

RESOLUTION NO. 21-1409

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS RASMUSSEN TRIEBELHORN, AIA/PS FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE CITY HALL BUILDING TENANT IMPROVEMENTS PROJECT

WHEREAS, the City has planned and budgeted for the City Hall move and associated tenant improvements; and

WHEREAS, the City is in need of architectural and engineering firms for design-related assistance with these improvements; and

WHEREAS, the City went through a competitive selection process to select a consultant to perform architectural and engineering services for the City Hall Tenant Improvements; and

WHEREAS, Architects Rasmussen Triebelhorn, AIA/PS as the most qualified to provide architectural and engineering services for the City Hall Building Tenant Improvements project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Architects Rasmussen Triebelhorn, AIA/PS for architectural and engineering services related to the City Hall Building Tenant Improvements project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF FEBRUARY, 2021.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-851-4446 Fax : 360-851-4501

and

ARCHITECTS RASMUSSEN TRIEBELHORN, AIA/PS (“Consultant”)

Address: 909 South 336th Street, Suite 107, The Omni Building

Federal Way, WA 98003

Contact: Rhonda Gillogly, AIA Phone: 253-572-5511

Tax Id No.: 91-1300580

for non-exclusive professional architectural and engineering services in connection with the following project:

City of Black Diamond CITY HALL BUILDING TENANT IMPROVEMENTS PROJECT
 (“Project”).

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for architectural and engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (Scope of Work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional architectural and engineering services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed EIGHTY-TWO THOUSAND TWENTY-FIVE DOLLARS (\$82,025.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement shall remain in effect until completion of the Project and fulfillment of all other party obligations set forth in this Agreement, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care

and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY

FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

12.2 The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to

16.2 Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND

CONSULTANT

By: Carol Benson

Carol Benson

Its: Mayor

Date: 02/18/2021

By: _____

Rhonda Gillogly

Its: President

Date: _____

Attest:

By: Brenda L. Martinez

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan
City Attorney



February 5, 2021

Scott Hanis and Kevin Esping
City of Black Diamond
Capital Projects
24301 Roberts Drive
Black Diamond, WA 98010

RE: Fee Proposals for City Hall Tenant Improvement (TI)

Subject: Fee Proposal -A/E Services

Dear Scott and Kevin,

Thank you for selecting ART and our team of consultants to assist you with your tenant improvement project to relocate city departments into the existing City Hall Building. Attached is a breakout of fees (Exhibit A) for your review and consideration. Please let me know where I can be of assistance in discussing any concerns and strategizing to accomplish your tasks.

In Summary our fees include:

Field Verification, Development of Existing Floor Plans and Building Section, Field Verification of Existing Furniture, Development of proposed Floor Plan layouts, cost estimating, On Site meeting with Buildings Plans Reviewer before permit submittal, development of construction documents to include drawings and specifications, permit issuance, bidding assistance, construction administration services during construction, project closeout, as-built documentation and consultant team to include Structural Engineering, Mechanical, Electrical, and Plumbing Engineering, Civil Engineering-allowance if needed to modify exterior entry way conditions, and cost estimating allowance for professional cost estimator assistance.

See the attached spreadsheet (Exhibit A) and consultant information for fees and additional scope clarifications.

Please note that Architects Rasmussen Triebelhorn (ART) is offering their hourly services at an average rate of \$135/hour in lieu of using standard hourly rates. (standard hourly rates are included as an attachment)

Task 1-TI Improvements to Existing City Building

Total Task 1 Fee Request: \$82,025.00

Excluded/Qualifiers

- Any hazardous material testing or reports
- Refer to the consultants attached fee proposals for possible additional exclusions and qualifiers
- Printing of any documents including documents for bidding
- Exterior improvements are limited to sidewalks, concrete entry pads



Billings

The above services will be invoiced as an hourly not to exceed. Reimbursables shall be invoiced on a "as used" basis with written documentation provided with each invoice and a 15% mark-up. Reimbursables include mileage used to attend meetings at the project site and will be invoiced based on allowed current IRS rates.

Conclusion

The above tasks represent our understanding of the project scope. Please review and get back to me with any questions, concerns, or changes that you deem fit. We are looking forward to progressing on your project and appreciate this opportunity to work with the City of Black Diamond.

Respectfully,

A handwritten signature in black ink that reads "Rhonda Gillogly". The signature is written in a cursive, flowing style.

Rhonda Gillogly, AIA-President

Exhibit A

Scope of Work & Fee Estimate Architects Rasmussen Triebhorn				
Client: City of Black Diamond Project: City Hall TI Projects Job #: ART-21002 File #: Fee Proposals				
Task No.	Task Description	ART hours	Travel /Reimb	Consultants
Project	TI-Field Verification, Design and Construction			
1	Field Verification (Measure Existing conditions) Includes 1 back check trip if needed and travel from ART offices. Work is for 2 people	10.00		
2	Develop Existing Floor plans and building section	6.00		
3	Field Verify Existing Furniture (measure and document for new plan layouts) Includes ART travel. Work is for 2 people. Draw up furniture for CAD.	12.00		
4	Project Set Up/Invoicing monthly	15.00		
5	Consultant Coordination	10.00		
6	Develop Pre-Design Plans for owner review and comment. Includes 2 minor modifications	6.00		
7	Meet on site with Building Plans Reviewer. Includes ART travel	3.00		
8	Make modifications to plans based on meeting with Plans Reviewer.	1.00		
9	Develop Construction Documents for bidding. Includes drawings, specs, details and code review. Includes 3 meetings via zoom with Owner.	120.00		
10	Work with furniture vendor for coordination of new furniture / equipment	8.00		
11	Cost Estimate (ART will work with cost estimator to develop detailed cost estimate for budgeting)	20.00		
12	Permit submittal, forms and reply to questions. Assumes e-mail submittal directly to plans reviewer or to City for direct submittal.	2.00		
13	Develop bidding criteria and advertisement to contractors. Coordination with City	4.00		
14	Attend pre-bid walkthrough, address bidder questions, meeting minutes and issue addenda	8.00		
15	Review bids and assist city with issuance of contract for Construction Team	6.00		

Task No.	Task Description	ART hours	Travel /Reimb	Consultants
16	Construction Administration: Attend Pre-Constructon Conference, issue meeting minutes, attend weekly meetings (4 months), review submittals, review contractor pay applications, address RFI's. (Project changes-Change Orders that are outside of project scope are an additional service and not included in the fee).- Includes travel)	130.00		
17	Punch list walk, develop written punch list Substantial Completion Forms, Punch List back check, and Final Completion Letter. Includes 2 trips travel. Additional trips for contractor negligence in completing punch list are not included. (1 month for closeout)	10.00		
18	Project Closeout-Review O&M's, Final Pay apps	6.00		
19	Record As-Builts in AutoCAD and printed to PDF	4.00		
A	MEP (HultzBHU)			\$14,300
B	Structural (PCS Structural Solutions)			\$9,000
C	Civil (MacKay+Sposito)-Allowance			\$2,000
D	Cost Estimating-allowance (Bill Acker Consulting)-Allowance			\$1,000
AA	Travel / Reimburseable Expenses		\$300	
	TOTAL Hours for Task 1	381		
	Costs for Task 1	\$51,435	\$300	\$26,300
	Travel /Reimb Expenses Markup 15%:		\$45	
	Sunconsultant 15% Mark-Up			\$3,945.00
	Subtotal :	\$51,435	\$345	\$30,245.00
	Total Cost for Task 1	\$82,025.00		



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

February 8, 2021

Architects Rasmussen Triebelhorn
909 S 336th St, Suite 107
Federal Way, WA 98003

ATTN: Rhonda Gillogly

RE: ***City of Black Diamond – City Hall Tenant Improvement
Scope – Exhibit A***

Dear Rhonda:

Thank you for this opportunity to propose our Structural Engineering services for the City of Black Diamond – City Hall Tenant Improvement project.

SCOPE OF SERVICES

We will provide all structural design, calculations, and marked-up drawings as required toward obtaining the Building Permit for the structural portion of this project. Construction phase services can be provided at additional cost on an hourly basis.

Our scope of services and resulting fees are based on the following:

- New door/opening at each level in wall that divides the building. Potentially a shearwall, but will need to verify plywood to know. A lateral analysis may be required in order to design revisions.
- Adding some level of storage to each floor, lower level is likely slab on grade. Might not be code "storage" as it is likely just file cabinets. Analyze floor framing to support additional storage load and design upgrades.
- Adding servers to a room on the upper floor – likely to fall within floor live load but need to analyze weights. Analyze floor framing to support additional storage live load and design upgrades. Also analyze live load deflection of the upper level floor framing.



**Connected Teams.
Bold Solutions.**

Architects Rasmussen Triebelhorn
Rhonda Gillogly
City of Black Diamond – City Gall Tenant Improvement

FEES

Our fee estimates for the Structural Engineering services on the above-referenced project is as follows:

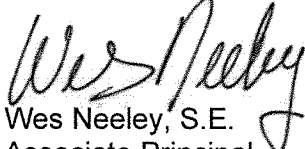
• On-Site Investigation	\$1,500
• Design (Shearwall Penetration, Storage loading, Server Loading)	\$4,500
• Construction Administration (1 site visit, RFI/submittal review)	<u>\$3,000</u>
Estimated Total	\$9,000

Billing will be on an hourly basis.

Thank you for this opportunity to be of continued service. 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



Wes Neeley, S.E.
Associate Principal

WJNmap



February 10, 2021

Architects Rasmussen Triebelhorn
The Omni Building
909 South 336th Street, Suite 107
Federal Way, WA 98003

Attention: Rhonda Gillogly

Subject: **Black Diamond City Hall TI**
Engineering Services Proposal

Dear Rhonda:

Thank you for this opportunity to submit our proposal to furnish engineering services for this project.

Project Description

Remodel at the City of Black Diamond City Hall, per your email and attachment of 1-29-2021. Work includes:

- 1st Floor-left side: 3 new offices and 1 server room
- 1st Floor-right side: No changes (other than there is an added opening)
- 2nd Floor-left side: 5 new offices and large conference/break room
- 2nd Floor-right side: reconfiguration of space that would have 3 large office spaces and 1 open office area
- New server room

Scope of Services

General: Our scope of work is for systems covered under Division 22 (Plumbing), Division 23 (HVAC), Division 26 (electrical power, lighting) and Division 27 (low voltage systems) of the Construction Specification Institute (CSI) Manual of Practice.

Design Phase: Visit the site to review existing conditions, provide mechanical and electrical engineering construction drawings, and technical specifications for the project. Electrical work for low voltage systems is for the pathway only. Attendance at design phase meetings (virtual) is included.

Bid Phase: Respond to bidder questions, review substitution requests, and prepare addenda for our work scope as needed.

Construction Phase: Respond to contractor questions, review submittals, punchlist review, final punchlist review, and review of closeout items. We assume that no progress site visits are required.

Proposed Fee

We propose to bill on a lump sum fee basis by phase:

M/E Design	\$ 10,200
Bid Phase	\$ 400
CA Phase	<u>\$ 3,700</u>
Total	\$ 14,300

Qualifiers/Assumptions

1. We assume that no unusual or detrimental conditions exist at the area of work requiring any analysis or design consideration by us (e.g. electrical power quality issues, special permit process, existing code violations, etc.).
2. The data cabling (and server room components) will be designed and installed by others; we will show office area data outlet locations on our plans.
3. We assume that the existing HVAC equipment is adequate; project will involve relocating diffusers/grilles to suite the new arrangement.
4. A new AC unit (or exhaust fan) is assumed for the new server room.
5. Electrical panels can accommodate any added/revised loads.
6. No electrical metering of panels is included; but can be added if required.
7. We assume no new restrooms but only some minor adjustments to existing plumbing will be required.

Sincerely,
Hultz|BHU Engineers Inc.



Rick Hultz, PE
Principal