fee)		\$ 4,000	
Design Development (DD) (Fixed Fee)		\$ 8,000	
Construction Documents (CD) (Fixed Fee)		\$ 16,000	
Hygrothermal Analysis and Thermal Modeling (For Info)			TBD
Value Engineering Review (Fixed Fee)			\$ 4,000
<b>Pre-Construction Base Bid Subtotal</b>		<b>\$ 28,000</b>	
CONSTRUCTION STAGE			
CAS (T&E Budget, 80 hour budget)		\$ 16,000	
CFR (T&E Budget, assume 16 visits)	\$ 2,200 /visit	\$ 35,200	
Water Testing (3 test days)	\$ 5,000 /test		\$ 15,000
Whole-Building Air Leakage Testing (For Info)			TBD
<b>Construction Stage Base Bid Subtotal</b>		<b>\$ 51,200</b>	
<b>ESTIMATED PROJECT FEE TOTAL (BASE BID)</b>		<b>\$ 79,200</b>	
ESTIMATED EXPENSES			
Miscellaneous - Reproduction, etc.		\$ 200	
Site Visits Travel (mileage, ferry, etc.)	\$ 100 /visit	\$ 1,600	
<b>ESTIMATED EXPENSES TOTAL</b>		<b>\$ 1,800</b>	

### Fees

Our fixed-fee budgets above do not include direct expenses or travel costs. We will bill expenses and travel costs at actual cost plus 10%.

Construction Stage estimated expenses are shown above for travel to the site. Our time for travel is included within the task budget.

### Terms

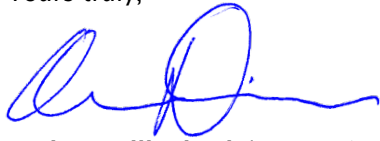
Our General Terms and Conditions for this project, including our Project Rate Sheet, is attached and made part of this agreement. Until and unless any replacement terms are mutually agreed upon, the terms of this agreement will apply to any services provided. Your engagement of our services to any extent acknowledges your acceptance of these terms.

### Closure

This proposal is valid for 60 days from the date of this letter. If this agreement is acceptable, please sign a copy of this proposal in the space provided on the last page and return a signed copy by post or e-mail.

Please do not hesitate to contact the writer should you wish to discuss any aspect of our proposal. We look forward to working with you.

Yours truly,



**Andrew Dillenbeck** | MS, PE (WA)  
Associate, Senior Project Manager  
adillenbeck@rdh.com  
T 206-324-2272 3527  
**RDH Building Science Inc.**

**Neil Warburton** | CPHC, PE (WA)  
Principal, Building Science Specialist

encl.

## Acceptance of Proposal

RDH Project No.: 27670.000

South Whidbey Aquatic Center – Building Enclosure Consulting

October 27, 2022

Proposal for Building Enclosure Consulting

Accepted by: ARC Architects

- Base Scope
- Value Engineering Review
- Water Testing

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Acceptance may be emailed to:

Andrew Dillenbeck  
RDH Building Science Inc.  
Email: [adillenbeck@rdh.com](mailto:adillenbeck@rdh.com)

### Electronic Invoicing (Optional)

As part of RDH's dedication to sustainability, please provide an email address to which invoices should be directed. If you choose not to, your invoices will be mailed to you in hard copy.

Remittance E-mail Address: \_\_\_\_\_

Recipient Name: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

(e.g., additional recipients)



## General Terms and Conditions

### 1. GENERAL

- a) **Agreement.** The RDH Building Science, Inc. General Terms and Conditions, including the attached Schedule A: Rates and Reimbursable Expenses (the “Terms and Conditions”), supplement the proposal to provide professional services for the project known as **South Whidbey Aquatic Center** (the “Project”) submitted by RDH’s Seattle office to **ARC Architects** (the “Client”) and dated **October 28, 2022** (the “Proposal”). In the event of an inconsistency between the terms of the Proposal and the Terms and Conditions, the terms of the Proposal shall take precedence. The Proposal and the Terms and Conditions, together, make up the agreement between RDH and Client by which RDH shall provide the services described in the Proposal (the “Agreement”). Unless RDH and Client agree otherwise in writing, all services provided by RDH for Client related to the Project, at any time, are subject to this Agreement. RDH does not owe Client any duties related to the Services that are independent of this Agreement.
- b) **Professional Standard.** RDH shall provide the Services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same locality as the Project, under similar circumstances (the “Professional Standard”). RDH disclaims all warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Furthermore, this Agreement does not relate to, or provide for, a sale of goods under the uniform commercial code or related laws.

### 2. SERVICES

- a) **Services.** RDH shall provide the services set out in the Proposal (the “Services”) in accordance with the terms of this Agreement.
- b) **Additional Services.** Any services in addition to the Services may be provided by RDH after execution of this Agreement upon the written amendment of this Agreement by RDH and Client. Unless otherwise agreed in writing, Additional Services shall be provided on a Time and Expense basis.
- c) **Work Product.** The Services provided by RDH, as well as any reports, notes, memoranda, calculations, measurements, data, details or other materials (“Work Product”) prepared by RDH in the performance of such Services, shall be for Client’s use solely for the purpose and project for which the Work Product was prepared. Work Product pertains to a specific project, site, or set of circumstances or conditions, and shall not be relied upon for other projects, sites, circumstances or conditions. Reliance on any Work Product is limited to reliance on the facts and representations set out in the Work Product which represent RDH’s opinion based upon its review and/or analysis of facts, information, documents, samples and/or other materials in existence and available to RDH at the time of the performance of the Services and preparation of the Work Product.

### 3. CLIENT RESPONSIBILITIES

- a) **Client Information.** Client, at its own expense, shall provide to RDH all relevant information, data, documents, samples, materials, plans and specifications (“Client Information”) pertinent to the Project which is required by RDH. Client represents and warrants that any Client Information will not infringe on any legal rights of any third party, and that unless RDH is otherwise notified in writing, all Client Information that Client or any of its agents or representatives supplies to RDH (including RDH’s agents, subconsultants and employees) is true, accurate, complete, and not misleading in any respect. Client acknowledges that RDH may rely on Client’s representation and warranty and on the Client Information, with no duty to verify.
- b) **Samples.** If the Services include testing products, materials, or equipment, then Client shall notify RDH promptly of any risk, safety issues or incidents in respect of any item delivered by Client to RDH. Samples provided by Client will be shipped pre-paid and will be collected or disposed of by Client (at the Client’s cost) within thirty (30) days after testing unless alternative arrangements are made by Client. In the event that such samples are not collected or disposed by Client within the required thirty (30) days period, RDH reserves the right to destroy the samples, at Client’s cost. Client acknowledges that any samples provided may become damaged or be destroyed in the course

of testing as part of the necessary testing process and shall hold RDH harmless from any and all responsibility for such alteration, damage or destruction.

- c) **Additional Responsibilities.** Client further agrees: 1) to cooperate with RDH in all matters relating to the Services, 2) to appoint a representative in relation to the Services who shall be duly authorized to provide instructions on behalf of Client and to bind Client contractually as required, 3) to provide instructions and feedback to RDH in a timely manner, and 4) to give prompt notice of any defects or deficiencies in the Project related to or arising from RDH's services, or of any defect or deficiencies in the Services.

#### 4. INVOICING AND PAYMENT

- a) **Payment of Fees.** RDH shall invoice Client monthly for the services according to the basis of compensation stated in the Proposal, and Client shall pay the charges. Payment is due upon receipt of RDH's invoice, and shall be made without retention, holdback, or offset. If payment is not received by RDH within thirty (30) days of the invoice date, RDH shall have the right to charge, and Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice, at an annual rate of 12%. RDH may suspend services if payment is not received by RDH within sixty (60) days of the invoice date.

#### 5. INTELLECTUAL PROPERTY RIGHTS

- a) **Prior Rights.** All rights to intellectual property belonging to a party prior to entry into this Agreement, including without limitation copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for patent), service marks, design rights, trade secrets and other like rights ("Intellectual Property Rights"), shall remain vested in that party. Nothing in this Agreement shall transfer intellectual property rights from one party to the other.
- b) **Rights to Work Product.** All Intellectual Property Rights in Work Product produced by RDH, or on behalf of RDH, pursuant to this Agreement shall belong to RDH. RDH grants to Client a nonexclusive license to use the Work Product for the purposes of this Agreement, provided that Client performs its obligations under this Agreement, including prompt payment of all sums due under this Agreement. The Work Product may not be used for any other purpose without RDH's prior written agreement.
- c) **Results and Inventions.** Client agrees and acknowledges that RDH retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Work Product (including any deliverables provided by RDH to the Client) and the provision of the Services to the Client.

#### 6. CONFIDENTIALITY

- a) **"Confidential Information"** means all information, in whatever form or manner presented, which is disclosed by RDH or Client to the other and that is marked, stamped or identified in writing as confidential by the disclosing party at the time of such disclosure. Notwithstanding the preceding sentence, Confidential Information does not include information that is generally available in the public domain; becomes available to the public through no act of the party that receives the information; or is independently known by the receiving party prior to receipt of the information.
- b) **Duty of Nondisclosure.** For a period of three (3) years from the effective date of this Agreement, the party that receives Confidential Information ("Receiving Party") shall use the same degree of care to prevent the disclosure of the Confidential Information as it uses to safeguard its own confidential information. The Receiving Party may disclose Confidential Information without the disclosing party's written authorization only: 1) to legal and financial advisers it has engaged for itself, 2) on a "need to know" basis when disclosure is necessary to perform the Services or to achieve the purposes of this Agreement, but only to persons or entities that are bound to obligations of confidentiality at least as onerous as those set out in this clause.
- c) **Disclosure Required by Law.** At any time, the Receiving Party may disclose the disclosing party's Confidential Information to the extent required by law or required by any regulatory authority, provided that the Receiving Party

has given the disclosing party prompt written notice of the requirement to disclose and where possible has given the disclosing party a reasonable opportunity to prevent the disclosure through appropriate legal means.

## 7. INSURANCE

- a) **General.** Each party shall be responsible for the arrangement and cost of its own individual or company insurance which includes, as appropriate and without limitation, professional liability insurance, workers compensation and employer's liability insurance, commercial general liability insurance, and automobile insurance. RDH disclaims liability to Client as an insurer or guarantor.
- b) **RDH Policies.** RDH will maintain commercial general liability and professional liability insurance policies from the date of execution of this Agreement and, subject to availability at reasonable cost, for 2 years after the date of the final invoice for Services or termination of this Agreement, with coverage limits as follows:
  - i) Commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - ii) Professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 aggregate.
  - iii) RDH shall maintain workers compensation coverage in the amount required by law.

## 8. SUSPENSION OR TERMINATION

- a) **For Cause.** If either party to this Agreement fails to substantially perform in accordance with the terms of this Agreement (the "Default"), including without limitation the failure to pay invoices when due, through no fault of the non-defaulting party (the "Non-Defaulting Party") then the Non-Defaulting Party may, by written notice to the other party (the "Defaulting Party"), require the Default to be corrected. If within 7 days after receipt of such notice the Default has not have been corrected, the Non-Defaulting Party may, without limiting any other right or remedy he may have, immediately suspend or terminate this Agreement. In the event of suspension or termination not due to an RDH Default, RDH shall be compensated for services performed prior to the suspension or termination, together with Reimbursable Expenses then due, including anticipated profit on the value of the services provided, without prejudice to any other rights or recourse. In the event of suspension, RDH shall be reimbursed for all costs associated with resuming the services.
- b) **For Convenience.** RDH may terminate this agreement for convenience, with not less than ten (10) days' written notice to Client. In the event RDH terminates for convenience, RDH shall be compensated for services performed prior to termination and reimbursed for Reimbursable Expenses then due. However, RDH shall not be compensated for anticipated profit on the value of services provided in the event RDH terminates for convenience.

## 9. INDEMNIFICATION

- a) **RDH.** To the fullest extent permitted by law and subject to Section 12 Limitations of Remedy, RDH shall indemnify and hold harmless (but not defend) Client and its officers, employees, agents and successors ("Client Indemnified Parties") from and against all claims, losses, damages, liabilities, awards and judgments arising from or related to RDH's performance of Services pursuant to this Agreement, including reasonable defense costs such as attorneys' fees, costs, and expenses ("RDH Indemnified Claims"), but only to the extent such RDH Indemnified Claims are caused by the negligent acts, errors or omissions of RDH, its contractors or consultants, or anyone else for whose acts RDH is legally responsible.
- b) **Client.** To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless RDH, its contractors and subconsultants, and the officers, employees, agents and successors of each ("RDH Indemnified Parties"), from and against all claims, losses, damages, liabilities, awards and judgments arising from or related to the Project or from any unauthorized use or modification of the Work Product, including reasonable defense costs such as attorneys' fees, costs, and expenses ("Client Indemnified Claims"), except to the extent such Client Indemnified Claims are caused by the negligent acts, errors or omissions of any RDH Indemnified Party.

## 10. DISPUTE RESOLUTION

- a) **Good Faith Negotiations.** The parties shall use their best efforts to resolve any dispute relating to this Agreement through good faith negotiations (“Good Faith Negotiations”).
- b) **Mediation.** At any time following a dispute either party to this Agreement may make a request in writing (“Dispute Notice”) to the other party to submit the dispute to non-binding mediation (“Mediation”).
- c) **Arbitration.** If a dispute is not resolved through Good Faith Negotiations or Mediation within 45 days from issuance of Dispute Notice, or such longer period as may be agreed to by the parties, either party may refer the dispute to binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered, in the case of a project situate in the United States of America by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement, or in the case of a project situate in Canada under the Rules for Arbitration of Construction Disputes as provided in CCDC 40, except that arbitrations, in all instances, shall be conducted by a single arbitrator and not by a panel of arbitrators, and the parties shall be entitled to full discovery pursuant to the civil procedure rules of the Applicable Jurisdiction. Awards rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

## 11. TIME LIMITATION FOR CLAIMS

- a) As to all claims and causes of action against RDH, whether in contract, tort, or otherwise, arising out of or related to acts or omissions of RDH while providing services pursuant to this Agreement, such claims and causes of action shall be deemed to have accrued on the date of the acts or omissions giving rise to the claim or cause of action (“Accrual Date”), and all such claims and causes of action against RDH shall be brought by Client within 2 years of the Accrual Date, or such claims shall be waived, released and barred.

## 12. LIMITATIONS OF REMEDY

- a) **NO PERSONAL LIABILITY.** To the fullest extent permitted by law, Client’s remedy, and the remedy of any successor, assignee, beneficiary or indemnitee, for claims arising from this Agreement or from the performance of Services pursuant to this Agreement, shall be limited to claims against RDH, a corporation. RDH’s directors, officers, agents, shareholders, and employees (collectively, “RDH Principals”) shall not have any personal liability under this Agreement for any obligation at any time. Furthermore, Client shall look solely to the assets, including available insurance, of RDH for the satisfaction of any judgment or award arising from any claim arising from this Agreement or from the performance of services pursuant to this Agreement.
- b) **CLIENT’S LIMITED REMEDY.** To the fullest extent permitted by law, the total aggregate joint, several and individual liability of RDH (including its officers, directors, partners, and employees if Section 12 a) of this Agreement is not enforceable) to Client and anyone claiming by, through, or under Client, as well as to any successor, assignee, beneficiary, or indemnitee under this Agreement, for any claims, losses, costs or damages (“Liabilities”) whatsoever, arising out of, resulting from, or in any way related to the Project, this Agreement, or the Services provided pursuant to this Agreement, from any cause or causes, including but not limited to negligence, professional negligence, malpractice, strict liability, vicarious liability, breach of contract, breach of warranty, indemnity, or contribution, shall be limited in the aggregate to the amount of the total professional fees invoiced by RDH and paid by Client pursuant to this Agreement.
- c) **WAIVER OF CONSEQUENTIAL DAMAGES.** The Parties agree that the right to recover from the other party is limited to direct losses and each party specifically waives any and all claims arising from or related to loss of profits, loss of sales or business, loss of opportunity, loss of or damage of goodwill or reputation, loss of anticipated savings, any indirect, consequential or loss or punitive or special loss (even when advised of their possibility).

### 13. MISCELLANEOUS

- a) **Force Majeure.** Neither party shall be liable for any failure of or delay performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of God, war, strikes or labor disputes, government orders, or any other force majeure event.
- b) **No Third-Party Beneficiary.** This Agreement does not give any rights or benefits to anyone other than Client or RDH, the RDH Indemnified Parties with respect to the indemnification provisions at Section 9 b. above and the RDH Principals with respect to the personal liability provisions at Section 12 a above. Any person who is not a party to this Agreement has no right to enforce its terms.
- c) **Entire Agreement.** This Agreement states the terms of the parties' agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments and agreement. The representations made in this Agreement are the only representations that Client is relying make its decision to enter into this Agreement. This Agreement may not be modified or amended except by mutual agreement of both parties evidenced by a written instrument signed by both parties.
- d) **Assignment.** Neither party may assign their rights or obligations under this Agreement, except that RDH may utilize contractors or subconsultants to provide services, as provided in this Agreement.
- e) **Applicable Law.** This Agreement shall be governed by the laws of the jurisdiction within which the RDH facility making the Proposal is located (the "Applicable Jurisdiction"), and shall be enforced, construed, and interpreted in accordance with the laws of the Applicable Jurisdiction.
- f) **Severability.** In the event any provision of this Agreement is determined to be unlawful, the remainder shall be enforceable.
- g) **Disclosure Statement Regarding Cascadia Windows.** Some of the individuals who are shareholders of RDH also have a financial interest in a private company engaged in manufacturing and supplying building products. The company, Cascadia Windows Ltd., manufactures fiberglass framed windows and doors, and other construction products. Collectively, the individual RDH shareholders represent a minority ownership in Cascadia Windows Ltd.

### 14. SUPPLEMENTAL TERMS FOR CONSTRUCTION PHASE SERVICES

- a) **Site Visits.** If site visits (sometimes called "field review") are included in the Services, then during site visits RDH shall endeavor to guard Client against defects and deficiencies in the construction, and to determine, in general, if the construction observed is being performed in a manner indicating that the construction, when fully completed, will be in accordance with the applicable plans and specifications. Client acknowledges that such site visits shall comprise a sampling of the construction, and that RDH cannot be responsible for loss arising from defects or deficiencies in the construction that were not reasonably apparent to RDH. On the basis of the site visits, RDH shall report to Client known deviations from the applicable plans and specifications, and defects and deficiencies observed in the construction.
- b) **Submittal Review.** If submittal review is included in the Services, then RDH's review of shop drawings and submittals shall be to check such shop drawings and submittals for general conformance with the information provided in the applicable plans and specifications. RDH shall be entitled to rely on upon the adequacy, accuracy and completeness of the services, certifications or approvals of design professionals that stamp, seal or certify any submittal or shop drawing.
- c) **No Responsibility for Construction.** RDH shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall RDH be responsible for the Client's or any contractor's failure to perform the work or services in accordance with the requirements of the plans and specifications. RDH shall be responsible for RDH's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the client, any contractor, or of any other persons or entities performing portions of the construction of the Project.

- d) **Additional Services.** Additional Services, as described in Section 2 b above, include but are not limited to:
- i) Services necessitated by a material change to: 1) Client Information, the Project Scope, or RDH's reasonable assumptions upon which the Proposal is based, 2) Previous instructions or approvals given by Client, 3) The Project schedule, budget for Cost of Work, or procurement or delivery method;
  - ii) Services necessitated by the quality and progress of design and construction, including in response to: 1) Design and construction errors or omissions, 2) Insufficient Contractor quality control, including Contractor's failure to confirm correction of issues identified in RDH site observation reports, 3) Design or construction issues previously addressed by RDH during the design phases, in mock up evaluation, or earlier in construction;
  - iii) Services necessitated by decisions of Client not rendered in a timely manner, or any other failure of performance by Client, or any third party, including Client's other consultants and contractors;
  - iv) Services necessary because of by reasonably unanticipated conditions during construction;
  - v) Services necessary because of contractor's unanticipated means and methods of construction.

If, in RDH's opinion, exceptional circumstances require that Additional Services must be provided before written authorization can be obtained from Client, such as to avoid delay during construction, then RDH shall proceed with the Additional Service and Client shall compensate RDH for such Additional Service. RDH shall promptly notify Client by telephone or email of the exceptional circumstances and the Additional Service provided. If Client determines that continuing the Additional Service is not required, then Client shall so notify RDH. Upon such notification, Client shall have no further obligation to compensate RDH for such Additional Service and RDH shall have no obligation to continue to provide such Additional Service.

## Schedule "A" – Project Rates and Reimbursable Expenses

<p><b>PROJECT RATE ADJUSTMENT</b></p> <p>RDH reviews rates across the firm on a periodic basis and Project Rates are subject to adjustment consistent with that periodic review. Project Rates may be increased by no more than 10% per year.</p> <p><b>REIMBURSABLE EXPENSES AND LITIGATION SUPPORT</b></p> <p>The <i>Client</i> agrees to pay direct expenses, grossed up by 10% to cover overhead, reasonably incurred by <i>RDH</i> in the performance of the services.</p> <p>Equipment will be provided by <i>RDH</i> as required to perform the services and will be charged at rates established periodically and provided to the <i>Client</i> upon request.</p> <p>Attendance at, and preparation for, court, mediation, deposition, discoveries, or hearings are at the above rates plus 50%. A different rate schedule may apply for work undertaken in connection with an expert role.</p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; border-bottom: 1px solid black;">PROJECT RATES</th> </tr> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> <th style="text-align: right; border-bottom: 1px solid black;">Project Rates (\$/hr)</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Senior Specialist Senior Construction Manager</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">275</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Specialist Construction Manager Senior Project Manager 3</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">250</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Senior Project Manager 2</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">230</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Senior Project Engineer / Senior Project Architect Senior Project Technologist Senior Project Manager 1 Senior Project Designer / Consultant</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">210</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Project Engineer / Project Architect Project Technologist Project Manager 2 Project Designer / Consultant Superintendent</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">190</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Engineer 2 / Architect 2 Designer / Consultant Project Manager 1</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">170</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Engineer 1 / Architect 1 Engineer (EIT) 2 / Intern Architect (IA) 2 Technologist 4 Field Representative 4 Building Scientist 3</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">155</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Engineer (EIT) 1 / Intern Architect (IA) 1 Technologist 3 Field Representative 3 Building Scientist 2 Estimator Coordinator 3 Drafter 3</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">140</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Building Scientist 1 Drafter 2 Coordinator 2 Technologist 2 Field Representative 2</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">120</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Technologist 1 Coordinator 1 Field Representative 1 Drafter 1</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">110</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Assistant</td> <td style="text-align: right; vertical-align: bottom; border-bottom: 1px solid black;">90</td> </tr> </tbody> </table>	PROJECT RATES		Description	Project Rates (\$/hr)	Senior Specialist Senior Construction Manager	275	Specialist Construction Manager Senior Project Manager 3	250	Senior Project Manager 2	230	Senior Project Engineer / Senior Project Architect Senior Project Technologist Senior Project Manager 1 Senior Project Designer / Consultant	210	Project Engineer / Project Architect Project Technologist Project Manager 2 Project Designer / Consultant Superintendent	190	Engineer 2 / Architect 2 Designer / Consultant Project Manager 1	170	Engineer 1 / Architect 1 Engineer (EIT) 2 / Intern Architect (IA) 2 Technologist 4 Field Representative 4 Building Scientist 3	155	Engineer (EIT) 1 / Intern Architect (IA) 1 Technologist 3 Field Representative 3 Building Scientist 2 Estimator Coordinator 3 Drafter 3	140	Building Scientist 1 Drafter 2 Coordinator 2 Technologist 2 Field Representative 2	120	Technologist 1 Coordinator 1 Field Representative 1 Drafter 1	110	Assistant	90
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Paul Curtis  
ARC Architects  
119 S Main St, Suite 200  
Seattle, WA 98104-2579

**Re: South Whidbey Aquatic Center**

Dear Paul:

Thank you for including us on the team and for your request for services. Per review of the materials provided, we understand the scope to be electrical engineering services for a new aquatic center with a MACC of \$12 million. Based on the overall MACC, electrical MACC is anticipated to be approximately \$1.42 million.

Basic Services

Proposed Fee

\$12M MACC @ 7.84%, Electrical MACC \$1.42M **\$83,400**

Electrical Engineering Scope of Work

1. Schematic through Closeout Phases
2. Systems included in Basic Services are:
  - a. Electrical Systems Power Design
  - b. Emergency Power Systems Design
  - c. Lighting Design
  - d. Lighting Controls Design
  - e. Intercom System Design
  - f. Data and Telephone Cabling System Design
  - g. AV Design
  - h. Fire Alarm Design
  - i. Security System Design
  - j. Access Control
  - k. Video Surveillance
  - l. PV System Infrastructure
  - m. Electric Vehicle Charging Station Infrastructure
3. Support for Energy Life Cycle Cost Analysis
4. Participation in Commissioning coordination and response
5. Participation in Value Engineering coordination and response
6. Participation in Constructability coordination and response

Possible Additional Services

- |  |         |
|--|---------|
| 1. Additional Commissioning Support – Allow 24 hours total           | \$3,360 |
| 2. Additional Value Engineering Participation – Allow 24 hours total | \$3,360 |
| 3. Additional Constructability Support – Allow 24 hours total        | \$3,360 |



- |   |                                |
|---|--------------------------------|
| 4. Weekly Construction Site Visits – Allow for 30 visits at 5 hrs per Visit<br>(Site Visits under Basic Services will be one per month) | \$21,750                       |
| 5. Record Drawings  | \$5,500                        |
| 6. Offsite Electrical and Street Lighting   | Not included until scope known |

Hourly Billing Rates are as follows:

Principal	\$155/hour
Project Manager	\$135/hour
Engineer	\$125/hour
Designer	\$115/hour
BIM Support	\$105/hour

Again, thank you for your request. Please call if you have any questions or wish revisions.

Sincerely,

*Aprille Balangué*

Aprille Balangué