

January 21, 2025

Mr. Dan Ford, City Manager City of Toppenish 21 West First Avenue Toppenish, WA 98948

Re: Professional Services Fee Proposal • Toppenish Police Remodel Project

Dear Mr. Dan Ford,

As per the City's request, the following is our fee proposal.

# Scope of Work Summary

CKJT Architects PLLC, along with our consultants, propose to provide professional services to support City of Toppenish's Police Remodel Project. This professional services for remodel of their building located 220 West First Avenue in Toppenish Washington to function as a police facility that serves the same function and contains the same program as their existing facility.

This work involves professional design services for scope outlined in Exhibits A & B.

- Exhibit A Conceptual Plan Scope (Sheet A2).
- Exhibit B Scope of Work.

#### Professional Service Fee:

Our proposed fee for this work includes basic and supplemental services as identified in this proposal. Professional services for this scope are to be provided for the lump sum fee of \$158,852.00. This is based on a design timeline of six (6) to ten (10) weeks to 100% construction documents.

If an accelerated design timeline is selected the lump sum fee above will increase by \$43,747.80 for total revised fee of \$202,599.88. This is based on a four (4) to (6) week design timeline to 100% construction documents.

#### Deliverables:

All deliverables will be PDF via digital delivery.

- 1. Completed Programming
- 2. Rough Order of Magnitude estimate of probable cost
- 3. 90% Construction Documents Estimate of Probable Cost

- 4. 100% Construction Documents & Specifications
- 5. Washington State Energy Code NREC forms (as required)
- 6. Plan Review Application for Permit
- 7. Bidding Advertisement
- 8. Bid Tab and Bid package review
- 9. Construction Administration Observation Reports
- 10. Construction Administration Progress Meeting Action Items

#### Assumptions:

- 1. The contract for this scope of work will be executed and a Notice to Proceed will be issued on January 27th, 2025.
- 2. The client will provide the necessary data promptly.
- 3. All assessments and reviews are based on the assumption of no unforeseen structural issues.
- 4. Permits and approvals will be granted within a reasonable timeframe.
- 5. Site slopes are ADA-compliant for parking and access aisle at the new main entrance.
- 6. Fire Alarm system provided by a vendor selected by the owner.
- 7. Professional services and our contract for this scope of work terminates forty 45 days after the date of substantial completion of Construction of this project.

#### **Exclusions:**

- 1. All and any hazardous materials scope, including but not limited to testing and removal.
- 2. Design modifications of the existing IBC building Risk Category classification and occupancy type.
- 3. Excludes Furniture, Fixtures, and Equipment (FF&E) not permanently attached to the building. Assumes the owner will move the existing FF&E to the new facility.
- 4. Signage design.
- 5. Fees for: Plan Review, Permit, Bid advertisement, Printing, and Purchase of any Owner Contractor Agreement and General Conditions.
- 6. Tribal Employment Rights Ordinance (TERO) Compliance requirements.
- 7. Addition Project Scope and associated fees per RFQ "Project Planning, Architectural Design, Engineering, and Construction Management Services", dated November 19, 2024 (shall be provided under a separate contract).

# <u>Professional Consultant Design Team members:</u>

- Structural Engineering LSB Consulting Engineers
- Mechanical Engineering L&S Engineering
- Electrical Engineering L&S Engineering
- Professional Estimator Thomas Consulting
- Consulting Architect Casey Architectural Consulting Services

# Additional Professional Services

Any and all additional services shall be billed either at an agreed-upon lump sum or at the design team's hourly rates as specified in the attached Exhibit C.

The following additional services are not included and may be requested for an additional fee on an hourly basis, as a lump sum and/or as reimbursable expenses.

Additional Services and associated fees must be mutually agreed upon in writing before proceeding with the work.

When requested by the City in writing, Additional Services may be provided after the execution of this Agreement, without invalidating the Agreement.

- 1. Purchase of AIA contract documents, typically Owner Contractor Agreement and General Conditions.
- 2. Accelerated Design Phase services.
  - a. These services, if selected, are intended to reduce the design timeline as much as possible. Design services associated with 100% construction documents could be delivered within 4 to 6 weeks from the issuance of the Notice to Proceed, barring any delays beyond the control of the design team. An accelerated design timeline will result in increased fees covering associated costs.
  - b. Limitation of Liability: The Architect shall not be held liable for any delays or additional costs incurred due to factors beyond their control, including but not limited to delays caused by third parties, unforeseen site conditions, or changes in project scope requested by the client after the initial agreement.

#### Client Responsibilities

- 1. Providing all necessary project-related information and documentation.
- 2. Ensuring access to the project site for assessments and observation of construction activities. This includes availability on January 28th and 29th (2025) for building access, IT coordination, security coordination, programming coordination, and additional as-builts of the project site.
- 3. Prompt decision-making to avoid delays.
- 4. Owner Contractor Agreement and General Conditions of the contract.
- 5. Payment of plan review, permit, bid advertisement, and printing fees.

#### Terms of Service

- Proposal Terms: Proposal fees quoted in this letter are valid for a period of forty-five (45) days from the date of issuance. If the proposal is not accepted within this timeframe, the architect reserves the right to revise the proposal and associated fees
- 2. Duration of Services: If the services covered by this Agreement have not been completed within eleven (11) calendar months of the date of this Agreement, through no fault of the Design team, extension of services beyond that time shall be compensated as Additional Services.
- 3. Payment Terms: Payment terms will be outlined in the proposal. Invoices will be issued periodically based on the progress of the work and are payable within thirty

- (30) days of the invoice date. Late payments may incur interest charges at the rate 2% per month.
- 4. Termination: Either party may terminate this agreement with written notice. In the event of termination, the client will be responsible for payment of all services rendered up to the date of termination.
- 5. Liability: The architect will perform the services with reasonable skill and care. However, the architect's liability for any claims, damages, or losses arising out of or in connection with this agreement is limited to the amount of fees received by the architect for the services provided.

Please call with any questions you may have.

Sincerely, CKJT Architects, pllc

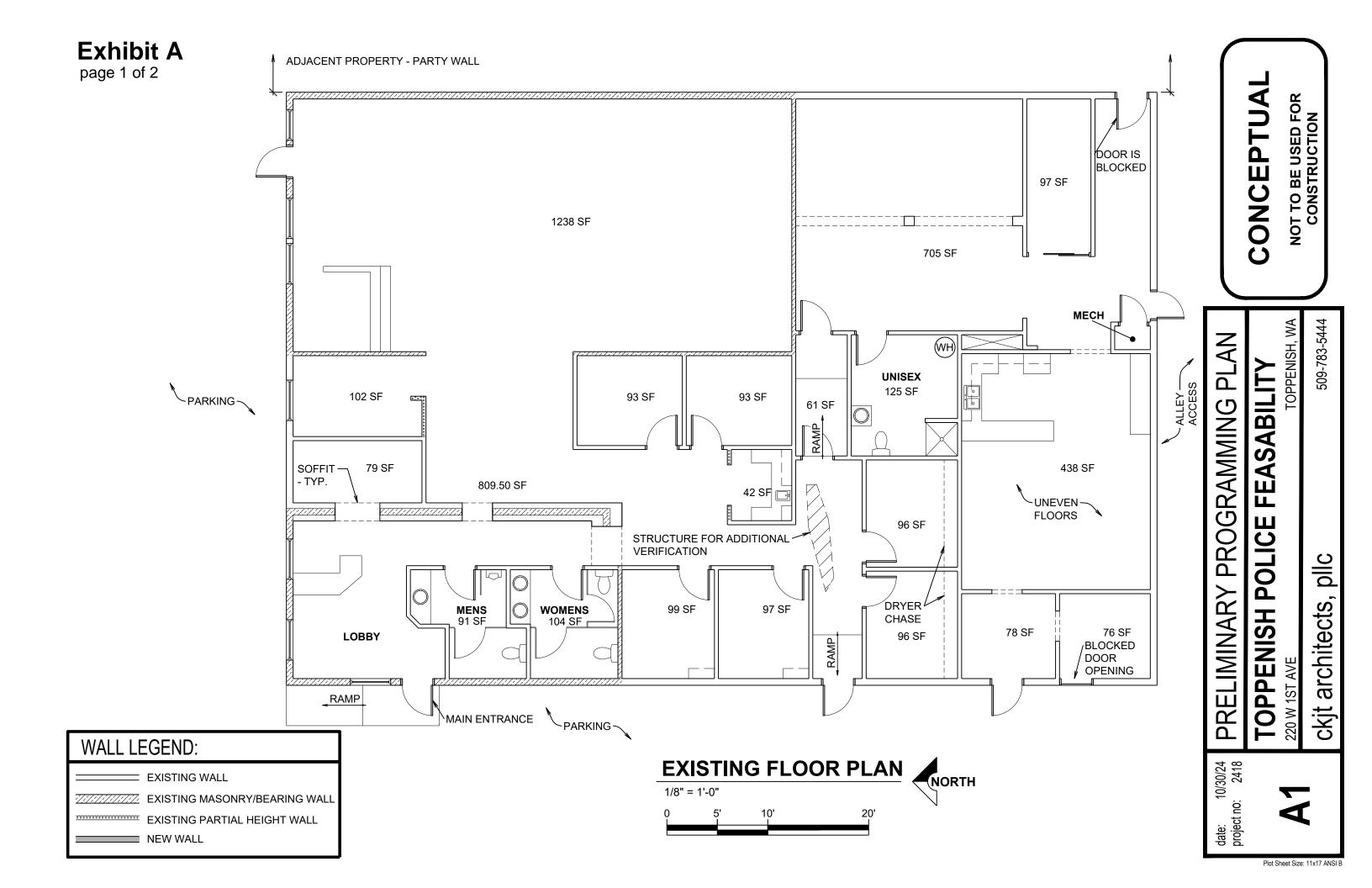
Melissa C. McCoy

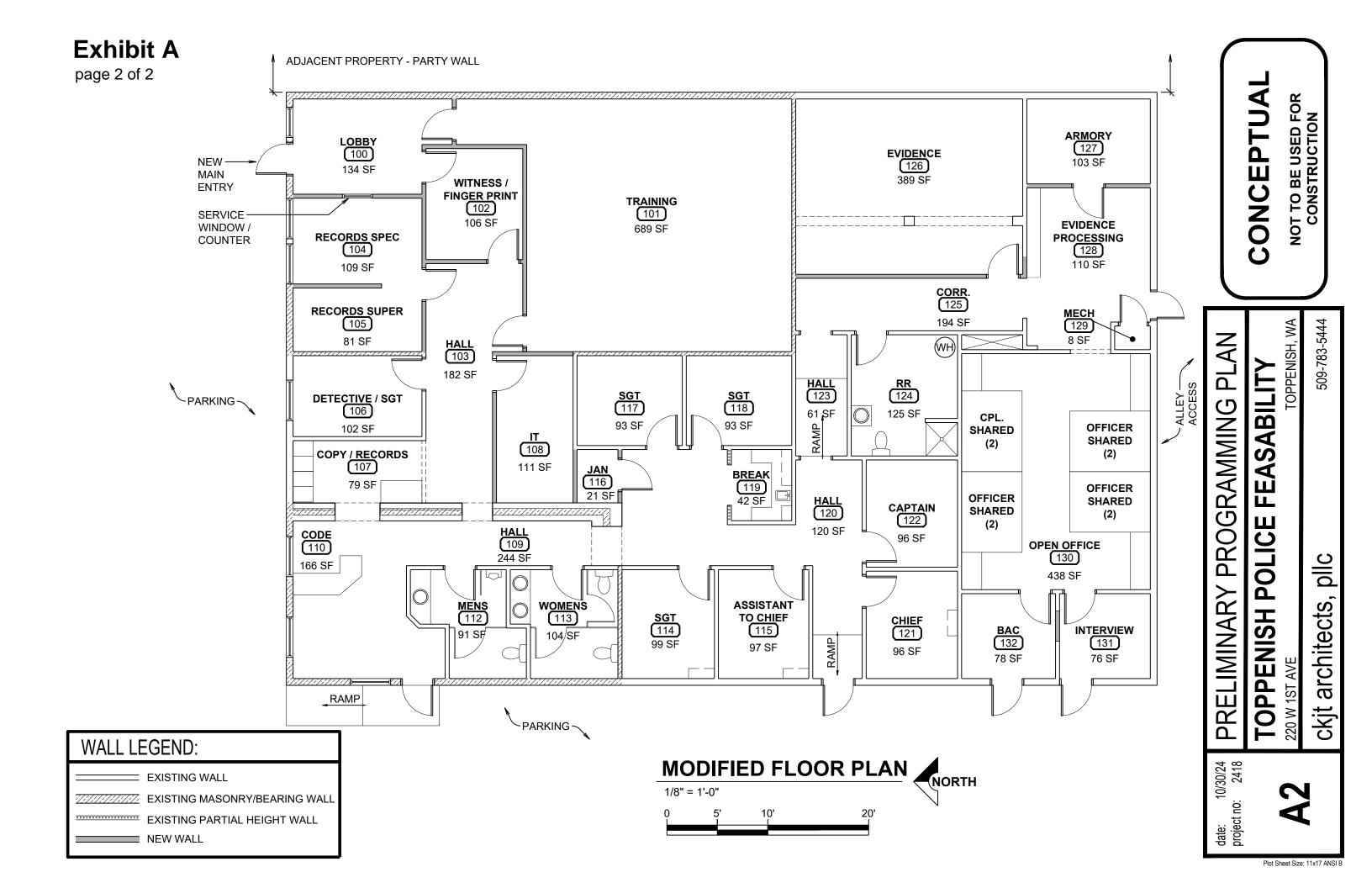
Attached: Exhibit A, Conceptual Plan Scope

Exhibit B, Scope of Work

Exhibit C, 2025 Design Team Hourly Billing Rates

Acceptance:		
The undersigned authorizes CKJT Architects, PLLC to proceed with the Scope of Work as outlined above.		
On behalf of:		
Printed name:		
Signature of Authorized Agent:		
Date:		





# Exhibit B Scope of Work

City of Toppenish Police Remodel Project

# **Description of Included Services**

Professional design services to be performed include Architectural, Structural, Mechanical, Electrical, and Cost Estimating. The basis of design will be the concept shown on Sheet A2 per Exhibit A.

# **Scope of Services**

- 1. Pre-Design Phase:
  - a. Additional as-builts required to complete design based on the Exhibit A concept.
  - b. Structural investigations & repair design for the item identified in Exhibit A Sheet A1.
  - c. Project Programming coordination and completion.
  - d. Rough Order of Magnitude Estimate of probable cost.
  - e. One (1) site visit is included in this phase, visits beyond this will be considered additional services.
- 2. Project Management/Construction Management support:
  - a. Working with the City's designated Project Manager/Construction Manager; tracking project schedule timelines and budgeted project costs, providing the owner with regular updates, and supporting project closeout.

#### 3. Design Phase:

a. Solidify design concepts and integration of major design systems based on current IBC and Washington State Energy code requirements. Develop design documents based on agreed-upon Exhibit A concept, additional information established in the pre-design phase, and feedback from structural, mechanical, and electrical engineers.

#### 4. Client Reviews:

- a. Coordination City's designated project representative and point of contact, Sean Davido, and additional staff as required to complete the scope.
- b. Client reviews will be provided in progress and through continuous coordination with the designated project point of contact.

#### 5. Construction Documents:

- a. Preparation and finalization of the Project Manual documents to include drawings, technical specifications, and front-end documents.
- b. 90% Construction Documents Professional Estimate of Probable Cost.
- c. Washington State Energy Code review and provision of a path to design compliance, including NREC Forms as required.

#### 6. Permitting Phase:

a. Includes an application for the permit, providing permit documents (typically Drawings, Specifications, and NREC, as required), and responding to plan review comments.

#### 7. Bidding Phase:

- Includes providing advertisement for bids, bid documents, support during bidding, prebid walk-through (as required), responses to requests for information, issuance of addenda, review of bids, and recommendations to award.
- b. One (1) site visit is included in this phase, visits beyond this will be considered additional services.

#### 8. Construction Administration:

- a. Includes construction administration, review of submittals and requests for information, generation of change orders, review of pay applications, site visits, construction observations, conducting progress meetings, and following up with resulting action items.
- b. Eight (8) site visits are included in this phase, visits beyond this will be considered additional services.

#### 9. Closeout:

- a. Includes review of commissioning reports, punch list creation and support, letter for the recommendation of substantial completion, review of contractor-provided as-built drawings, and Operation and Maintenance Manuals.
- b. Two (2) site visits are included in this phase, visits beyond this will be considered additional services

# **Project Scope:**

- 1. Replacement of materials and finishes as required to complete modifications.
- 2. Interior painting as required.
- 3. Washington State Energy Code compliance design.
- 4. New main entrance to be an accessible public entrance.
- 5. Provide parking restriping as required for accessible parking stall(s) and associated access aisle(s).
- 1. New exterior doors and frames.
- 2. New secure, ADA-compliant door hardware.
- 3. New floor finishes and wall base as required.
- 4. New subfloor leveling at uneven subfloor surface.
- 5. New interior doors and frames required for new door hardware.
- 6. New casework at the public service counter.
- 7. New ADA-compliant public service window.
- 8. Floor-mounted bench in BAC room.
- Replacement of HVAC system including design for rebalancing duct work, grilles, and diffusers to service new layout.
- 10. New energy recovery ventilation system.
- 11. Replacement of lighting and lighting controls.

- 12. Modification of power to align with the design and service new equipment.
- 13. New data with conduits and pull boxes. Vendor or owner-provided data equipment and data ports.
- 14. New Fire alarm and security system to include cameras, and panic button. Vendor selected by the owner.

The owner may elect to include the following if project timeline and budget allows:

- 1. Roofing modifications beyond what is required for new HVAC units.
- 2. Siding modifications and repairs.
- 3. Door controllers, proximity readers, and electric strikes.

# Exhibit C

# **Design Team Hourly Billing Rates 2025**

\$175 /hour
\$175 /hour
\$160 /hour
\$160 /hour
\$150 /hour
\$150 /hour
\$150 /hour
\$130 /hour
\$130 /hour
\$115 /hour
\$100 /hour
\$70 /hour
\$45 /hour

# **LSB Consulting Engineers (Structural)**

Principal Engineer	\$150 /hour
Senior Engineer	\$140 /hour
Staff Engineer	\$125 /hour
Graduate Engineer	\$110 /hour
Senior Design Tech	\$100 /hour
Design Technician	\$85 /hour
Administrative Staff	\$70 /hour

# L&S Engineering (Mechanical& Electrical)

Principal	\$175 /hour
Associate	\$140 /hour
Project Manager	\$130 /hour
Designer	\$110 /hour
CAD Tech	\$95 /hour

# **Thomas Consulting (Estimator)**

Principal \$155 /hour

# **Casey Architectural Consulting Services**

Principal \$160 /hour

#### Reimbursables

Reimbursable Expenses will be billed at actual expense incurred plus 10%

Rates subject to change January 1, 2026