Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): ARC Architects	
Address 119 S Main St, STE 200, Seattle, WA 98104	Federal Aid Number N/A
UBI Number 600534003	Federal TIN or SSN Number 91-1255360
Execution Date 6/1/2019	Completion Date 12/1/2020
1099 Form Required ☒ Yes ☐ No	Federal Participation ☐ Yes ☒ No
Project Title Redmond Pool Phase 2 Coordination	
Description of Work Redmond Pool Renovation Phase 2 (of 2) The proposed scope of work includes design, construction/bid documents, permitting and bidding support architectural and engineering services in relation to the following: (1) seismic upgrades, (2) foundation repairs, (3) asbestos abatement and mold remediation, (4) fire protection upgrades, (5) plumbing upgrades, (6) pool deck resurfacing, (7) guest experience upgrades, (8) ADA improvements, (9) parking lot surfacing, (10) outdoor storage. The estimated construction cost can potentially expand up to $2M to add (11) Pool lining, (12) Bulkhead, (13) Pool Filter as an optional design services. The anticipated construction start date of July 2020.	
☐ Yes _____ ☒ No DBE Participation ☐ Yes _____ ☒ No MBE Participation ☒ Yes Consultant ☐ No WBE Participation ☐ Yes _____ ☒ No SBE Participation	Maximum Amount Payable: 288,131

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
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THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Redmond, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:				If to CONSULTANT:			
Name:	John Mork			Name:	Jeff Wandasiewicz		
Agency:	City of Redmond			Agency:	ARC Architects		
Address:	15670 NW 85th St, PO Box 97010			Address:	119 S Main St, STE 200		
City:	Redmond			City:	Seattl		
State:	WA	Zip:	98073	State:	WA	Zip:	98104
Email:	jemork@redmond.gov			Email:	wandasiewicz@arcarchitects.com		
Phone:	425.556.2713			Phone:	206.322.3322		
Facsimile:	425.556.2727			Facsimile:	n/a		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Johh Mork

Agency: City of Redmond

Address: 15670 NE 85th St

City: Redmond State: WA Zip: 98052

Email: jemork@redmond.gov

Phone: 425-556-2713

Facsimile: 425.556.2727

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Jeff Wandasiewicz Principal, ARC Architects Signature	5/15/2019 Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

See Attached

05/21/19

Attn: John Mork, Project Manager, City of Redmond
Submitted via e-mail to JEMORK@redmond.gov

RE: Redmond Pool Phase 2 Renovations

Dear John:

ARC Architects is pleased to resubmit its proposal for the *Redmond Pool Phase 2 Renovations* schematic design through construction effort for the Redmond Pool Remodel project located at 17535 NE 104th St, Redmond, WA 98052. For more than 40 years ARC has provided quality services to public and non-profit clients across the state. In addition to ARC as your primary consultant, our team for this proposal includes the following subconsultants:

Structural - PCS Structural Solutions (Seattle)
Mechanical - Enginuity Systems (Tacoma)
Electrical - Cross Engineers (Seattle/Wenatchee)
Civil - ABHL, Inc. (Tacoma)
Cost Estimator - DCW Cost Management (Seattle)
Environmental - Alternative Environmental Technologies, AET (Everett)
Aquatics - Aquatic Design Group (Carlsbad, CA) - *no fees included at this time, hourly rates for reference only*

Fee Proposal Overview

This enclosed Exhibit A provides scope of work and enhanced fee breakdowns for ARC and our consultant team based on hourly rate tables also included in Exhibit A. These fees are also translated and summarized into the City of Redmond's Exhibit D (Prime Consultant Cost Computations) and Exhibit E (Sub-Consultant Cost Computations) forms as part of this agreement.

The Design Team's total proposed fee for Standard, Specialty and Additional Services from Schematic Design through Bidding is **$288,131** including reimbursable expenses and a $45,000 design contingency for potential added scope as outlined below.

Project Understanding

The scope of services for this proposal stems from the information received in the *Redmond Pool Request for Interview* document provided by you on 3/5/2019, which divides the project into a Phase 1 envelope and energy efficiencies design/construction effort led by McKinstry Co., LLC, and a Phase 2 design / construction administration effort to address additional interior and exterior deficiencies.

After the City's notice of award of the Phase 2 work to ARC on 3/25/2019, the City subsequently requested that ARC participate, in an on-call capacity, in the project prior to commencement of Phase 2 services (slated to begin in June of 2019). The goal of which is for ARC to familiarize itself with the Phase 1 scope in order to provide commentary to the Phase 1 team that may impact their current design in relation to anticipated Phase 2 scope. This Phase 1 coordination agreement is in process at the time of this exhibit.

The proposed Phase 2 scope of work (as funding allows) for the second phase of the project will include the following:
1. Seismic upgrades
2. Foundation repairs
3. Asbestos abatement and mold remediation

4. Fire protection modifications
5. Plumbing upgrades
6. Pool deck resurfacing
7. Guest experience upgrades (Lobby/locker rooms wing of the building)
8. ADA Improvements
9. Parking lot resurfacing
10. Outdoor storage (or covered party area)

Optional Services:
11. Bulkhead design
12. Pool lining design
13. Pool filter design

LEED and any other 3rd party sustainability certifications are not included in this scope.

The City's overall construction budget is approximately $2M considering all optional services scope. The project delivery method is assumed to be Design-Bid-Build, with no requirements for accelerated or fast-track construction, multiple bid packages or phased construction.

The duration of services is assumed to be 8 mos for Design (June 2019 - February 2020), with a future phase of 6 calendar months for bidding and construction (February 2020 - November 2020). Construction is anticipated to be completed in a single phase construction.

The City shall retain any consultants and contractors not listed in this fee proposal. Furniture and arts coordination, record drawings and expanded CA support are additional architectural services. Modifications to the project scope of work, schedule or assumptions may result in additional fees.

Standard Services Fee Proposal Overview

As noted in the *Redmond Pool for Request for Interview* document, the anticipated construction cost for the building and site was determined to be in the $1,800,000, which ARC is utilizing as the Maximum Allowable Construction Cost (MACC) as outlined in the Washington State Fee Schedule (WSFS). Per the most current *Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015),* ARC has enclosed Basic Consultant fee calculations per these guidelines on the enclosed proposal as well as necessary Speciality Consultant fee proposals. Basic Consultant fees cover Architectural, Structural, Mechanical and Electrical services and are valued as 14.23% (Schedule A building type of 11.23% + 3% for remodel work) of the anticipated construction cost. Fees for any optional services proposed above are initially part of the design contingency allocated.

Specialty & Additional Services Fee Proposal Overview

Given that the Washington State Fee Schedule (WSFS) does not cover all scope of services that are required for your project, ARC has also provided an itemized list of Speciality Services that are necessary to be added to this proposed Standard Services fee. This primarily includes all design and engineering services not architectural, structural or MEP (mechanical/electrical/plumbing). No Additional Services are included at this time.

ARC Architects Standard Services

ARC Architects' responsibilities will be followed in accordance with the American Institute of Architects (AIA) B101-2017 Owner-Architect Agreement, Article 2, with term and policy limits and amounts established by ARC. ARC

Architect's basic services will consist of those described in Article 3 of AIA B101-2017, Scope of Architect's Basic Services, in addition to the requirements set forth in any City initiated Consultant Agreement signed between ARC Architects and the City of Redmond. ARC Architects' responsibilities during construction will be in accordance with the AIA C201-2017 General Conditions for the Contract for Construction.

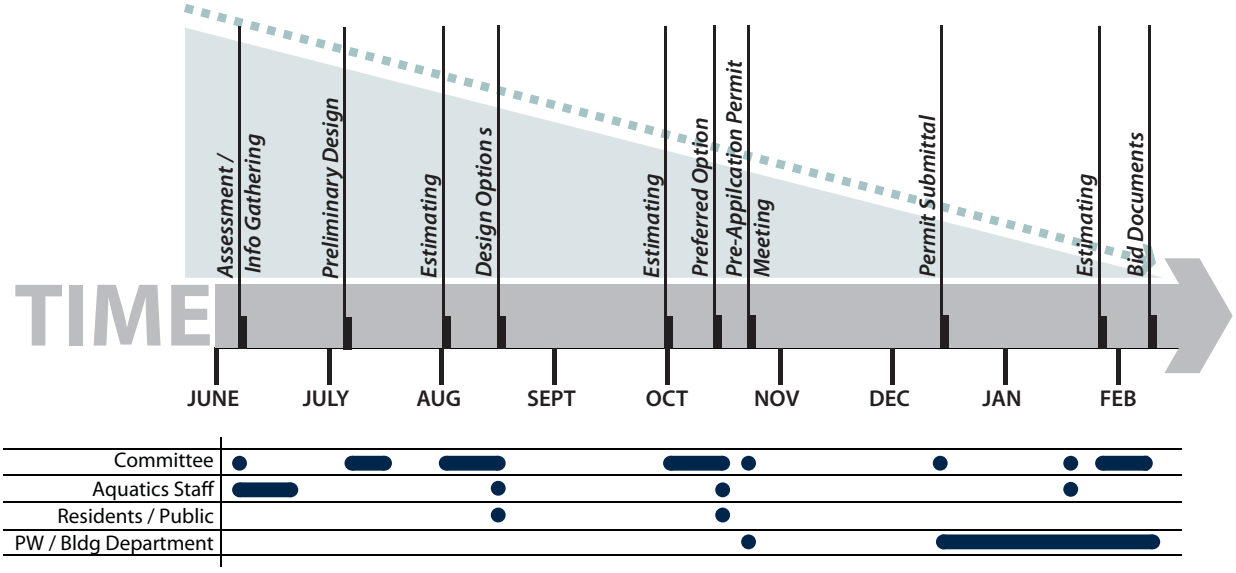
ARC Architects Professional Fees

ARC Architects will provide design, documentation and construction administration services for a %-complete not to exceed fee with the following estimated breakdown:

SD through Bidding	
Schematic Design (SD)	$23,583
Design Development (DD)	$26,203
Construction Documents (CD)	$40,614
Bidding	$2,621
	$93,021
Estimated Team Expenses	$8,852
	$8,852
Exclusions	
Construction Administration (CA)	excluded
Post Construction	excluded

Attachments

The following attachments are ARC Architects Standard Terms & Conditions (Exhibit A) and any other attachments referenced in this proposal are incorporated and made a part of our agreement, and by your authorization to proceed (in writing or orally), you are agreeing to those Standard Terms and Conditions. In the event that we decide to prepare more detailed contract documents for this project such as the AIA standard form contracts, and you decide that we need to start work before completion of these more detailed contract documents, then



this proposal and the attached Standard Terms and Conditions will apply to and control the work performed until the more detailed contract documents are negotiated and executed. Also included are the standard billing rate schedule and standard reimbursable expenses.

Project Schedule

The proposed Phase 2 schedule conforms to the desired timeline established from the information received in the *Redmond Pool Request for Interview* document provided by you on 3/5/2019 with durations and key milestones.

We look forward to working with you on this project. I will be your project contact throughout the duration, and i can be reached at the contact information listed below.

Sincerely,

Jeff Wandasiewicz | Principal, AIA
ARC Architects
D: (206) 900-0326

Attachments:
Exhibit A: ARC Cover Letter, Standard Billing Rate Schedule 2019, Standard Reimbursable Expenses, Individual Design Team Fee Proposals and Scope of Work

ARC Architects

Hourly Billing Rates Schedule 2019

All rates are reviewed annually each January

CLASSIFICATION	$/HOUR
Consulting Principal	$180
Principal / Project Manager	$150
Project Manager / Project Architect	$125
Emerging Professional Level 2/3	$95
Emerging Professional Level 1/2	$90
Emerging Professional Level 1	$85

ARC Architects

Standard Reimbursable Expenses

Reimbursable Expenses

Compensation for Reimbursable Expenses incurred by ARC Architects in connection with the Project shall be based on amounts invoiced to ARC Architects. The following list is not intended to be all inclusive but rather a list of the most common reimbursable expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the Project

2. Reproductions and scanning services

3. Color & color plotting, small and large format

5. Couriers, postage and handling of documents

6. Parking, mileage and transportation expenses associated with the Project

7. Models, materials board, mock-ups and special samples requested by the Owner

9. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

2019 HOURLY RATES

1.	Principal……	$195.00	Per Hour
2.	Project Architect / Engineer……..……....	$175.00	Per Hour
3.	Project Manager……...……	$155.00	Per Hour
4.	Designer…….……..…….....	$110.00	Per Hour
5.	Clerical……..	$60.00	Per Hour

May 13, 2019

REVISED

Paul Curtis
ARC Architects
119 South Main Street, Suite 200
Seattle, WA 98104

Project: Redmond Pool Renovation, AHBL No. 2190334.10
Subject: Revised Proposal for Civil Engineering Services

Dear Paul:

Thank you for the opportunity to submit this revised proposal for civil engineering services for the Redmond Pool Renovation project. We appreciate being included on the team and look forward to working on this project with you.

The scope and fee presented below are based on the documents you provided to us and our subsequent coordination. We understand the work is to include the resurfacing of the parking lot and the construction of a 1,000-square foot open shelter. We assume that the resurfacing of the parking lot will be a grind and overlay that does not completely remove the asphalt, and that the new open shelter building work will maintain the existing hard surfaces and only Minimum Requirement 2 (preparation of a stormwater pollution prevention plan) will be triggered.

Because the site scope is limited, we do not anticipate any land use or City of Redmond PREP process for review prior to permit submittal.

Our scope of services is listed below.

Basic Services

1. Prepare a base map for engineering drawings using an architectural site plan furnished by you, and the topographic survey.

2. Prepare plans and calculations for a temporary erosion and sedimentation control (TESC) plan. We will also prepare a construction stormwater pollution prevention plan (CSWPPP), as required for permitting. Because less than 1 acre will be disturbed by the project, a National Pollutant Discharge Elimination System (NPDES) General Permit for Construction is not required.

3. This scope of work includes a design to meet the City of Redmond 2019 *Stormwater Technical Notebook*. This plan will address the resurfacing of the parking lot, which will be a grind and overlay that does not completely remove the asphalt, and that the new building work and associated flat work will be considered less than 2,000 square feet of new plus replaced hard surfaces and only Minimum Requirement 2 (preparation of a stormwater pollution prevention plan) will be triggered.

Civil Engineers
Structural Engineers
Landscape Architects
Community Planners
Land Surveyors
Neighbors

TACOMA
2215 North 30th Street
Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL
www.ahbl.com

4. Prepare an onsite surfacing plan for a grind and overlay of the parking area and a restoration of the site striping.

5. We assume that there are no adjustments to the onsite sanitary sewer service or the onsite domestic water and fire protection systems.

6. Prepare plans for onsite surfacing plan and horizontal layout of the building and civil site features. Plan will include restoring the site's pavement markings. As stated above, the assumed paving improvements include a grind and overlay, or a seal coat treatment, that does not remove the existing pavement to subgrade.

7. Prepare three-part CSI format technical specifications for civil site work.

8. Prepare an opinion of probable construction cost.

9. Coordinate with you, the design consultants, and the owner during design, and attend design meetings. We have budgeted 8 hours for this task.

10. Coordinate with the governing agency during design and revise the plans as required by agency review. This task includes meetings with you to review agency comments. We have allowed for the standard agency redline comments in our fee proposal. However, if the agency requests changes that contradict their design standards or any information they furnished at a pre-design conference, this may result in a change of scope.

11. We will provide plans at the Schematic Design (SD), Design Development (DD), and Construction Document (CD) milestones. We assume the DD drawings are the permit drawings. The following products will be prepared at the end of the CD phase, unless indicated otherwise:

    - Cover Sheet
    - Horizontal Control and Site Paving Plan.
    - Notes and Details
    - Stormwater Pollution Prevention Plan (SWPPP)
    - Civil Site Work Technical Specifications
    - Opinion of Probable Construction Cost

Reimbursable Expenses

12. Reimbursable expenses such as mileage, and reprographics. This scope of work will be billed on a time and expense basis.

Billing Summary

Items	**Description**	**Amount**
Items 1-11	Basic Services	$10,500
Item 12	Reimbursable Expenses (T&E est.)	250
Total		**$10,750**

We propose to bill for our services on a lump sum, fixed fee basis, except for reimbursable expenses, which will be billed on a time and expense basis.

We believe we have determined, as best we can, the number of hours required to complete these tasks. However, some of the tasks listed are influenced by factors outside of our control. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances beyond our control, we will notify you immediately. We will not perform additional work until we have your written authorization.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

a) Professional services of subconsultants, e.g., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.

b) Preparation, submittal, or securing of permits including, but not limited to:

   1) Forest Practices Applications or permits from the Department of Natural Resources for logging operations.

   2) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.

   3) Joint Aquatic Resource Permit Application (JARPA) for work in wetlands, streams, or their buffers.

c) Environmental checklist or environmental impact statement.

d) Costs associated with the excavation of soils logs for the evaluation of onsite soils.

e) Offsite improvements.

f) Costs associated with preparing and filing variances, etc.

g) Costs associated with title reports or other legal documents.

h) Costs associated with substantial redesign after preparation of design development drawings.

i) Preparation of maintenance manuals, reports, or certification testing of installed improvements.

j) Additional inspections that are a result of contractor non-compliance to the plans or specifications.

k) Dividing the design work into more than one construction package.

l) Design of septic system.

m) Survey services.

n) Construction phase services.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare your standard AIA contract. Our receipt of the signed contract or your written authorization will be our notification to proceed.

If you have any questions, please call me at (253) 383-2422.

Sincerely,

David C. Nason, PE
Associate Principal

DCN/lsk

c: Lucas Johnson – AHBL
Accounting

Q:\2019\2190334\Proposals_Contracts\Finals\20190513 Pro (REV) 2190334.10.docx

DCW COST MANAGEMENT

1700 Westlake Ave N, Suite 200
Seattle WA, 98109

220 NW 8th Ave
Portland, OR, 97209

206 259 2990
www.dcwcost.com
WBE WOSB SCS

May 10, 2019

Paul Ross Curtis
ARC Architecture
119 S Main St
Suite 200
Seattle, WA 98104-2579

RE: Redmond Pool

FPSEA-2019-0030a

Dear Paul Ross Curtis,

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 Redmond Pool located at 17535 NE 104th St, Redmond, WA 9805. The cost study scope of work starts in Phase 2 of the project and includes costing the Schematic Design, Design Development and Construction Documents.

The intended design package includes the following:

- Seismic Analysis and Upgrades to code
- Foundation Repairs including identification and solutions to the contributing factors of the failures
- Assessment for Hazardous Materials Abatement and Remediation
- Plumbing Upgrades
- Pool Deck Resurfacing
- Public Area Upgrades
- ADA Improvements – will require both selective demolition and new construction of interior walls
- Survey and Parking Lot Resurfacing
- Addition of Outdoor Storage Shelter and possible Party Room

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.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

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.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

Task 3 Construction Documents

- 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 final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

SCHEDULE 2

Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1	38	$165	$6,270.00
Task 2	40	$165	$6,600.00
Task 3	42	$165	$6,930.00
SUM Total	**120**		**$19,800.00**

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **$19,800.**

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:

	Bill Rate
Directors	$175.00
Specialists	$165.00- $175.00
Cost Estimators*	$150.00 - $165.00
Clerical	$ 85.00
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.

DATE: 5/10/2019

By: Trish Drew

Its: Managing Director

Client: ARC Architecture

DATE:

By: Paul Ross Curtis

Its: Principal

ALTERNATIVE ENVIRONMENTAL TECHNOLOGIES

AET RFP 3202 R1 - Request For Proposal: Design Phase 2 - Redmond Pool

05/13/19 Paul Curtis Principal RFP 3202 Revision 1
ARC Architects Wk 206.322.3322
119 S.Main Street, #200 Cell 206.900.0329
Seattle, WA 98104 E-mail curtis@arcarchitects.com
E-Mail Wandasiewics@arcarchitects.com

Services **Hazardous Materials Design Phase: Project Design Survey. Drawings & Specifications**
Scope of Work **ARC Architects Scope of Work**
Location Redmond Pool - 17535 NE 104th Street, Redmond,WA 98052
AET Project No. 3202 Reference: Redmond Pool Upgrades & Detailed Scope of Work

1. Labor	Set	Description - Scope of Work				Number	Rate	Amount	Subtotal
		Project Design Survey	& Light Fixture Estimate			16	100	1,600.00	
3 DRAWINGS		Review:	Baseline Drawings & Title Block			4	100	400.00	
		HZ1.01	Hazmat	Gen. Notes		8	100	800.00	
		HZ1.10	Hazmat	Floor Plan		8	100	800.00	
		HZ1.30	Hazmat	Elevations		8	100	800.00	
	90%	Permit Set	Coord w ARC DRAWINGS			8	100	800.00	
	100%	Bid Set	Revisions			4	100	400.00	
Technical Review		Dave Leonard MSPH CIH				2	120	240.00	
7 Specifications		Unit Prices				4	100	400.00	
		Summary of Reg. Materials				4	100	400.00	
		Asbestos	Remediation			8	100	800.00	
		Lead	Remediation			8	100	800.00	
		PCB	Remediation			4	100	400.00	
		Silica	Remediation			4	100	400.00	
		Mold	Remediartion			8	100	800.00	
	90%	Permit Set	Coord. W ARC Specifications			8	100	800.00	
	100%	Bid Set Revisions				4	100	400.00	
Technical Review		Dave Leonard MSPH CIH				2	120	240.00	11280.00
2. Expenses	Analyte	Vendor	Type	Media	TAT				
	Asbestos	SAT	PLM	Bulk	5d	45	15	675.00	
	Asbestos	SAT	Pt. Ct 400	Bulk	5d	10	65	650.00	
	Lead	EMSL	FAA	Bulk	5d	15	15	225.00	
	Mold	EMLAB	Dir. Mic.	air	1 d	10	75	750.00	
	Mold	EMLAB	Dir. Mic.	surface/bulk	1 d	10	50	500.00	
	Cy & Print	Fed Ex	Copies, Scan & Drwgs			8	75	600.00	
	Drafting	CPS	AutoCAD PI	90, 100%		8	100	800.00	
	Portal to site to lab, CPS to portal					300	0.55	165.00	
	Digital	Drawings	AutoCAD 2018 or PDF		SECTIONS	8	100	800.00	
	Markup	Insurance	Field Sampling Supplies, Shipping			5165.00	0.15	774.75	5939.75
3. Total Estimate								NTE	$17,219.75

Note:
1. Standard Fee Schedule, W-9 & Proof of Insurance upon request
2. Terms: Due Upon Receipt of Periodic & Final Invoice
3. RFP 3202 Design Phase: Drawings & Specifications
4. TBD Construction Phase: Surveillance & Monitoring
5. Staff: - Brian Hunt, PD, Dave Leonard CIH MSPH Technical Review.

CPS	CADD Production Services
FAA	Flame Atomic Absorption
PC 400	PLM Point Count 400
PLM	Polarized Light Microscopy
SAT	Seattle Asbestos Test
TAT	Turn Around Time for Analysis 7d
NTE	Not To Exceed

Contact Brian Hunt, MA RA **Admin.** **Alternative Environmental Technologies**
425.232.9860 **5129 Evergreen Way D9,**
brian@alternative-technologies.com **Everett, WA 98201**
Certification: AHERA Building Inspector AHERA Management Planner AHERA Project Designer

NOTIFICATION TO PROCEED		Please complete and return by E-mail		Sign & Date
Authorized Signature	Title	Print Name	NTP Date	First Deliverable Date

PCS Structural Solutions

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

May 14, 2019

ARC
119 S Main St, Suite 200
Seattle, WA 98104-2579

ATTN: Paul Curtis

RE: *Redmond Pool Renovation*

Dear Paul:

Thank you for this opportunity to propose our Structural Engineering services for the Redmond Pool Renovation.

SCOPE OF SERVICES

Phase I Scope/Transition Phase
Assess structural implications of phase 1 work with respect to how it may affect future phase II structural renovation repair work. This includes a meeting with the phase I team to review scope in addition to reviewing construction documents.

Design Phase
A Tier 1 Analysis and follow up selective testing was performed as part of the phase I scope. Although we have some questions regarding the evaluation, the seismic upgrade scope is still in question. We have therefore, eliminated the seismic renovation scope from our proposal at this time.

In addition, it's our assumption that no significant gravity load will be added to the existing structure, specifically the roof structure, and the renovation/remodel doesn't significantly alter the identified shear walls and diaphragms for the building.

In the schematic phase, we will assess the structural scope associated with proposed architectural modifications and incorporation of structural improvements throughout the building. It is assumed that mechanical penetrations, support of mechanical equipment or other structural work associated with phase I work will be completed in phase I.

Responding to 2 rounds of City Building Department review comments are included in this proposal, additional rounds will be billed hourly as additional services.

PCS Structural Solutions | *Connected Teams. Bold Solutions.*

ARC
Paul Curtis
Redmond Pool Renovation

Fee Breakdown

Phase	**Proposed Fee**
Phase I/Transition Phase Coordination	$ 2,500 allowance billed hourly
Design Phase	**Proposed Fee**
Schematic Design	$ 4,785
Design Development	$ 4,785
Construction Documents	$14,350
Bidding	$ 1,600
Design Total	**$25,520**

Thank you for this opportunity to be of service to you and the City of Redmond. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL *SOLUTIONS*

Douglas Goodwin, S.E.
Principal

DAGsar
19-356

May 15, 2019

Mr. Paul Curtis
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579

Subject: Redmond Pool Phase 2

Dear Mr. Curtis:

We are pleased to present you with this proposal for engineering services on the Redmond Pool Upgrades Phase 2 project. The facility was originally constructed in 1970 as part of the Forward Thrust funding program and is approximately 13,000 square feet in size. Phase 1 of the facility upgrades is currently underway and was delivered via an ESCO contract with McKinstry. The overall Phase 2 project budget is understood to be approximately $1.8 million.

We understand our work scope for the Phase 2 project to be as follows:

- Design for plumbing system changes to support architectural changes in the building, including relocation of spaces, major room renovations, and extensive ADA improvements. These changes may involve relocating, replacing, or upgrading existing fixtures and piping systems in the affected areas. Fixtures replaced under the Phase 1 project will be re-used and relocated where possible.
- Design for HVAC system changes to support architectural changes in the building, including relocation of spaces, major room renovations, and extensive ADA improvements. Generally it is assumed that this work scope will include minor modifications to existing systems only, and does not assume that system replacement or complete redesign of the duct systems will be required.
- Design for plumbing systems to support revised or replaced pool deck drainage systems as part of the pool deck resurfacing work scope item identified by the City.
- Design of new HVAC systems for added detached Party Room and Storage shelter of approximately 1,000 square feet. These may be an addition to the existing structure or standalone structures. HVAC is understood to be limited to ceiling mounted heating units. No plumbing is intended to be provided for the new structure.

The following is included in this fee proposal:

Deliverables

1. SD
   a. 30% Drawings
   b. 30% Specifications (table of contents only)
   c. 30% Cost opinion
2. DD
   a. 60% Drawings
   b. 60% Specifications
   c. 60% Cost opinion
3. CD
   a. 95%/Permit Drawings
   b. 95%/Permit Specifications
   c. 95% Cost opinion
   d. Permit forms for permit submittal
   e. Calculations for permit submittal
   f. 100% Drawings
   g. 100% Specifications
   h. 100% Cost opinion

4. Bid Phase
   a. RFI responses
   b. Substitution request reviews

Meetings/Site Visits

1. SD
   a. (2) Site visits by mechanical engineer to review existing conditions.
   b. (1) Review meeting with owner/design team (web-based or conference call).
2. DD
   a. (1) Site visit by mechanical engineer.
   b. (1) Review meeting with owner/design team (web-based or conference call).
3. CD
   a. (1) Review meeting with owner/design team (web-based or conference call).
4. Bid Phase
   a. None

This fee proposal is based upon the following project schedule:

1. Design Phase – June 2019 – February 2020
2. Bid Phase – February 2020 – June 2020
3. Construction Phase – June 2020 – November 2020

Hourly Rates (Enginuity Systems – Mechanical):

Principal/Senior Engineer	$165.00/hr
Project Engineer	$165.00/hr
Engineer	$125.00/hr
Designer	$100.00/hr
CAD Technician	$85.00/hr
Administrative/Typist	$76.00/hr

Expense Rates (billed at cost +10%):

Mileage	$0.58/mile

We have made the following assumptions in the preparation of this fee proposal:

1. Submittal Delivery: PDF/electronic for all submittals
   a. Hard copies beyond those listed above will be provided upon request as an additional service.
2. All permitting fees will be paid by others.
3. Reprographics for permit submittal(s) will be provided by others.
4. Delivery of submittals to permitting agencies will be made by others.
   a. Electronic delivery of permit documents to permitting agencies (where this is an option) will be provided free of charge.
5. All mechanical work is limited to within five (5) feet of the building.
6. Enginuity Systems will generate record drawings, based on markups provided by the installing contractor(s). Record documents will be provided to the client in PDF format. Building floor plan and site layout changes are assumed to be updated by the Project Architect and provided to us for use in production of record documents.
7. Support of mechanical equipment will be included generically in the plans and specifications. Structural or seismic calculations for equipment and component supports, and detailed design of supports, bracing, and attachments, are not included in this proposal.
8. HVAC load calculations include the initial calculation and up to (1) major revision. Additional major revisions to load calculations will be provided as an extra service.
9. Specifications will be CSI standard, formatted to match Owner or Architect project manual. WS-DOT or similar specification standards/formats will not be required.
10. Mechanical and plumbing drawings will be produced in Revit 2018.

11. Plumbing system upgrades are assumed to be localized to specific spaces, and that the existing connected plumbing systems are sized so that they can accommodate renovations in the specific spaces. Analysis, as-built documentation, and design of plumbing systems for the entire building is not included in the scope of this proposal.
12. For hourly/not-to-exceed projects, hours/fee beyond those indicated in the attached fee summary are not included in this proposal and will be provided as additional services.
13. This proposal is based on a mechanical project MACC of approximately $324,000.00.

The following are additional scope items, excluded from this fee proposal:

1. Mechanical and/or plumbing work beyond 5 feet of the building footprint
2. Alternative cost studies
3. Detailed phasing studies and/or phasing plans
4. Detailed energy analysis
5. Architectural envelope calculations for Washington State Residential or Non-Residential Energy Code, including preparation/completion of related forms
6. Lifecycle cost studies
7. LEED or similar energy efficiency rating systems compliance & documentation
8. Division 0/1 specifications writing or editing
9. Compiling complete specifications manual including divisions 0/1
10. Value engineering and implementation of value engineering into ongoing renderings, presentations, models, or documentation sets.
11. Separated bid packages (including but not limited to providing separate sets of documents to support early bids for specific equipment, etc.)
12. Professional liability insurance over $2,000,000 aggregate ($1,000,000 per claim).
13. Computational fluid dynamics (CFD) modelling
14. Consulting for air barrier testing
15. Participation in BIM conflict resolution processes.
16. Travel and per diem when outside the general Puget Sound area.
17. Renderings/presentations/models or similar graphics.
18. Participation in constructability review and implementation processes.
19. Commissioning and commissioning support.
20. Construction phase services.
21. Architectural design.
22. Electrical engineering.
23. Pool mechanical system engineering.
24. Fire protection engineering for sprinkler systems.
25. Fire alarm system design.
26. Structural engineering.
27. Acoustic analysis.
28. Analysis or design of foundation drain systems.
29. Reprographics (full size prints of drawings larger than 17x11").

All work scope not explicitly listed in this proposal is assumed to be excluded.

Our fee to provide the services described above is listed below (billed as hourly, not to exceed the listed values):

SD Phase	$16,669.00
DD Phase	$13,539.00
CD Phase	$12,279.00
Bid Phase	$1,561.00
Reimbursible expenses	~~$1,925.00~~
TOTAL	**$44,873.00**

$825.00 (jw/arc)

A fee summary is attached. Additional services will be provided upon request on a time & expense basis per the above hourly rate schedule, or as negotiated prior to starting the extra service work scope(s).

Please contact me with any questions. Thank you for requesting our services, and we look forward to working with you on this project!

Regards,

Jesse Barksdale
President, LEED-AP

Accepted:

Signature
Paul Curtis, ARC Architects

JNB/jnb

Enclosures: Fee Summary

Cc: file

redmond pool ph 2 proposal 20190515 no fire alarm.docx

ENGINEERING FEE SUMMARY

Project: **Redmond Pool Phase 2**
Prepared By: **JB**
Date: **5/15/2019**
Page Title **Summary**

Sheet	Cost Per Page (Base Scope Items)	Cost Per Page (Alternate Scope Items)
SD	$16,669.00	
DD	$13,539.00	
CD	$12,279.00	
Bid Phase	$1,561.00	
Construction Phase	$0.00	
Expenses	$825.00	
SUBTOTAL (BASE ITEMS)	$44,873.00	
SUBTOTAL (ALTERNATE ITEMS)		$0.00
TOTAL COST (BASE & ALTERNATE ITEMS)		**$44,873.00**

ENGINEERING FEE SUMMARY

Project: **Redmond Pool Phase 2**
Date: **5/15/2019**
Page Title **SD**
Category: **Base**

Task Description	Time Allotted (Hours)					
	Principal	Proj Engr	Engineer	Designer	CAD Tech	Admin
Admin	4					4
Drawings	20			80		
Specifications	1					
Site visits (2)	6			12		
Review meeting	2			4		
Cost opinion	8					
Total Hours	41	0	0	96	0	4
Rate	$165.00	$165.00	$106.00	$100.00	$85.00	$76.00
Labor Cost	$6,765.00	$0.00	$0.00	$9,600.00	$0.00	$304.00
				Subtotal (Labor Cost)		$16,669.00

Subcontractors

Description	Total
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Subtotal (Labor Cost)	$0.00
10.00% Markup on Subcontractor Costs	$0.00
Subtotal (Subcontractor Costs	$0.00

Reimbursible Expenses

Description	Qty	Cost Each	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$0.00
	10.00%	Markup	$0.00
		Subtotal	$0.00
		Total Cost This Page	$16,669.00
		TOTAL COST THIS PAGE (ROUNDED)	**$16,669.00**

ENGINEERING FEE SUMMARY

Project: **Redmond Pool Phase 2**
Date: **5/15/2019**
Page Title **DD**
Category: **Base**

Task Description	Time Allotted (Hours)					
	Principal	Proj Engr	Engineer	Designer	CAD Tech	Admin
Admin	4					4
Drawings	20			60		
Specifications	8					
Site visit (1)	6			6		
Review meeting	1			2		
Total Hours	39	0	0	68	0	4
Rate	$165.00	$165.00	$106.00	$100.00	$85.00	$76.00
Labor Cost	$6,435.00	$0.00	$0.00	$6,800.00	$0.00	$304.00
					Subtotal (Labor Cost)	$13,539.00

Subcontractors

Description	Total
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Subtotal (Labor Cost)	$0.00
10.00% Markup on Subcontractor Costs	$0.00
Subtotal (Subcontractor Costs	$0.00

Reimbursible Expenses

Description	Qty	Cost Each	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$0.00
	10.00%	Markup	$0.00
		Subtotal	$0.00
		Total Cost This Page	$13,539.00
		TOTAL COST THIS PAGE (ROUNDED)	**$13,539.00**

ENGINEERING FEE SUMMARY

Project: **Redmond Pool Phase 2**
Date: **5/15/2019**
Page Title **CD**
Category: **Base**

Task Description	Time Allotted (Hours)					
	Principal	Proj Engr	Engineer	Designer	CAD Tech	Admin
Admin	6					4
Drawings	20			60		
Specifications	8					
Review meeting	1			2		
Total Hours	35	0	0	62	0	4
Rate	$165.00	$165.00	$106.00	$100.00	$85.00	$76.00
Labor Cost	$5,775.00	$0.00	$0.00	$6,200.00	$0.00	$304.00
				Subtotal (Labor Cost)		$12,279.00

Subcontractors

Description	Total
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Subtotal (Labor Cost)	$0.00
10.00% Markup on Subcontractor Costs	$0.00
Subtotal (Subcontractor Costs	$0.00

Reimbursible Expenses

Description	Qty	Cost Each	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$0.00
	10.00%	Markup	$0.00
		Subtotal	$0.00
		Total Cost This Page	$12,279.00
		TOTAL COST THIS PAGE (ROUNDED)	**$12,279.00**

ENGINEERING FEE SUMMARY

Project: **Redmond Pool Phase 2**
Date: **5/15/2019**
Page Title **Bid Phase**
Category: **Base**

Task Description	Time Allotted (Hours)					
	Principal	Proj Engr	Engineer	Designer	CAD Tech	Admin
Admin	1					1
Bid period services	8					
Total Hours	9	0	0	0	0	1
Rate	$165.00	$165.00	$106.00	$100.00	$85.00	$76.00
Labor Cost	$1,485.00	$0.00	$0.00	$0.00	$0.00	$76.00
					Subtotal (Labor Cost)	$1,561.00

Subcontractors

Description	Total
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Subtotal (Labor Cost)	$0.00
10.00% Markup on Subcontractor Costs	$0.00
Subtotal (Subcontractor Costs	$0.00

Reimbursible Expenses

Description	Qty	Cost Each	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$0.00
	10.00%	Markup	$0.00
		Subtotal	$0.00
		Total Cost This Page	$1,561.00
		TOTAL COST THIS PAGE (ROUNDED)	**$1,561.00**

ENGINEERING FEE SUMMARY

Project: **Redmond Pool Phase 2**
Date: **5/15/2019**
Page Title **Construction Phase**
Category: **Base**

Task Description	Time Allotted (Hours)					
	Principal	Proj Engr	Engineer	Designer	CAD Tech	Admin
Total Hours	0	0	0	0	0	0
Rate	$165.00	$165.00	$106.00	$100.00	$85.00	$76.00
Labor Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					Subtotal (Labor Cost)	$0.00

Subcontractors

Description	Total
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Subtotal (Labor Cost)	$0.00
10.00% Markup on Subcontractor Costs	$0.00
Subtotal (Subcontractor Costs	$0.00

Reimbursible Expenses

Description	Qty	Cost Each	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$0.00
	10.00%	Markup	$0.00
		Subtotal	$0.00
		Total Cost This Page	$0.00
		TOTAL COST THIS PAGE (ROUNDED)	**$0.00**

ENGINEERING FEE SUMMARY

Project: **Redmond Pool Phase 2**
Date: **5/15/2019**
Page Title **Expenses**
Category: **Base**

Task Description	Time Allotted (Hours)					
	Principal	Proj Engr	Engineer	Designer	CAD Tech	Admin
Total Hours	0	0	0	0	0	0
Rate	$165.00	$165.00	$106.00	$100.00	$85.00	$76.00
Labor Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					Subtotal (Labor Cost)	$0.00

Subcontractors

Description	Total
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Subtotal (Labor Cost)	$0.00
10.00% Markup on Subcontractor Costs	$0.00
Subtotal (Subcontractor Costs	$0.00

Reimbursible Expenses

Description	Qty	Cost Each	Total
ESL expenses	1	$750.00	$750.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$750.00
	10.00%	Markup	$75.00
		Subtotal	$825.00
		Total Cost This Page	$825.00
		TOTAL COST THIS PAGE (ROUNDED)	**$825.00**

CROSS ENGINEERS, INC.

May 15, 2019

ARC Architects
Attn: Paul Curtis
1101 E. Pike St.
Seattle, WA 98122

Re: Redmond Pool Renovations Phase 2 – Electrical Fee Proposal

Mr. Paul Curtis:

We welcome the opportunity to offer our electrical engineering services for your consideration. We understand the electrical design is for site lighting, power and interior electrical lighting, power, and communications (raceway only) for the Redmond Pool renovation and outdoor carport structure.

ASSUMPTIONS

- Existing electrical system is adequately sized for new loads in remodeled areas and new out building.
- All public meetings and public outreach will be by Architect. Sub-consultants are not required to be in attendance.
- Phase 1 electrical drawings have a complete one-line diagram with load calculation through entire electrical system.

Scoping and initial Concept – Task 1

- Kick-off meeting at Architects office.
- Review existing power, telephone, and data phase 1 drawings.
- Visit the site and review existing conditions.
- Prepare Schematic Design Documents indicating phase 2 electrical scope.

DESIGN – Tasks 2 and 3

- Review existing power, telephone, and data utility services available in relation to phased additions.
- Prepare lighting and lighting controls for site and building areas of remodeled.
- Prepare Washington State Non-Residential Energy Code (WSNREC) lighting power budget calculations form for submittal to building department by Architect with Building Department Submittal.
- Prepare Fire alarm floor plans with device locations and details. Fire alarm shop drawings that are submitted to the City for review will be prepared by the electrical Contractors fire alarm sub, which will include fire alarm wiring and battery calculations.
- Prepare up to two (2) computer light level calculations of the natatorium area in building for owner/architect review. Not the entire building.
- Coordinate with mechanical/plumbing/pool equipment engineer and provide electrical connections to HVAC, pool and plumbing equipment.
- Prepare electrical power floor plans with receptacle and owner furnished equipment connections in remodeled areas.

- Prepare electrical power riser diagram with load calculations, panel schedules, voltage drop and short circuit calculations.
- Prepare rough-in only (conduit to accessible ceiling space) floor plans for data and security system(s). Security system and data equipment selection/ design will be by owner's select provider/installer.
- Prepare electrical detail sheets.
- Design coordination meetings with design team will be by teleconference. Day to day coordination will be via electronic transfer of design documents.
- Participate by phone for owner design review meetings (anticipate one per submittal stage) Schematic Design, Design Development, building department/final bid/construction documents. Incorporate owner and coordination comments into Design Documents.
- Prepare Division 26 and 28 specifications.
- Prepare Division 26 and 28 cost estimate.
- One set of electronic PDF electrical drawings will be provided for each submittal phase (Schematic Design, Design Development, Building Department/Bid/Construction Documents) for reproduction and distribution by Architect to others for coordination and review. This proposal assumes Architect will provide Cross Engineers with electronic (AutoCAD compatible) backgrounds of the site, building and electronic PDF copies of complete project plans and specifications for each design group to Cross Engineers at each submittal phase.

BIDDING/CONSTRUCTION SUPPORT – Task 4

- Respond to contractor questions and priors for lighting.

ADDITIONAL SERVICES

We anticipate the following activities to be outside the normal workscope. If requested these items as related to Electrical can be provided as additional services at our standard hourly rates.

- Construction Support (Respond to RFI's, review shop drawings and submittals, meetings, electrical punch lists, site visits, etc.) – **Task 5**
- Transfer contractors redlines to Record Drawings Set.
- Life Cycle cost analysis.
- Installation of portable demand meters
- Response to Value Engineering comments.
- Response to Constructability Review comments.
- Commissioning participation.
- CAD drawings with electronic posted addendum.
- CAD record drawings.
- BIM 3D Modeling and Conflict Resolution Coordination.
- Electrical design related to fire pump requirements.
- Assisting owner with grant requests related to lighting equipment.
- Additional construction administration.
- Standby Power Generator Design.
- Street lighting.

CROSS ENGINEERS, INC.

FEES
We propose a lump sum design fee of $24,170.00 through Bidding.

Scoping and Initial Concept:		
Schematic Design	$6,976.00	
	Scoping/SD Total:	**$8,380.00**
Design:		
Design Development	$5,486.00	
Bid/Construction Documents	$6,428.00	
	Design Total:	**$14,566.00**
Bidding:		
Bidding	$1,020.00	
	Bidding total:	**$1,224.00**
	Total Fees:	**$24,170.00**

Billing will be monthly on a percentage complete basis.

Please contact my office if there are additional workscope items or questions. We look forward to your favorable review and again working with ARC Architects. Our office has permanent staff available to assign to this project with your notice to proceed.

Sincerely,

Brice Anderson
Cross Engineers, Inc.

923 Martin Luther King Jr. Way, Tacoma, WA. 98405 * Phone: (253) 759-0118

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Although not a small business enterprise (SBE) firm, ARC has a long standing relationship with many of our local SBE firms, and continues to broaden that pool with new up-coming firms. Whether mandatory or voluntary, we have been supporting the growth and development of these firms since our inception. With nearly 80% of our work in the public sector, we are committed to meeting and bettering stated voluntary goals.

Diverse Business Outreach Plan

ARC's formal outreach plan dates from 2008. It coincided with a September 16th Prime –Sub A/E Networking Event. The region's largest business opportunity outreach and networking opportunity sponsored by the University of Washington and 8 other public agencies has been attended every other year since 2008.

Positions Responsible for Managing and Implementing Outreach Plan

Principal's Daniel Podoll and Emily Wheeler are ARC's designated manager and implementer of our outreach plan. Between specific outreach events in and outside of the office, ARC is involved in the selection of diverse firms appropriate to the specific projects that the firm pursues.

Strategies, Approaches and Specific Steps Taken to Meet Diverse Utilization Goals

1. ARC staff is kept abreast of all new work pursuits at our standing weekly office meeting. At that time, go/ no-go decisions are made about these opportunities. When a decision is made to advance a pursuit, teaming consultants are discussed for their appropriateness to the project type, their previous performances and their contribution to a diverse team of professionals. Staff is encouraged to offer up consultants they feel to be a best fit or consultants they feel might be of benefit for a first teaming opportunity.
2. ARC participates in the annual outreach symposium sponsored by numerous public agencies in Seattle. This "speed dating" is a great opportunity to interface with emerging Diverse Business consulting firms. With that contact, our next step is an invitation to ARC offices to learn more of one another's business strategies and potential symbiotic strengths.
3. Firms calling or emailing to present their qualifications for specific RFQs are passed to the principal in charge of that marketing effort. This provides a one on one opportunity to discuss the consultant's fit to the specific project and our firm's process in establishing the strongest team for the job.
4. ARC shares its statement of qualifications with the assembled team for the project. Diverse Business consultants gain important insights into the presentation of their qualifications and their integration into the project approach. This type of mentoring helps emerging consulting firms understand the attributes that we as prime are looking for and how best to present their strengths.

The Redmond Pool Phase 2 DBE Participation

One of our sub-consultants, DCW Cost Management, is a registered WBE. Their fee comprises 8.1% of the total Consultant Agreement.

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

to be provided by the Agency per item 1F.

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Revit and/or AutoCAD

D. Specify the Agency's Right to Review Product with the Consultant

The Agency has the right to review product with the consulant.

E. Specify the Electronic Deliverables to Be Provided to the Agency

1. Survey Drawing (AutoCAD)
2. Phase 1 Drawings (AutoCAD and/or Revit) for all disciplines
3. Phase 1 Specifications, Reports (PDFs)

F. Specify What Agency Furnished Services and Information Is to Be Provided

1. Site Survey.

II. Any Other Electronic Files to Be Provided

Phase 1 documents and correspondence, as needed

III. Methods to Electronically Exchange Data

email and share point access

A. Agency Software Suite

Bluebeam, Sharepoint

B. Electronic Messaging System

Outlook

C. File Transfers Format

PDF, DWG, RVT, XLS, DOC

Exhibit D
Prime Consultant Cost Computations

see attached

Exhibit D

Consultant Fee Determination

Project Name: Redmond Pool Phase 2
Project Number:
Consultant: ARC Architects

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 205%	Fee (Profit) 27%	Total Hourly Rate	Total
Principal / Project Manager	205	$ 45.20	$92.52	$12.07	$150	$30,708
Project Manager / Project Archit	260	$ 37.80	$77.38	$10.09	$125	$32,570
Emerging Professional	351	$ 25.57	$52.34	$6.83	$85	$29,743
Total Hours	816				**Subtotal:**	$93,021
REIMBURSABLES						
Reimbursable Team Expenses						$8,852
					Subtotal:	$8,852
SUBCONSULTANT COSTS (See Exhibit E)						
PCS						$25,520
Enginuity Systems						$44,048
Cross Engineers						$24,170
AHBL						$10,500
Alt. Environmental Tech						$17,220
DCW Cost Management						$19,800
Aquatic Design Group						not included
					Subtotal:	$141,258
					Total:	$243,131
					Contingency:	45,000
					GRAND TOTAL:	$288,131

EXHIBIT E

Subcontracted Work

Project Name: Redmond Pool Phase 2
Project Number:
Consultant: ARC Architects

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
PCS	Structural Engineer	$25,520
Enginuity Systems	Mechanical / Plumbing	$44,048
Cross Engineers	Electrical	$24,170
AHBL	Civil Engineering	$10,500
Alt. Environmental Tech	Environmental Consulting	$17,220
DCW Cost Management	Cost Estimator	$19,800
Aquatic Design Group	Aquatics	not included
	Total:	$141,258

Exhibit E

Subconsultant Fee Determination

Project Name: Redmond Pool Phase 2
Project Number:
Consultant: PCS Structural Solutions, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 151%	Fee (Profit) 28%	Total Hourly Rate	Total
Principal - Doug G	24	$ 64.41	$97.09	$18.20	$180	$4,313
Project Manager - Bob C	48	$ 49.29	$74.30	$13.92	$138	$6,601
Design Engineer- Spencer S	80	$ 34.90	$52.61	$9.86	$97	$7,789
BIM Tech Mgr - Dale M	40	$ 42.69	$64.35	$12.06	$119	$4,764
BIM Tech - Dan Hollar	20	$ 36.79	$55.46	$10.39	$103	$2,053
Total Hours	212				**Subtotal:**	$25,520

REIMBURSABLES

Mileage	
Reproduction (copies, plots, etc.)	
Miscellanous	
Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	

Total:	$25,520
Contingency:	
GRAND TOTAL:	$25,520

Exhibit E

Subconsultant Fee Determination

Project Name: Redmond Pool Phase 2
Project Number:
Consultant: Enginuity Systems LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 170%	Fee (Profit) 32%	Total Hourly Rate	Total
Principal/Senior Engineer	124	$ 54.67	$92.94	$17.39	$165	$20,460
Project Engineer		$ 54.75	$93.08	$17.41	$165	
Engineer		$ 41.50	$70.55	$13.20	$125	
Designer	226	$ 33.14	$56.33	$10.54	$100	$22,600
Drafter		$ 28.25	$48.03	$8.98	$85	
Administrative/Typist	13	$ 25.18	$42.81	$8.01	$76	$988
Total Hours	363				**Subtotal:**	$44,048

REIMBURSABLES

Mileage/printing/etc.		$825
	Subtotal:	$825

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	

Total:	$44,873
Contingency:	
GRAND TOTAL:	$44,873

Exhibit E

Subconsultant Fee Determination

Project Name: Redmond Pool Phase II
Project Number:
Consultant: Cross Engineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 205%	Fee (Profit) 27%	Total Hourly Rate	Total
Engineer I (PE)	11	$ 48.25	$98.91	$12.96	$160	$1,761
Engineer II	21	$ 45.25	$92.76	$12.15	$150	$3,153
Designer I	130	$ 30.75	$63.04	$8.26	$102	$13,266
Drafter	68	$ 24.25	$49.71	$6.51	$80	$5,472
Clerical	8	$ 19.50	$39.98	$5.24	$65	$518
Total Hours	238				**Subtotal:**	$24,170

REIMBURSABLES

Mileage	
Reproduction (copies, plots, etc.)	
Miscellanous	
Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	

Total:	$24,170
Contingency:	
GRAND TOTAL:	$24,170

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G-1(a) Certification of Consultant

Exhibit G-1(b) Certification of City of Redmond

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

G-4, page 29 of 34 deleted as required by City of Redmond

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

ARC Architects

whose address is

119 S Main St, STE 200, Seattle, WA 98104

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Redmond and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

ARC Architects

Consultant (Firm Name)

Jeff Wandasiewicz
Principal

Signature (Authorized Official of Consultant)

5/15/2019

Date

Exhibit G-1(b) Certification of the City of Redmond

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Signature Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

ARC Architects

Consultant (Firm Name)

Jeff Wandasiewicz
Principal

Signature (Authorized Official of Consultant)

5/15/2019

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARC Architects

Consultant (Firm Name)

Jeff Wandasiewicz
Principal

Signature (Authorized Official of Consultant)

5/16/2019

Date

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit