

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**CITY OPERATIONS AND MAINTENANCE FACILITY DESIGN**

THIS AGREEMENT is made and entered into in duplicate this 7th day of June, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY” or “OWNER” and TCF ARCHITECTURE, PLLC, a Washington limited liability company, hereinafter referred to as the “SERVICE PROVIDER” or “ARCHITECT”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Attachment “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than May 15, 2023, and shall be completed no later than December 31, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Two Million Four Hundred Fifty Thousand and 00/100 dollars (\$2,450,000.00)** as reflected in Attachment "B" Fee Schedule.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the  
SERVICE PROVIDER AGREEMENT – City Operations and Maintenance Facility Design - Page 2 of 10

discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

#### 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

#### 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington

State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, 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 the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy

aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Attachment "C".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or



proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

\*\*\* Signatures on Following Page \*\*\*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

DocuSigned by:

Debbie Sullivan  
945DD615DF7D4C0...

Debbie Sullivan  
Mayor

SERVICE PROVIDER:

TCF ARCHITECTURE, PLLC  
902 N 2<sup>nd</sup> Street  
Tacoma, WA 98403-1931  
UBI No. 601-592-500  
Phone No. 253-572-3993

Signature (Notarized – see below)

Printed Name: Mark Hurley  
Title: Principal

ATTEST:

DocuSigned by:

Melody Valiant  
C727D66D75544EB...

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick  
501BA3DE4C345C...

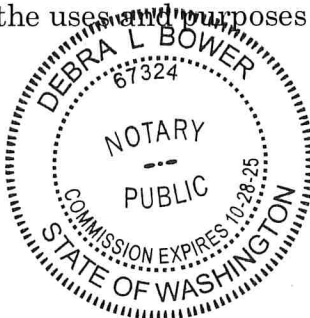
Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only

STATE OF WASHINGTON

COUNTY OF Pierce

I certify that I know or have satisfactory evidence that Mark Hurley (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Principal (title) of TCF Architecture (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

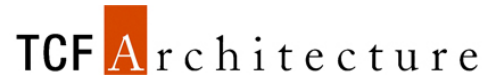


Dated: June 7, 2023

Debra L. Bower

Notary Public in and for the State of Washington,

My appointment expires: 10/28/25



## **SCOPE OF SERVICES – BASIC & ADDITIONAL SERVICES**

### **DESIGN THROUGH CONSTRUCTION ADMINISTRATION**

#### **CITY OF TUMWATER**

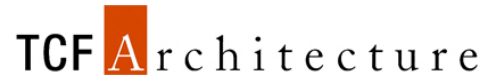
#### **NEW OPERATIONS AND MAINTENANCE FACILITY**

##### **GENERAL**

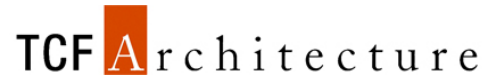
##### **1. Scope Definitions:**

The following definitions are provided for clarity and are not intended to replace any terms that may already be defined or implied in the Service Provider Agreement.

- **Service Provider:** as defined in the Service Provider Agreement.
- **Construction Contract Documents:** The executed agreement between the CITY and the CONTRACTOR, General Conditions and Supplemental Conditions, Addenda and all Drawings and Specifications.
- **Sub consultants:** Professional service firms under contract with the SERVICE PROVIDER.
- **The Project:** The development of the project site and construction of 7 buildings for the City of Tumwater New Operations and Maintenance facility along with the development of the parking lot to the east of Trails End Road, see the concept plan for extent, exhibit A. The project will use all electric utilities, gas will not be used. The project will be designed to the 2021 Washington State Energy Code and the 2021 International Building Codes as adopted by Washington State and the City of Tumwater.
- **Office of Financial Management (OFM) Guidelines:** Office of Financial Management (OFM) Guidelines for determining Architect/Engineering Fees for Public Works Building Projects (2015) is being used as the basis for A/E fees and scope using the MACC to determine Basic Services and additional services (extra and other services). See exhibit C.
- **Basic Services:** Per the OFM Guidelines, professional services related to the normal architectural, civil/site design, structural, mechanical (HVAC), plumbing and electrical engineering services.
- **Additional Services (extra and other) (AS):** Per the OFM Guidelines, Extra/Other services are described as specialty services or studies, not including normal services. All other specialty and professional services provided under this agreement not associated with normal Basic Services include, but not limited to, civil engineering, landscape architecture, additional cost estimating, equipment specifications and design, geotechnical services, and any other service requested by The CITY not otherwise included in Basic Services. All services described in the Scope of Services are Basic Services unless listed as additional service in Exhibits A and B and Attachment B.

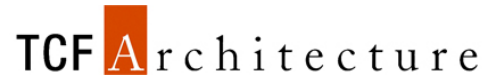


- **CITY-Provided Services:** All professional services not specifically defined within the SERVICE PROVIDERS Scope of Services (or exhibit B), or outside of the project limits, which will be provided under separate contract to the CITY, or performed by the CITY's own personnel or another consultant hired by the CITY and is not included in basic or additional services. This includes all off site work including utility coordination, Landscape bidding and construction services, and CITY Project Manager (see definition below).
  - **Principal-In-Charge (PIC):** Mark Hurley, TCF Principal. Oversight and project continuum advisor.
  - **Architectural Staff:** Architectural staff including project architect and designers, will be added to the project as the design phase begins.
  - **Construction Administrator:** The SERVICE PROVIDER will provide a Construction Administrator, for the duration of the construction of the Work. In general, the Construction Administrator will be responsible for periodic site visits to observe and monitor the general progress of the Work, and to coordinate with the CITY's Project Manager in the delivery of Construction Phase services.
  - **CITY Project Manager:** The CITY will assign a Project Manager for the duration of the Work. The Project Manager will act on behalf of the CITY to administer and coordinate the Project and provide day to day communication with the SERVICE PROVIDER.
  - **Authority Having Jurisdiction (AHJ):** CITY is the AHJ for the project.
  - **Offsite work:** Any work beyond the property lines of the site will be coordinated by the CITY. The SERVICE PROVIDER will provide information to CITY for the requirements of offsite work.
  - **Predesign documents:** The predesign documents establish program, building square footage, the site master plan, specialty equipment diagrams and equipment lists and general design of the buildings and sites among other items. Deviations from the established documents may be cause for additional services.
  - **Other Definitions:** See the Service Provider Agreement.
2. **Summary of Subconsultants:** Subconsultants contracted through the SERVICE PROVIDER shall provide specific services within each phase as described in each attached Exhibit and as authorized in the approved summary Fee Schedule, Attachment B. See Exhibit B for detailed Services:
- Structural Engineering – AHBL Engineers, Inc. (Exhibit B.1)
  - MEP Engineering – BCE Engineers, Inc. (Exhibit B.2)
  - Equipment Planning – FPS (Exhibit B.3)
  - Civil Engineering – SCJ Alliance (Exhibit B.4)
  - Landscape Architecture – Lyon Landscape (Exhibit B.5)
  - Acoustical Consulting – Tenor (Exhibit B.6)
  - Geotechnical – Terracon (Exhibit B.7)
  - **Other Consultants:** Other consultants that are determined to be needed during the course of the project may be added by amendment as mutually negotiated between



the CITY and the SERVICE PROVIDER, unless they are considered basic services per the OFM Guidelines

3. **Professional Services Contracted or Provided Separately by the CITY:** the SERVICE PROVIDER shall communicate with and coordinate with other consulting firms contracted separately with the CITY, and directly with the CITY's own personnel engaged in project design, or other activities, as appropriate and necessary in the execution of the SERVICE PROVIDER's services but shall not be responsible for the performance of others not directly contracted with the SERVICE PROVIDER. This does not include offsite work beyond the site's property line.
4. **Reimbursable Expenses:** The SERVICE PROVIDER shall invoice for approved reimbursable expenses in addition to labor costs.
  - Printing & Mailing: Minimal printing costs are assumed for the Project, as the majority of submittal documents (drawings and small documents) will be transferred to the CITY in .pdf form via e-mail or file transfer web site. Costs for printing and mailing by the SERVICE PROVIDER will be invoiced to the CITY at cost plus 10%.
  - Travel: For any travel beyond basic services, mileage will be charged per the OFM Guidelines at federal rates.
5. **Cost of the Work:** The Cost of the Work shall be the total cost of construction as accepted in open competitive bidding by the CITY. The SERVICE PROVIDER shall provide detailed cost estimates for the Cost of the Work as described herein, designing the Project in good faith within the CITY's established "MACC" Budget, described below.
  - (MACC Budget): The Initial Maximum Allowable Construction Cost ("MACC") budget exclusive of "soft costs" (sales tax, professional services, permit fees, management reserve contingencies, special equipment, furnishings, etc.) is estimated at approximately \$26,755,133 per the City provided cost estimate.
  - Cost Estimates: The SERVICE PROVIDER shall provide parametric estimates per the OFM guidelines.
  - Bid Alternates: Building G will be listed as a bid alternate. There are not expected to be any additional alternate bids as part of this project. If, at the completion of the Schematic Design Phase, the CITY requests the SERVICE PROVIDER to include additional Bid Alternates in the final Bid Documents, the SERVICE PROVIDER shall review such requests to determine if the level of complexity will require additional services for documentation and shall inform the CITY if additional compensation for such documentation may be warranted.
  - A/E Fee Methodology: The CITY determined the MACC for this project based upon an independent cost analysis provided by the CITY. This MACC value is the basis for determining the cost of the basic architect/engineer fees. The CITY has evaluated the project and has determined that a design service fee for Basic Services shall be set at 6.07% for this project as a whole. The CITY determined this fee percentage based upon an analysis of the overall MACC for the project. The final overall fee percentage was developed per a weighted average analysis of each building and other work utilizing fees from the A/E Fee Schedule. See the follow breakdown of Basic Services fees.



	Sch	Fee			
Site Work	C	5.77%	22.32%	\$	344,385
Building A	B	6.92%	19.86%	\$	367,533
Building B	C	5.77%	17.76%	\$	274,093
Building C	C	5.77%	15.38%	\$	237,379
Building D	C	5.77%	10.59%	\$	163,408
Building E	A	8.06%	3.04%	\$	65,507
Building F	C	5.77%	7.84%	\$	121,013
Building G	C	5.77%	3.21%	\$	49,516

Basic Services Fee **6.07% \$ 1,622,834**

- Hourly Rates: Maximum hourly rates for hourly services;
  - Principal rate: \$240/hr
  - Staff rate: \$180/hr

#### **SITE INVESTIGATIONS (additional Service)**

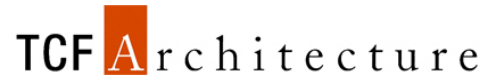
1. **Geotechnical Report**: The SERVICE PROVIDER shall provide geotechnical engineering services setting forth design recommendations for activities associated with earthwork, below-slab preparation, and structural foundation systems. Additional investigations may be required depending on the outcome of the initial investigations as an additional service. See SERVICE PROVIDER exhibit for detailed scope for this additional service.

#### **PROJECT MANAGEMENT AND ADMINISTRATION**

1. Throughout each of the phases covered under these Services, the SERVICE PROVIDER shall manage and coordinate the Design Team, collaborate with the CITY, facilitate meetings, conference calls, and conduct other activities as listed in the OFM Guidelines for basic services.

#### **Activities & Deliverables:**

- Schedule: Design schedule management, overall team coordination, data management, and other administrative tasks as needed to complete the Services and as noted in the OFM guidelines.
- Meetings/presentations: Attend and facilitate meetings throughout the project phases as appropriate and necessary to ensure the timely progress of the Services.



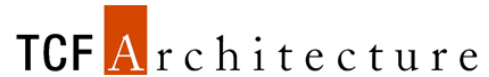
## SCHEMATIC DESIGN (SD)

1. **SD Phase General Scope of Services:** Including those items listed in the OFM Guidelines for basic services, the Schematic Design Documents will include further develop and confirm the conceptual site and building design (See Exhibit A), identify major materials, basic structural systems, HVAC, plumbing and electrical systems, low voltage systems, civil systems, and specialty equipment. Deliverables will be in the form of preliminary drawings for each design discipline, including reference notes to identify systems, materials, conditions, and overall scope of the project, etc. for basic and additional services. Design includes:
  - Site: Redevelopment of the site consistent with the conceptual site design shown in Exhibit A. Site design shall include parking, asphalt and concrete surfacing, fencing & gates, signage, storm drainage facilities and lighting.
  - New Building and Canopies: New enclosed and heated structure along with storage canopies, conforming to the master plan.
  - Meetings: Expect meetings to confirm site and building plan layouts, general architectural and engineered system designs.
2. **Permitting Agency Coordination:** The SERVICE PROVIDER shall coordinate with the Authority Having Jurisdiction (AHJ). Per previous discussions with the AHJ, the project is an allowed use, so no CUP or other special permitting is required as part of this submittal. Any special permitting will be an additional service.
2. **Cost Estimating:** A Schematic level parametric cost estimate shall be prepared reflecting the scope of the Project indicated in the SD Documents. THE SERVICE PROVIDER shall advise the CITY of possible adjustments to the MACC budget, and provide recommendations as appropriate to meet the CITY's budget goals. A project "Base Bid" scope and budget will be finalized, along with any possible Alternate Bid items.
3. **Consultants:** See sub-consultants' scope of work including basic and additional services.
4. **Presentations:** Appropriate presentations of schematic basic services documentation
5. **Renderings (additional service):** 3D renderings illustrating exterior mass and basic materiality to aid in the selection of colors and understanding of building form.

**Deliverables:** Including those items listed in the OFM Guidelines for basic services, the Schematic Design Documents will include,

- Schematic Design level, two-dimensional architectural drawings for the site and each structure, generally including floor plans, building sections, elevations, and other two-dimensional images as appropriate to convey the design intent.
- Schematic Design level drawings for engineering items including structural, HVAC, plumbing, fire protection, electrical, equipment, communications, security, audio-visual, civil, landscape and equipment systems as described in the OFM Guidelines.
- 50% SD Document Progress Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.





- 100% SD Documents Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.
- Three-dimensional exterior architectural massing graphics and illustrations to convey design intent in 4 – 6 images (Additional Service)
- SD level parametric MACC Cost Estimate, excluding soft costs and other City required expenses. Comments from the CITY are requested within one week in order to stay on schedule.

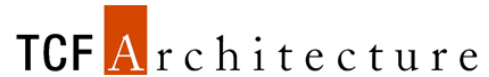
## DESIGN DEVELOPMENT (DD)

1. **DD Phase:** Based on the CITY'S written approval of the Schematic Design Documents updated Cost Estimate and Including those items listed in the OFM Guidelines for basic services, The SERVICE PROVIDER shall move into the design development phase. The DD Documents shall illustrate, and describe the development of the approved Schematic Design Documents, further identifying specific materials, products, size and appearance of the project by means of plans, sections, elevations, and details in 2D. The Design Development Documents shall include basic manufacturer's products or systems literature describing the expected performance, quality, and character of materials, systems and products creating an outline spec. Physical materials samples and color studies shall be provided for the selection of both interior and exterior materials. Other services and deliverables are further described in the various Scopes of Services proposals provided by each sub-consulting team member.
2. **Permitting Agency Coordination:** In preparation for Plan Review submittals and final permitting, the SERVICE PROVIDER may further coordinate with the AHJ if allowed and provide updated research of applicable codes and site development regulation & requirements for the project.
3. **Cost Estimating:** A DD level parametric cost estimate shall be prepared reflecting the scope of the Project indicated in the DD Documents. The SERVICE PROVIDER shall advise the CITY of possible adjustments to the MACC budget and provide recommendations as appropriate to meet the CITY's budget goals.
4. **Renderings (additional service):** 3D renderings illustrating key interior spaces showing mass and basic materiality to aid in the selection of colors and understanding of interior spaces.
5. **Consultants:** See sub-consultants' scope of work including basic and additional services.
6. **Presentations:** Appropriate presentations of design Development basic services documentation.

**Deliverables:** Including those items listed in the OFM Guidelines for basic services, the Design Development Design Documents will include;

- Design Development level, two-dimensional architectural drawings for each structure, generally including floor plans, wall and building sections, elevations, and other two-dimensional images as appropriate to convey the design intent.
- Design Development level drawings for engineering items including structural, HVAC, plumbing, fire protection, electrical, equipment, communications, security, audio-visual, civil, landscape and specialty equipment as described in the OFM Guidelines.

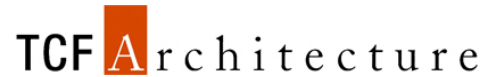




- Color and Material Board showing main materials for review and approval. Comments from the CITY are requested within one week in order to stay on schedule.
- Three-dimensional Interior architectural design graphics showing design, materials, and colors (2-4 images) (Additional Services)
- Outline specification using product Cutsheets to establish design intent for review and approval. Comments from the CITY are requested within one week in order to stay on schedule.
- DD level parametric MACC Cost Estimate, excluding soft costs and other City required expenses. Comments from the CITY are requested within one week in order to stay on schedule.
- 50% DD Coordination Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.
- 100% DD Documents Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.

## CONSTRUCTION DOCUMENTS (CD)

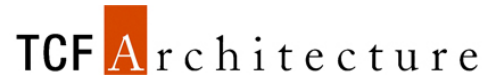
1. **CD Phase:** Based upon the CITY's written approval of the Design Development documents' updated cost estimate, and confirmed Base Bid Scope and any Alternate Bid items and Including those items listed in the OFM Guidelines for basic services, the SERVICE PROVIDER shall move into the Construction Document phase. The Construction Documents will include preparation of drawings and specifications, setting forth in detail the requirements for the Project bidding, permitting, and construction.
2. **Permit Coordination:** Including those items listed in the OFM Guidelines for basic services, the SERVICE PROVIDER shall coordinate the plan review and permit process including the submittal of required documents to the AHJ, and will be the primary point of contact for permitting agencies. The CITY, as the Owner, shall be responsible for signing all applicable permit documents as required by the AHJ, unless the SERVICE PROVIDER can sign on behalf of the CITY.
  - Permit Fees: The CITY shall be responsible for direct payment of all permit and plan review fees to all governing/permitting agencies.
  - Submittal Documents: The SERVICE PROVIDER shall provide completed permit application(s), site and building design drawings, specifications, structural calculations, energy code compliance calculations, storm water management report and geotechnical reports as indicated in the scope of Services. Per previous conversations with the AHJ there are no special permits needed for the project.
  - Comment Response: The SERVICE PROVIDER shall provide written responses to agency plan review comments, and revise documents as needed for permit acquisition. The CITY shall provide other documents if required by the AHJ.
3. **Cost Estimating:** An updated CD level parametric estimate for the Cost of the Work shall be prepared, reflecting the scope of the Project indicated in the CD Documents and organized by Base Bid and Alternate Bid items. The SERVICE PROVIDER shall advise the CITY of any final adjustments to the MACC, and provide recommendations as appropriate to meet the CITY's Project goals and budget.



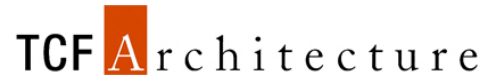
4. **Project Manual / Specifications:** The SERVICE PROVIDER shall collaborate with the CITY to develop the Project Manual, incorporating the CITY's required "Front End" documents for the bidding process, General and Supplementary Conditions, prevailing wage rates, and other contractual documents required by the CITY to be contained in the Project Manual. A multi-volume Project Manual will be prepared containing project bidding requirements and organized in the 33 division Master Spec format. The Project Manual will include the following basic components:
  - Division 0 – General Bidding Requirements and General Conditions: The CITY shall provide the SERVICE PROVIDER its standard bidding requirements including, but not limited to, Instructions to Bidders, Bidder's Checklist, Form of Proposal, legal forms and documents, and General and Special or Supplemental Conditions. The SERVICE PROVIDER and the CITY will mutually work to confirm that the General Conditions are compatible with the Project conditions, editing the documents as needed and providing any Supplemental Conditions.
  - Division 01 – General Requirements: The SERVICE PROVIDER shall prepare the Division 01 General Requirements sections, edited for the specific conditions of the Project and for consistency with the CITY's General Conditions, subject to the CITY's approval.
  - Divisions 2-33 – Technical Specifications: The SERVICE PROVIDER shall prepare technical specifications using the standard CSI format to specify materials, products and systems for the Project.
5. **Bid Document Distribution:** The SERVICE PROVIDER shall provide all Bidding Documents to an electronic plan center for uploading to an on-line document distribution service such as ARC plan center or Builders Exchange etc. The CITY will be responsible for direct payment to the plan center.
6. **Consultants:** See sub-consultants' scope of work including basic and additional services.

**Deliverables:** Including those items listed in the OFM Guidelines for basic services, the Construction Documents will include,

- Construction Document level, two-dimensional architectural drawings for each structure, generally including floor plans, wall and building sections, elevations, details, and other two-dimensional images as appropriate to convey the design intent.
- Construction Document level drawings for all buildings for structural, HVAC, plumbing, fire protection, electrical, equipment, communications, security, audio-visual, civil, landscape and equipment systems
- Fully compiled Project Manual / technical specifications book. Comments from the CITY are requested within one week in order to stay on schedule.
- CD level parametric MACC Cost Estimate, excluding soft costs and other City required expenses. Comments from the CITY are requested within one week in order to stay on schedule.
- 80% CD Coordination, Cost Estimating, and Building Permit Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.
- 100% CD/Bid Documents Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.

**TASK 5 - BIDDING PHASE**

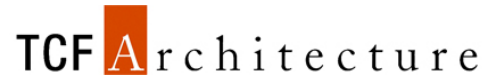
1. **Bid Phase Services:** Including those items listed in the OFM Guidelines for basic services, the SERVICE PROVIDER shall attend one pre-bid conference, prepare and issue addenda as necessary and answer bidders' questions during the bidding process.
2. **Call to Bid / Bid Advertisement:** The CITY shall be responsible for all bid advertising to local newspapers and the Daily Journal of Commerce. the SERVICE PROVIDER shall provide the CITY with basic project information as required for advertisements.
3. **Analysis of Substitutions:** The SERVICE PROVIDER shall provide services consisting of consideration, analysis, comparisons, and recommendations relative to product and material substitutions proposed by bidders for the Project prior to receipt of bids. Approved substitutions will be identified in addenda.
4. **Bid Materials Distribution:** Bid documents will be available electronically through services such as the Builders Exchange system and the CITY's website.
5. **Pre Bid Meeting:** Per OFM guidelines, the SERVICE PROVIDER shall conduct and provide meeting minutes for the pre bid conference.
6. **Communication during Bidding:** Bidder questions shall be e-mailed to the SERVICE PROVIDER.
7. **Bid Opening:** The CITY shall conduct the bid opening process and maintain the official summary of bids.
8. **Bid Evaluation:** The SERVICE PROVIDER shall provide services consisting of evaluation of bids, and assistance in reference checking of the apparent low bidder.
9. **Conformed Drawings (additional service):** If requested by the CITY, the SERVICE PROVIDER shall provide conformed drawing set incorporating addenda into the overall drawing set, issuing the set to the SERVICE PROVIDER, the CITY and the GENERAL CONTRACTOR.
10. **Contract Agreements:** Assist CITY in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the CITY, of notice(s) to proceed with the work.
11. **Consultants:** See consultant proposals from each consultant scope of work including basic and additional services.



## TASK 6 - CONSTRUCTION ADMINISTRATION

**A. GENERAL:** Including those items listed in the OFM Guidelines for basic services, the Construction administration will provide the following services.

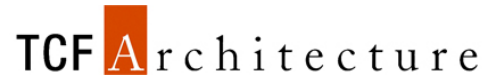
1. **Terms & Definitions:** Including those items listed in the OFM Guidelines for basic services, the Construction administration will provide the following services. Terms and definitions for this contract agreement and shall be consistent with the terms and definitions set forth in the Contract Documents, including the General Conditions, and the Division 01 Specifications. In the event of a discrepancy, the Contract Document terms and definitions shall take precedence.
  - a. **Construction Administrator:** The SERVICE PROVIDER shall provide a Construction Administrator who shall act as the SERVICE PROVIDER's representative for the duration of construction of the Work. In general, the Construction Administrator will be responsible for up to weekly site visits (and other visits as needed or requested as an additional service) to observe and monitor the progress of the Work; scheduling and conducting regular (typically weekly) progress meetings and other meetings as required with the CITY and SERVICE PROVIDER; preparing meeting agendas and minutes; reviewing and responding to properly prepared Requests for Information (RFIs) from the SERVICE PROVIDER; reviewing and making appropriate revisions to applications for payment from the SERVICE PROVIDER; preparing and facilitating Proposal Requests (PR's) and Architect's Supplemental Instructions (ASI's); reviewing and preparing Change Order Proposals (COPs) and Change Orders (CO's) consistent with the CITY policies and procedures; facilitating the process of changes to the Work onsite; reviewing, commenting, and processing Submittals from the Contractor; and other responsibilities as required to fulfill the scope of services described herein. (Note: SERVICE PROVIDER will provide, at its discretion, other qualified personnel (sub-consultants) in assistance roles supporting the Construction Administrator, for the duration of the construction Work). The Construction Administrator will be provided with work space in the CITY's portable site office (provided by the Contractor under the terms of the Contract). The Construction Administrator will be the point of contact for the Contractor and CITY. All "paperwork" will go through the Construction Administrator and be dispersed by THE SERVICE PROVIDER. The Construction Administrator will keep the official construction logs for submittals, RFIs, COPs, Change Orders, etc. The use of an online construction tracking system administered either by SERVICE PROVIDER or Contractor will be used.
  - b. **Project Manager:** The CITY will provide a Project Manager, employed or contracted by the CITY, for the duration of the Work. The Project Manager will act on behalf of the CITY, in cooperation with the Construction Administrator, to provide direction to the Contractor at such times that specific on-site direction is required, using documentation and input provided by the Construction Administrator. The Project Manager will coordinate regularly with the Construction Administrator, as necessary for consistent communication, with regard to timely decisions and the fulfillment of the CITY's obligations in its agreement with the Contractor. The Project Manager shall represent the CITY in all matters pertaining to this Agreement between the SERVICE PROVIDER and the CITY, the Contract between the Contractor and the CITY, and provide authorization for changes to the aforementioned Agreement and Contract.



- c. **Contractor:** The term "Contractor", used herein, refers to the General Contractor with whom the CITY has entered into a Contract Agreement for the construction of the Work.
2. SERVICE PROVIDER will coordinate the work of its subconsultants, each of whom will provide qualified personnel for field observations and monitoring specific to their portion of the Work, and shall be bound to the same terms and conditions as SERVICE PROVIDER.
3. SERVICE PROVIDER shall advise and consult with the CITY during the Construction Phase Services, and shall have the responsibility and authority to act on behalf of the CITY only to the extent provided in this Agreement. SERVICE PROVIDER shall not have authority to direct the Contractor.
4. SERVICE PROVIDER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall SERVICE PROVIDER be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. SERVICE PROVIDER shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, Subcontractors of any tier, or their agents or employees, or of any other persons or entities performing portions of the construction Work.

#### **B. EVALUATIONS OF THE WORK**

1. SERVICE PROVIDER, and SERVICE PROVIDER's subconsultants, as representatives of the CITY, shall provide basic services consisting of monitoring the progress of the contractors work relative to the contractors established schedules and making status reports to the City, this includes: (1) visit the site at intervals appropriate to the stage of the Contractor's operations, and as otherwise agreed by the CITY and SERVICE PROVIDER herein, to become generally familiar with, and to keep the CITY informed about, the progress and quality of the portion of the Work completed; (2) guard the CITY against defects and deficiencies observed in the Work; and (3) determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Document. SERVICE PROVIDER is not responsible for the Contractor's scheduling, and shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. SERVICE PROVIDER's Construction Administrator will typically be on site up to 1 day per week, based on the nature of the work and specific project demands. Similarly, SERVICE PROVIDER will schedule and coordinate with its subconsultants to be on site based on the nature of the work and specific demands requiring site visits associated with each subconsultant's portion of the Work. Excessive site visits and evaluation of the work because of contractor issues may require additional services.
2. SERVICE PROVIDER shall facilitate a Pre-Construction meeting and regular progress meetings (as mutually determined with the CITY, typically weekly) to be attended by the Contractor's representatives and representatives of the CITY in accordance with the Contract Documents. SERVICE PROVIDER will schedule and provide notification of the meetings. In addition, SERVICE PROVIDER shall conduct (lead) the meetings, and prepare the meeting agendas and minutes. SERVICE PROVIDER will also facilitate other meetings as required by the CITY and the Contractor and within the agreed-upon fee structure).
3. SERVICE PROVIDER shall at all times have access to the Work wherever it is in preparation or progress, and shall be provided office space within the CITY's field office.

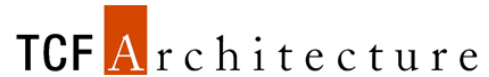


4. SERVICE PROVIDER shall make recommendations to the CITY to reject Work that does not conform to the Contract Documents. Whenever SERVICE PROVIDER considers it necessary or advisable, SERVICE PROVIDER shall make recommendations to the CITY to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.
5. SERVICE PROVIDER shall provide the CITY with recommended actions as provided herein. The CITY shall be responsible for directly issuing correspondence related to Contract compliance to the Contractor and for directing the Contractor as may be required from time to time in the construction of the Work, including potential cessation of the Work or portions of the Work. The CITY may hire specialty inspection and testing firms to conduct specialty inspections and testing, which fall outside the expertise or capabilities of SERVICE PROVIDER and its subconsultants or the CITY.
6. Interpretations and recommendations of SERVICE PROVIDER shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial recommendations, SERVICE PROVIDER shall endeavor to secure faithful performance by both the CITY and the Contractor, and shall not be liable for the results of interpretations or recommendations so rendered in good faith. On matters of aesthetics, the CITY will endeavor to implement the recommendations provided by SERVICE PROVIDER.

**C. SUBMITTALS**

1. SERVICE PROVIDER shall review, make comments, approve/reject, and/or note other appropriate actions upon the Contractor's submittals such as Shop Drawings and Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the Design Intent expressed in the Contract Documents. SERVICE PROVIDER's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, while allowing sufficient time in SERVICE PROVIDER's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
2. SERVICE PROVIDER shall review the schedule of submittals furnished by the Contractor and maintain a record of the submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. In addition to the Contractor's required submittals log, SERVICE PROVIDER shall forward a copy of its own record of submittals to the CITY along with SERVICE PROVIDER's action on the submittals as requested. With the use of electronic cloud based tracking system these logs will be available at any time
3. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, SERVICE PROVIDER shall specify appropriate performance and design criteria that such services must satisfy.





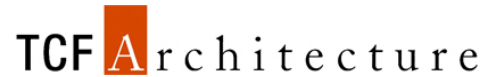
4. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval and the appropriate Washington registration seal/stamp as required by the Contract Specifications when submitted to SERVICE PROVIDER. SERVICE PROVIDER shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certification or approvals performed by such design professionals.

**D. CLARIFICATIONS**

1. SERVICE PROVIDER shall review and respond to properly prepared Requests for Information (RFI's) from the Contractor about the Contract Documents submitted on the approved Request for Information (RFI) form. In the event that the response to an RFI is determined to be grounds for a Change to the Contract Plans/Specifications, Contract Sum, Contract Time, or any combination thereof, SERVICE PROVIDER shall coordinate and consult with the CITY. Changes to the Work may be executed as defined in the project Contract Documents. An Architect's Supplemental Instruction ASI may be issued with SERVICE PROVIDER's RFI response as indicated below. SERVICE PROVIDER shall maintain a record of and copies of the Contractor's RFI's and all written directives and memoranda, and shall forward copies to the CITY on a weekly basis (typically during the regular progress meetings). The RFI's shall be numbered sequentially and SERVICE PROVIDER shall maintain a log of all RFI's indicating receipt, distribution, action and resolution for each RFI.
2. SERVICE PROVIDER shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to Requests for Information by the Contractor. An Architect's Supplemental Information (ASI) form will be prepared for each successive ASI item, indicating supplemental information for the Contractor's use not generally involving a Change to the Contract Time or Contract Sum. SERVICE PROVIDER shall maintain a log of ASI's. SERVICE PROVIDER shall forward copies of these items on a weekly basis (typically during the regular progress meetings).

**E. CHANGES IN THE WORK**

1. When required, SERVICE PROVIDER shall prepare Change Order Proposal (COP) responses, Change Orders, and Construction Change Directives for the CITY's approval and execution in accordance with the Contract Documents. With the express written consent of the CITY, SERVICE PROVIDER may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. Except in these specific instances, SERVICE PROVIDER shall not have authority to direct the Contractor. If necessary, and subject to the CITY approval, SERVICE PROVIDER shall prepare, reproduce and distribute Drawings and Specifications and other necessary supporting documentation and data to describe Work to be added, deleted or modified.
2. SERVICE PROVIDER shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Plans/Specifications, Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit SERVICE PROVIDER to make a reasonable recommendation to the CITY without extensive investigation or preparation of additional



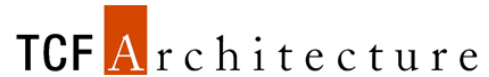
drawings or specifications. If SERVICE PROVIDER determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, SERVICE PROVIDER may issue an order for a minor change in the Work, with the express written consent of the CITY, or recommend to the CITY that the requested change be denied.

3. If SERVICE PROVIDER determines that implementation of the requested change(s) would result in a material change to the Contract that may cause an adjustment in the Contract Plans/Specifications, Contract Time or Contract Sum, SERVICE PROVIDER shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization by the CITY, and based upon information furnished by the Contractor, if any, SERVICE PROVIDER shall review the Contractor's estimate and inform the CITY of additional cost and time that might result from such change, including potential additional costs attributable to a Change in Services of SERVICE PROVIDER. With the CITY's approval, SERVICE PROVIDER shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY's execution or negotiation with the Contractor.
4. SERVICE PROVIDER shall maintain records relative to changes in the Work. SERVICE PROVIDER shall submit weekly logs to the CITY categorizing all Proposal Requests, RFIs, Construction Change Directives, Change Orders, and Submittals processed. Logs shall include the status of documents and any cross-references and dollar amounts associated with the particular document.

**F. CERTIFICATION OF PAYMENTS TO CONTRACTOR**

1. SERVICE PROVIDER shall review and certify the amounts due the Contractor and shall make recommendations to the CITY to issue Certificates for Payment in such amounts. SERVICE PROVIDER's certification for payment shall constitute a representation to the CITY, based on SERVICE PROVIDER's evaluation of the Work as provided under this Agreement, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of SERVICE PROVIDER's knowledge, information and belief, the quantity and quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by SERVICE PROVIDER.
2. The issuance of a Certificate for Payment shall not be a representation that SERVICE PROVIDER has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors of any tier and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
3. SERVICE PROVIDER shall maintain a record of the Contractor's Applications for Payment.

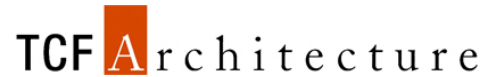




4. The CITY shall be responsible for maintaining and filing all Payment forms and documentation. Copies of Payment Applications will be forwarded to SERVICE PROVIDER.

**G. PROJECT COMPLETION / CLOSEOUT**

1. SERVICE PROVIDER shall conduct inspections to determine the date or dates of Substantial Completion (specific to individual structures, and for full Substantial Completion of all Portions of the Work) and the date of Final Completion, shall advise the CITY of those recommended dates, and shall receive from the Contractor and forward to the CITY, for the CITY's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
2. SERVICE PROVIDER's review of the Work shall be conducted with the CITY's Project Manager to determine conformance of the Work with the requirements of the Contract Documents and to verify completion of items noted in the list of Work to be completed or corrected as submitted by the Contractor.
3. When the work is found to be substantially complete, SERVICE PROVIDER shall confirm with the CITY the balance of the Contract Schedule of Prices remaining to be paid to the Contractor, including any amounts needed to be paid for final completion or correction of the Work.
4. If it becomes necessary for SERVICE PROVIDER to make additional punch list back-checks, as a result of the Contractor's non-performance or inability to complete the Work, SERVICE PROVIDER shall notify the CITY. If additional services by SERVICE PROVIDER are required and authorized by the CITY, SERVICE PROVIDER may be due a Change in Service, if such services are not included in the scope of services authorized by this Supplemental Agreement. The CITY may elect to back charge the Contractor for this expense as provided for in the General Conditions of the Contract Documents.
5. Once the Project is deemed to be Substantially Complete in the opinion of SERVICE PROVIDER, SERVICE PROVIDER shall notify the CITY, in writing, that final Substantial Completion has been achieved for all Portions of the Work. SERVICE PROVIDER will prepare a Certificate of Substantial Completion for signature by the Contractor and the CITY. SERVICE PROVIDER and its Subconsultants shall review and check for conformance with the Contract Documents all the Operations and Maintenance Manuals required by the Contract Documents. SERVICE PROVIDER shall generally review records, written warranties and related documents required in the Contract Documents, to be provided by the Contractor, including the Contractor's own written list of incomplete items.
6. SERVICE PROVIDER shall receive final Closeout documentation from the Contractor as required in the OFM guidelines and Contract Documents including, but not limited to: (1) final payment request with final releases and supporting documentation, warranties, bonds, and certificates of insurance of products; (2) updated final statement, accounting for additional (final) changes to the Contract Sum; (3) certified copy of Architect's final punch list of itemized work to be completed; (4) consent of surety or sureties, if any, to reduction in, or partial release of, retainage



or the making of final payment as set forth in the Performance Bonds; (5) final liquidated damages settlement statement (if any); (6) evidence of continuing insurance coverage complying with the insurance requirements of the Contract Documents; (7) Certificate of Occupancy from permitting jurisdiction; (8) Record Documents; and (9) Other Closeout Submittals required by the CITY and other agencies having jurisdiction.

7. SERVICE PROVIDER shall assist the CITY in the process of achieving Final Contract Acceptance including subsequent site visits to check on acceptable completion and remaining minor Punch List items, within available hourly fee budgets or as negotiated if fee budgets have been depleted. SERVICE PROVIDER shall make recommendation regarding Final Payment to the Contractor based upon a final review of the Work, indicating that the Work complies with the requirements of the Contract Documents.

#### **H. AS-BUILT AND RECORD DRAWING DOCUMENTS**

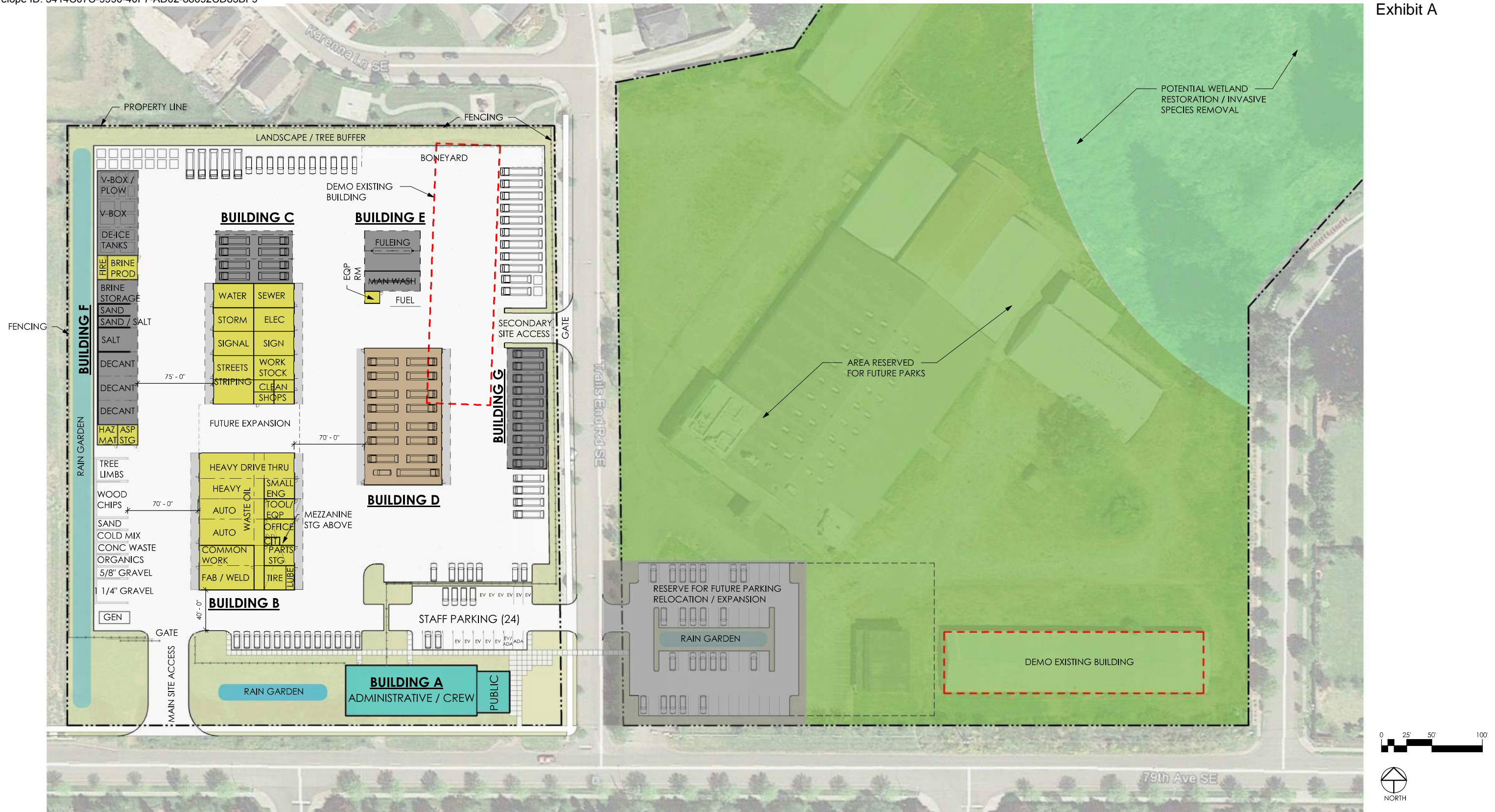
1. SERVICE PROVIDER shall review As-Built documents provided by the Contractor for general compliance and clarity. If, in the opinion of SERVICE PROVIDER, the Contractor-provided As-Built documents are determined to be unacceptable, SERVICE PROVIDER will return the documents to the Contractor for revision and re-submittal.
2. Once the As-Built documents have been completed in a manner acceptable to the SERVICE PROVIDER the documents will be provided to the CITY.
3. **Record Drawings (additional service):** At the request of the CITY, the SERVICE PROVIDER shall update the electronic Contract Document files (drawings and specifications) including the changes as noted by the Contractors As-built documents. The SERVICE PROVIDER will provide the CITY with a download link containing all electronic files of drawings, .pdf files of all drawings, and .pdf files of project specifications.
4. Other Select SERVICE PROVIDER files, as requested by the CITY, will be provided by a downloadable link for the CITY use.

#### **PRELIMINARY SCHEDULE**

1. Below is an approximate schedule that is anticipated for design and construction. This schedule will be updated at each phase and throughout the project as necessary.
 

○ <b>Project NTP</b>	<b>TBD</b>
○ Schematic Design:	3 months
○ Design Development:	4 months
○ Construction Documents:	4 months
○ Bid:	1 month
○ Construction:	12-14 Months





# CITY OF TUMWATER MAINTENANCE AND OPERATIONS FACILITY

site plan | 05.18.22

## **Structural Engineering Scope of Work**

### **Structural Engineering Design – Task 21**

1. Coordinate with TCF Architecture, as well as civil and MEP consultants.
2. Prepare structural calculations.
3. Prepare engineered construction drawings.
4. Review cost estimates prepared RC Cost Group.
5. Structural site design will include the design of any site retaining walls 4 feet or less in height, storage bunker walls, and equipment foundations associated with the project.
6. Review specifications prepared by TCF Architecture.

### **Bidding / Permitting – Task 22**

7. Assist TCF Architecture filing documents related to the structural systems, as required for approval by the CITY. Task includes coordinating and assembling the structural drawings and calculations to be included in the permit submission. We assume that the architect will take the lead in filling out the permit application and submitting all documents to the CITY.
8. Respond to CITY permit review comments related to the structural system and revise the plans as required by the CITY. This task includes meetings with the TCF Architecture to review CITY comments.
9. Assist CITY during the bid process. This task includes attendance at pre-bid meetings, as well as responding to contractor questions and substitution requests.

### **Construction Phase Services – Task 23**

10. Review shop drawings, test reports, and contractor-requested changes as they relate to the design.
11. Observe construction, which includes visits to the site at appropriate intervals to become familiar with the quality and progress of the work as it is relative to the primary structural system, and prepare observation reports.

## **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 sub consultants, e.g., geotechnical, material testing, and other specialist, if required by the review agency.
- b) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- c) Costs associated with reconsiderations of agency decisions.
- d) Costs associated with title reports or other legal documents.
- e) Costs associated with substantial redesign after preparation of design development drawings.
- f) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- g) Design of a non-conventional foundation system.
- h) Structural engineering associated with contractor's erection means, methods, and sequences.
- i) Design of any site features no indication, such as retaining walls over 4 feet in height, landscape seat walls, landscape trellis structures, artwork foundations, stormwater detention vaults, etc. If you would like any structural engineering services associated with the design of site features, we would be happy to provide these services for an additional fee.
- j) Mechanical or electrical services.
- k) Development of an opinion of probable construction costs.
- l) Preparation of conformed drawings prior to the start of construction.
- m) Preparation of record drawings at the end of construction together with the Letter of Completion, if required by the CITY.
- n) Dividing the design work into more than one phase of work.

## **Additional Services**

### Conformed Drawings – Task 24

Prepare an updated Revit model and Confirm Drawing set prior to the start of construction. The Conformed Drawings will incorporate any agency review comments and bid addenda, as necessary, to provide a comprehensive set for construction of the project.

### Record Drawings – Task 25

Prepare an updated Revit model and Record Drawing set at the end of construction. The Record Drawings will incorporate any contractor redlines as well as AHBL construction sketches as necessary to provide a comprehensive set for use by the CITY.

For both task, we will bill our engineering effort on a time and expense basis against the noted allowances.



**Mechanical Electrical Plumbing  
Scope of Work****BASIC SERVICES****Mechanical Systems**

- Schematic Design, Design Development, Construction/Bid Documents (plans and specifications), permitting, services for HVAC, DDC control systems, plumbing and underground utilities within five feet of the building exterior for storm drainage, waste water drainage, and domestic water. The piping invert elevation will be coordinated between BCE and the civil engineer.
- Fire protection systems will be Riser room support drawings and bidder design performance specifications.

**Electrical Systems**

- Schematic Design, Design Development, Construction /Bid Documents (plans and specifications), permitting services for building electrical power, site electrical power, building lighting, site lighting, fire alarm and data network communication infrastructure wiring. (See "Exclusions" for services not included).

**EXCLUSIONS**

The following tasks are excluded from BCE's scope of services for this Project:

- Cost Estimating (by others)
- Any Power, Street Lighting or Comm Frontage Improvements
- Mechanical/Electrical Commissioning as the Commissioning Agent
- Commissioning Support
- LEED Documentation/Submittals
- Fire Pumps
- Solar Panel Systems
- Grease interceptors, sand sediment filtration tanks, oil water separators.
- Life-Cycle Cost Analysis
- Value Engineering
- Constructability Review drafting
- Construction Change Orders / Directives
- Printing (Except as required for hard copy permit submittals).
- Telephone systems, computer servers, network switches.
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittal for any grant monies

**ADDITIONAL SERVICES**

In addition to Basic Services provided in a separate proposal BCE proposes the following additional services as hourly NTE:

1. Conformed Set
2. CAD Record Set
3. Security system, access control, CCTV coordination/design (up to 20 CCTV locations & 20 access control locations)
4. Sound System/AV Design (for crew/training room)
5. WSEC Analysis and Design: WSEC Section C406 "Additional Efficiency Package Credits": It is difficult mechanically or electrically to obtain all of these credits with the current cost estimate level. Also, past experience has shown that it is difficult or expensive to obtain the credits with an Enhanced Envelope and/or Reduced Air Barrier. This requires additional brainstorming meetings with the design team and additional analysis to choose the cost effective way to obtain these credits. In the past maintenance projects, the least expensive route has been to design around a DOAS. These systems are typically used in B Occupancy buildings (such as building A) and are built into the MACC for that building. DOAS systems are not typically used in S Occupancy buildings and therefore the MACC does not reflect those costs. Also, OFM Design Schedule C does not include fee for the complexity of designing a DOAS for buildings B, C, D, and E. In addition "Load Management" requirements and required PV systems for buildings over 10,000 sq/ft will require additional coordination and design
6. Specialty equipment MEP coordination for Fleet and Shops buildings
7. Fuel system design and specification, WSP to provide system requirement and design criteria. Fuel system design requires additional time to design due to the complexity potential of the system. They require specific meetings on fuel storage quantities, types of fuel, fuel delivery speeds, software management systems, etc. Easier design includes a packaged tank/dispenser combinations that can be tailored to the needs of the Owner. More complex designs include the design of a built-up system including multiple fueling lanes, underground vs. above ground tanks, containment systems, pump and piping sizing, dispenser types, etc. BCE will also have to design the electrical power, lighting, and drainage systems (trench and area drains and oil/water separators) associated with the fueling area.
8. Vehicle wash and water reclaim design and specification, WSP to provide system requirements and design criteria. The wash system design requires additional time to design due to the complexity potential of the system. They require specific meetings on the sizes of vehicles to be washed, the frequency of washing vehicles, whether or not it is to operation year around (freeze protection). Designs include the actual wash equipment (touchless, brushed, undercarriage washing, etc.), the water treatment system, the water heating system (it has been noted that gas-fired equipment is not desired). BCE will also have to design the electrical power, lighting, water delivery piping, and drainage systems (trench and area drains, solids interceptors, and oil/water separators) associated with the wash equipment. Additional design will be required if water recycling is desired which increases the design complexity to include more water treatment and filtration."



9. Vehicle Charging station for 25% of stalls and infrastructure for remaining stalls
10. Fire protection routing coordination for up to 2 locations.
11. Whole site generator design
12. Lube System Design and Specification

#### EXCLUSIONS TO ADDITIONAL SERVICES

The following tasks are excluded from BCE's scope of services for this Project:

- Cost Estimating (by others)
- Any Power, Street Lighting or Comm Frontage Improvements
- Off site power and communication coordination.
- Mechanical/Electrical Commissioning as the Commissioning Agent
- Commissioning Support
- LEED Documentation/Submittals
- Fire Pumps
- Grease interceptors, sand sediment filtration tanks, oil water separators.
- Life-Cycle Cost Analysis
- Value Engineering
- Constructability Review drafting
- Construction Change Orders / Directives
- Printing (Except as required for hard copy permit submittals).
- Telephone systems, computer servers, network switches.
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittal for any grant monies
- Solar panels systems beyond code required

**Equipment and Maintenance Operations and Planning  
Scope of Work****1. Schematic Design**

- a. Operations and equipment requirements will be developed to a schematic design level for the new maintenance and operations facilities. Schematic design will address layout and arrangement of each shop, vehicle maintenance bays, material storage, bulk materials, and fleet parking.
- b. FPS will update the preliminary equipment list (dated February 3, 2017) to align with the schematic design.
- c. Participate in Design Review meetings as needed with TCF Architecture and the CITY.

**2. Design Development**

- a. SD level design will be developed for the new maintenance and operations facility. Recommended equipment and storage requirements will be identified.
  - Vehicle maintenance equipment including vehicle lifts, lubrication services, hose reels, vehicle exhaust systems, etc. will be identified and confirmed as existing to be re-used vs. new equipment and systems.
  - Parts shelving, cabinets, drawer storage, racking, and misc. storage requirements will be identified and confirmed as existing to be re-used vs. new equipment and systems.
  - All equipment and storage system selections will be identified to include quantities and outline specifications to identify manufacturer, capacities, owner-contractor responsibilities, and budget.
  - The equipment list will be updated and detailed to include utility requirements (power, compressed air, data, plumbing, specialty services, etc.)
- b. Participate in Design Review meetings as needed with TCF Architecture and the CITY.

**3. Construction Documents**

- a. FPS will support TCF Architecture during construction document development. We will complete detailed equipment placement drawings for the CD phase, including design review at +/- 90%, and final 100% Bid Set Drawings.
- b. FPS will provide detailed plans and specifications for planned equipment and storage requirements. Specification format will be per CSI standards and coordinated with TCF Architecture.
- c. Participate in Design Review meetings as needed with TCF Architecture and the CITY.

**4. Equipment Bidding** – FPS will support bidding, bid reviews, and new equipment proposals for compliance with constructions documents.**5. Construction Administration Support** – FPS will support construction administration for the project. Equipment submittal reviews, comments, and approvals will be completed. We will respond to contractor RFI's and general equipment coordination issues. We anticipate a final site visit for installation review, punch list and final acceptance support.

## **Civil Engineering Scope of Work**

### Phase 1 Schematic Design

This phase includes the preparation of schematic design drawings and are limited to conceptual basic services layout of site water, drainage and sanitary systems.

#### Task 1 Schematic Design Plans

1. Attend up to one(1) virtual meeting with TCF Architecture
2. Prepare conceptual level engineering plans including:
  - a. Site Improvement Plan- Based on the site plan provided by TCF Architecture. TCF Architecture will provide the site plan showing initial locations of buildings, paving, walkways, driveways, parking and fencing locations. SCJ will provide linework for basic water, sewer, storm and preliminary grading.

#### Phase 1 Deliverables

- Schematic Design Plan

### Phase 2 Design Development and Site Plan Review

This phase includes the continued development of layouts for water, drainage and sanitary systems. The Design Development documents will be preliminary in nature and provide character of the project.

#### Task 1 Design Development Plans

1. Continue developing the layouts for water, drainage, and sanitary sewer.
2. Update and prepare the design development engineering plans including:
  - a. Site Improvement Plan
  - b. Grading Plan
  - c. Drainage Plan
  - d. Water and Sewer Plan

#### Phase 2 Deliverables

- Design Development Plans

### Phase 3 Construction Documents and Permitting

This phase includes continued development of layouts for water, drainage and sanitary systems. SCJ will perform the following tasks:

### Task 1 Construction Documents

1. Incorporate conditions of approval from the SPR staff report into the construction documents.
2. Update plans to incorporate revisions to the layouts for water, drainage and sanitary systems.

### Phase 3 Deliverables

- Civil CAD Files

### Phase 4 Bidding Support Services

This phase includes bidding support related to questions or clarifications the contractors may have regarding the design scope mentioned above.

1. Attend one (1) pre-bid meeting

### Phase 5 Civil Construction Support Services

This phase includes construction support from the pre-construction meeting through substantial completion. SCJ will assist with construction support services and provide the following services for the design scope mentioned above:

1. Attend one (1) pre-construction meeting.
2. Provide engineer's supplemental information as needed.

### Assumptions:

- SCJ will provide input; however, the Architect will finalize the site plan (building locations, site amenities, parking areas, etc.) and provide it to SCJ in CAD format.
- Water, sanitary sewer, and roof drain stub locations and invert elevations 5-feet from the building will be provided by others.
- Meetings more than those identified below will require additional fees.
- Conceptual and Detailed Design Review, as required will be completed by the architect. No meetings or coordination efforts are included for design review.
- Construction documents and design for the frontage improvements along 79<sup>th</sup> Avenue SE is not included and will be done by other.
- Frontage improvements along 79<sup>th</sup> Avenue SE and Trails End Road include new curb, gutter, planter, sidewalk, lighting and street trees is not included and will be done by other.
- Traffic signal plans and modifications are not anticipated and not included.
- All utility, permit and connection fees associated with the project will be paid by the CITY.
- Construction phasing plans are not included.
- Parking lot lighting service coordination will be completed by TCF Architecture electrical sub-consultant. See Phase 3 Task 3 below.

- Dry utility coordination, applications and fees associated with service connections, relocations or underground are not included in the scope of work. See Phase 3 Task 3 below.
- If required, coordination with the utility providers for existing overhead utilities to underground is not included. It is anticipated that all applications and coordination with PSE and other utility service providers will be completed by others. See Phase 3 Task 3 below.
- Parking lot lighting design calculations are not included. It is assumed that the electrical engineer will prepare the lighting design and necessary calculations required for permitting.
- Structural/Retaining wall design and calculations are not included for walls over 4 feet tall.
- Value engineering and constructability review is not included.
- LEED coordination and documentation is not included.
- Specifications will be in CSI format.
- Fire flow modeling and calculations are not included. Flow information will be provided by the CITY.
- A geotechnical report with infiltration rates and pavement design will be provided by the client.
- A survey for the project area will be provided in CAD format.
- Environmental analysis, research, and recommendations regarding the potential for existing underground storage tanks and potential for contamination are not included.
- Critical area reports and documentation are not included.
- There are no environmentally sensitive areas located onsite or that effect the proposed project. No environmental reports are required.
- A Traffic Impact Analysis (TIA) is not included. See the “Additional Services” section below for additional information.
- Variance or Justification Requests Documentation from CITY code is not included.
- Parking Modification Request Documentation from CITY code is not included.
- Preparation for and attendance at a neighborhood meeting is not included. See the “Additional Service” section below for additional information.
- SEPA will either be a Determination of Non-Significance (DNS) or Mitigated DNS; an Environmental Impact Statement is not assumed to be required. It is assumed the CITY will act as the SEPA administrator.
- Dewatering plans and design considerations are not included.
- Coordination and permitting associated with the building demolition and Olympia Region Clean Air Agency (ORCAA) permitting requirements are not included.
- All communication from the contractors during bidding will be through the architect. There will be no direct communication with SCJ Alliance.
- The architect will prepare the project manual and bid advertisement and issue bid addenda. It is assumed SCJ will have a minor role in bidding support related to questions or clarifications as they arise.
- Bidder questions will be few and minor in nature.
- Existing water and sewer run along 79<sup>th</sup> Avenue and have the adequate capacity to connect to.
- It is assumed there will be a minor amount of RFI's and infrequent contractor requests.
- Deviations from design plans during construction will be minor in nature.

- It is assumed that the contractor will keep accurate redline plans on-site for use in record drawings preparation. Should adequate records not be kept, a post construction survey of improvements may be required to prepare record drawings.

## **Additional Services**

### Phase 1 Schematic Design

This phase includes the preparation of schematic design drawings and are limited to conceptual basic services layout of site water, drainage and sanitary systems.

#### Task 1 Additional Services

1. Attend up to two (2) CITY/design team coordination meetings in preparation of Presubmission Conference and scoping meetings.
2. Prepare stormwater scoping meeting and Presubmission Conference applications.
3. Perform conceptual stormwater sizing analysis.
4. Prepare exhibits for stormwater scoping meeting coordination.
5. Prepare conceptual level cost estimate for civil engineering related elements.
6. Perform quality control of the stormwater analysis and schematic design plan.

#### Phase 1 Deliverables

- Conceptual Cost Estimate
- Presubmission Conference and Stormwater Scoping Meeting Applications
- Stormwater Scoping Meeting Exhibit(s)

### Phase 2 Design Development and Site Plan Review

This phase includes the continued development of the schematic design documents. The Design Development documents will be preliminary in nature and provide character of the project. SCJ will also prepare and submit the Site Plan Review application and associated documents utilizing the design development documents.

#### Task 1 Design Development Plans

1. Attend up to six (6) coordination meetings (virtual or online meetings assumed).
2. Perform one site visit.
3. Coordinate with the Architect regarding parking lot layout. Prepare turn template exhibits to ensure the appropriate drive aisle and turning radii are provided.
4. Complete up to one (1) site plan revisions resulting from the Presubmission conference and stormwater scoping information provided by the CITY.
5. Update and prepare the design development engineering plans including:
  - a. Cover sheet
  - b. Existing Conditions Map – Based on Topographic Survey prepare by others
  - c. Demolition and Temporary Erosion and Sedimentation Control Plan

- d. Site Improvement Plan
- e. Drainage Plan
- f. Drainage Details
- g. Water and Sewer Plan
6. Prepare preliminary drainage report with supplemental reports including: Pollution Source Control Plan and Stormwater Management Plan
7. Coordinate, prepare for and attend up to two (2) meetings with the CITY to discuss site layout, stormwater, permitting requirements, and entitlement process.
8. Prepare preliminary Stormwater Pollution Prevention Plan (SWPPP)
9. Perform quality control
10. Update cost estimate
11. Prepare preliminary specifications in CSI format
12. Address comments during the coordination and design team review process.

#### Task 2 Site Plan Review (SPR)

1. Prepare site plan review application and supplemental checklists.
2. Prepare project narrative.
3. Prepare SEPA Checklist and coordinate responses with CITY and Architect.
4. Perform quality control of the SPR documents prior to submittal.
5. Coordinate and attend SPE submittal intake meeting.
6. Review staff comments and coordinate with CITY regarding clarifications or questions.
7. Update drawings/reports to address staff comments.
8. Resubmit plans/reports to CITY for final project approval.
9. Prepare for attend follow up intake meeting with CITY.

#### Phase 2 Deliverables

- Design Development Plans
- Preliminary Drainage Report
- Specification outline in CSI format

#### Phase 3 Construction Documents and Permitting

This phase includes the preparation of construction and permitting documents describing the requirements for construction of the project. SCJ will perform the following tasks:

##### Task 1 Construction Documents

1. Attend up to six (6) coordination meetings (virtual or online meetings assumed).
2. Incorporate conditions of approval from the SPR staff report into the construction documents.
3. Prepare civil engineering construction plan set:
  - a. Cover Sheet
  - b. General Notes and Legend

- c. Existing Conditions Map – Based on Topographic Survey prepared by others
  - d. Demolition and Temporary Erosion and Sedimentation Control Plan (2 sheets)
  - e. Temporary Erosion Control Notes and Details.
  - f. Site Improvement Plan (4 sheets)
  - g. Site Improvement Notes and Details (2 sheets)
  - h. Grading Plan (4 sheets)
  - i. Grading Details (1 sheet)
  - j. Retaining Wall Profiles (if needed)
  - k. Drainage Plan (2 sheets)
  - l. Drainage Notes and Details (2 sheets)
  - m. Water and Sewer Plan (2 sheets)
  - n. Water and Sewer Profiles (2 sheets)
  - o. Water and Sewer Notes and Details
  - p. Building G Alternate Plan (1 sheet)
4. Prepare final drainage report including operation and maintenance manual and pollution source control plan.
  5. Coordination on Building G Alternate.
  6. Prepare final Stormwater Pollution Prevention Plan (SWPPP)
  7. Prepare specification for civil design elements in CSI format.
  8. Perform quality control of the construction documents prior to submittal
  9. Update cost estimate.

#### Task 2 Permitting Coordination

1. Prepare applications for submittal to the CITY via the online portal.
2. Update design to address CITY comments. For this task up to two (2) rounds of comments and responses have been assumed. Approximately 40 hours of cumulative effort have been assumed in the included fee to address and respond to the comments. Additional efforts may require additional fees.
3. Prepare NPDES Notice of Intent (NOI) for Washington Department of Ecology's General Construction Stormwater Permit coverage and submit to the Department of Ecology.

#### Task 3 Utility Coordination

This task includes coordination efforts in support of the Electrical Engineer relating to the utility coordination/undergrounding, building service connections, and parking lot lighting service connections.

1. Prepare and provide CAD files in support of the utility undergrounding coordination, service connection locations, parking lot lighting design and electrical charging stations (if any) layout to the electrical engineer for coordination with PSE.
2. Coordinate underground utility routing with the Electrical Engineer to avoid impacts to existing and proposed utilities.
3. Coordinate parking light pole location, EV charging station locations and reference locations and required pads on the Civil Site Plan.

#### Phase 3 Deliverables



- Civil Engineering Plan
- Civil Specifications (CSI Format)
- Drainage Report
- SWPPP
- Civil CAD Files

#### Phase 4 Bidding Support Services

This phase includes bidding support related to questions or clarifications the contractors may have.

1. Respond to up to four (4) bidder questions and requests for information.
2. Review up to three (3) substitution requests
3. Prepare bid addenda. SCJ anticipates no more than 1 plan revision and addenda issuance.

#### Phase 5 Conformed Construction Documents

This phase includes modifications to the construction documents addressing any addendas issues during the bidding or negotiating process.

1. Revise civil plans associated with the conformed construction documents.
2. Revise specifications associated with the conformed construction documents.

#### Phase 5 Deliverables

- Conformed civil drawings and specifications.

#### Phase 6 Civil Construction Support Services

This phase includes construction support from the pre-construction meeting through substantial completion. SCJ will assist with construction support services and provide the following services:

1. Attend one (1) pre-construction meeting
2. Review material submittals.
3. Prepare for and attend three (3) construction meetings / site visits and prepare field reports after each site visit.
4. Provide response to contractor request for information (RFI). SCJ anticipated no more than eight (8) RFI's throughout the duration of the project.
5. Coordinate with other disciplines to resolve RFI's and questions related to the design.
6. Provide engineer's supplemental information as needed.
7. Provide civil documents associated with change orders as needed.

#### Phase 7 Project Closeout

This phase includes construction closeout tasks required for project closeout. SCJ will assist with project closeout and provide the following services:

1. Provide one (1) site visit to prepare punch list.
2. Prepare civil punch list.
3. Provide one site visit to back punch.

#### Phase 7 Deliverables

- Punch List

#### Phase 8 Record Documents

1. Provide civil engineering related record drawings

#### Phase 8 Deliverables

- Civil Record Drawings

#### Phase 98 Additional Services

Additional Services will be charged on a time and material basis and include items not included in this scope such as attendance at public meetings and hearings. Additional Services will be authorized to be performed by TCF Architecture in advance. Additional Services will include a 10% administrative fee.

#### Phase 99 Expenses

Expenses will be charge on a time and material basis and include items such as travel, mileage, plan reproduction, copies, etc. All expenses, except for mileage, will include a 10% administrative fee. If requested SCJ will provide a copy of our typical expense rates. A budget of \$1,000 will be included in the contract for expenses.

Assumptions:

- SCJ will provide input; however, the Architect will finalize the site plan (building locations, site amenities, parking areas, etc.) and provide it to SCJ in CAD format.
- Water, sanitary sewer, and roof drain stub locations and invert elevations 5-feet from the building will be provided by others.
- Meetings more than those identified below will require additional fees.
- Conceptual and Detailed Design Review, as required will be completed by the architect. No meetings or coordination efforts are included for design review.
- Construction documents and design for the frontage improvements along 79<sup>th</sup> Avenue SE is not included and will be done by other.
- Frontage improvements along 79<sup>th</sup> Avenue SE and Trails End Road include new curb, gutter, planter, sidewalk, lighting and street trees is not included and will be done by other.
- Traffic signal plans and modifications are not anticipated and not included.
- All utility, permit and connection fees associated with the project will be paid by the CITY.
- Construction phasing plans are not included.
- Parking lot lighting service coordination will be completed by TCF Architecture electrical sub-consultant. See Phase 3 Task 3 below.
- Dry utility coordination, applications and fees associated with service connections, relocations or underground are not included in the scope of work. See Phase 3 Task 3 below.
- If required, coordination with the utility providers for existing overhead utilities to underground is not included. It is anticipated that all applications and coordination with PSE and other utility service providers will be completed by others. See Phase 3 Task 3 below.
- Parking lot lighting design calculations are not included. It is assumed that the electrical engineer will prepare the lighting design and necessary calculations required for permitting.
- Structural/Retaining wall design and calculations are not included for walls over 4 feet tall.
- Value engineering and constructability review is not included.
- LEED coordination and documentation is not included.
- Specifications will be in CSI format.
- Fire flow modeling and calculations are not included. Flow information will be provided by the CITY.
- A geotechnical report with infiltration rates and pavement design will be provided by the client.
- A survey for the project area will be provided in CAD format.
- Environmental analysis, research, and recommendations regarding the potential for existing underground storage tanks and potential for contamination are not included.
- Critical area reports and documentation are not included.
- There are no environmentally sensitive areas located onsite or that effect the proposed project. No environmental reports are required.
- A Traffic Impact Analysis (TIA) is not included. See the "Additional Services" section below for additional information.
- Variance or Justification Requests Documentation from CITY code is not included.

- Parking Modification Request Documentation from CITY code is not included.
- Preparation for and attendance at a neighborhood meeting is not included. See the “Additional Service” section below for additional information.
- SEPA will either be a Determination of Non-Significance (DNS) or Mitigated DNS; an Environmental Impact Statement is not assumed to be required. It is assumed the CITY will act as the SEPA administrator.
- Dewatering plans and design considerations are not included.
- Coordination and permitting associated with the building demolition and Olympia Region Clean Air Agency (ORCAA) permitting requirements are not included.
- All communication from the contractors during bidding will be through the architect. There will be no direct communication with SCJ Alliance.
- The architect will prepare the project manual and bid advertisement and issue bid addenda. It is assumed SCJ will have a minor role in bidding support related to questions or clarifications as they arise.
- Bidder questions will be few and minor in nature.
- Existing water and sewer run along 79<sup>th</sup> Avenue and have the adequate capacity to connect to.
- It is assumed there will be a minor amount of RFI’s and infrequent contractor requests.
- Deviations from design plans during construction will be minor in nature.
- It is assumed that the contractor will keep accurate redline plans on-site for use in record drawings preparation. Should adequate records not be kept, a post construction survey of improvements may be required to prepare record drawings.

Exhibit B.5  
Lyon Landscape Architecture

**Landscape Services**  
**Scope of Work**

**Task 1 – Project Management**

- A. Review City of Tumwater Landscape Requirements (TMC 18.47 Landscaping)
  - 1. TMC 18.47.050 (A) Type I Perimeter Landscaping
  - 2. TMC 18.47.050 (B) Type II Perimeter Landscaping
  - 3. TMC 18.47.050 (D) Landscaping Between Parking Lots and ROW
  - 4. TMC 18.47.050 (E) Parking Area Interior Buffers
  - 5. TMC 18.47.050 (G) Outdoor Storage Buffers
- B. Site Visit to Review Existing Conditions
- C. Obtain CAD Site Plans from Architect and Engineer in each Task listed below. It is anticipated that each Task will include (2) Site Plan Updates
- D. Coordinate with Civil Land Use Processes
- E. Coordinate with Civil SEPA Completion
- F. Attend Virtual or In-person Team or Public Workshops. It is anticipated that each Task will include (2) Meetings
- G. General Coordination with Design Team
- H. In-house Quality Assurance. It is anticipated that each Task will include (2) Quality Assurance review by LLA Partner.

**Task 2 – Schematic Design Phase**

- A. Provide (2) Submittals for the Schematic Design Phase, one at 50% and the other at 100%
- B. Schematic Design Phase will include the following:
  - a. 20 Scale Landscape Planting Plans that show planting design for the areas listed in the Design Program. Landscape Planting Plans will include:
    - i. Layout of treed, shrubs, grasses, and groundcovers, botanical and common names, quantities, and sizes.
    - ii. Color photographs of proposed plant palette.
  - b. Schematic Design of the Entry Plaza for Building A
    - i. Layout of concrete paving, include score pattern
    - ii. Located site amenities including bike racks, benches, flagpoles, and picnic tables
    - iii. Provide catalog cut sheets for site amenities
- C. Provide (1) Construction Cost Estimate at 50% submittal

**Task 3 – Design Development Phase**

- A. Provide (2) Submittals for the Design Development Phase, one at 75% and the last at 100%

- B. Design Development Phase Drawings will include the following:
  - a. 20 Scale Landscape Planting Plans that show planting design for the areas listed in the Design Program. Landscape Planting Plans will include:
    - i. Updated layout of trees, shrubs, grasses, and groundcovers, botanical and common names, quantities, and sizes.
    - ii. Updated Color photographs of proposed plant palette
  - b. Design Development of the Entry Plaza for Building A
    - i. Updated layout of concrete paving, include score pattern
    - ii. Provide details of concrete paving, concrete seat walls, and flag poles
    - iii. Updated location of site amenities including bike racks, benches, and picnic tables.
    - iv. Provide catalog cut sheets for site amenities
  - c. Provide (1) Construction Cost Estimates at 75% submittal
  - d. Provide Construction Specifications Outline
  - e. In-house Quality Assurance

#### **Task 4 – Construction Document Phase (Permitting and Agency Review)**

- A. Provide (2) Submittals for the Construction Document Phase one 75% and the last at 100%
- B. Construction Document Phase will include the following:
  - a. 20 Scale Landscape Planting Plans that show planting design for the areas listed in the Design Program. Landscape Planting Plans will include:
    - i. Updated layout of trees, shrubs, grasses, and groundcovers, botanical and common names, quantities, and sizes.
    - ii. Updated Color photographs of proposed plant palette
  - b. Entry Plaza for Building A
    - i. Updated layout of concrete paving, include score pattern
    - ii. Updated details of concrete paving, concrete seat walls, and flag poles
    - iii. Updated location of site amenities including bike racks, benches, and picnic tables.
  - c. Irrigation Plans
    - i. Layout of irrigation system including irrigation heads, mainline and lateral line
    - ii. Irrigation legend, notes, and zone valve schedule
    - iii. Irrigation details including point of connection, double valve assembly, valve details, and irrigation head details
- C. Provide (1) Construction Cost Estimates at 100% submittal
- D. Provide Construction Specifications in CSI Format

#### **Task 5 – Conformed Set**

- A. Create Conformed Set of Construction Drawings and Specifications

## **ADDITIONAL SERVICES**

Additional Services requested by the CITY shall be billed at an agreed upon fixed fee or hourly at our standard billing rates. They may include, but are not limited to the following:

- Construction Administration Services, including any RFI responses during or after Bid Review, Submittal Reviews
- Fencing Layout and Detailing – by TCF
- Any Additional Site Visits Not Listed in Tasks Above
- Wetland Buffer Enhancement or Restoration

**Acoustical Services**  
**Scope of Work**

Schematic Design

Environmental Noise Impact Study – Complete 24-hour on-site noise assessment along the residential property line to quantify the risk of maintenance and mechanical systems with respect to the City of Tumwater Chapter 8.08 – Noise Control code.

Construction Documents

Environmental Noise Control Compliance – Review and analyze all of the proposed building support systems (HVAC, tools, operations) compared to noise code requirements. Provide detailed documentation noting noise control plan for building and systems, and noise control compliance documentation.



## Geotechnical Scope of Services

### Field Exploration

The field exploration program consists of the following:

Exploration Type	Number of Explorations	Planned Exploration Depth (feet) <sup>1</sup>	Planned Location
Soil Borings with Monitoring Wells	3	25 or refusal	Planned building areas
Soil Borings	3	25 or refusal	Planned building areas
Test Pits	7	10 or refusal	Planned building and parking/driveway areas

1. Below existing ground surface

**Exploration Layout and Elevations:** We will use handheld GPS equipment to locate the proposed subsurface explorations with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may also be utilized. Approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map provided to us by TCF.

**Subsurface Exploration Procedures:** Soil borings will be advanced using a track-mounted drill rig using continuous-flight hollow-stem augers or mud rotary drilling. Four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-spoon sampling (performed in general accordance with ASTM D1586). This sampling method advances a standard 2-inch outer diameter split-barrel sampling spoon into the subsurface by repeatedly dropping a 140-pound hammer a fall height of 30 inches. The number of blows required to advance the sampler the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are reported as uncorrected values on the boring logs at the test depths. Samples obtained from split-spoon sampling are typically tested for index properties. All samples are placed in appropriate containers, taken to our soil laboratory for visual examination and testing, and classified by a Geotechnical Engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare draft boring logs in the field (i.e. field logs) as part of standard drilling operations. The field logs will include sampling depths, sampler advancement, penetration resistance, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Monitoring Well:** The 2018 City of Tumwater Drainage Design and Erosion Control Manual (2018) requires installation of and groundwater level monitoring in at least 3 wells for the Detailed method. The Simple Method and Rain Garden design requirements require characterization of groundwater levels during the wet season.

Three monitoring wells will be constructed following advancement of three of the soil borings at the site. We anticipate a 10-foot screen interval for 15 to 25 feet below existing ground surface to evaluate groundwater level that may exist below the site. We will install a data logging piezometer in each well set to record groundwater levels hourly.

We will return to the site to download groundwater data approximately every other month after installation. We anticipate needing to monitor groundwater levels through the wet season, as required by the City of Tumwater Drainage Design and Erosion Control Manual. The piezometers will remain in the wells until about May of 2023.

Prior to construction, we assume the monitoring wells will be abandoned per Washington Department of Ecology requirements by the earthwork contractor.

**Test Pit Procedures:** Test pits are advanced via an excavator. The test pit sidewalls and excavated soil are observed by a Terracon field representative and characterized as described for soil borings. Groundwater seepage depths as well as fill, debris, and other deleterious materials observed are described in the field logs as well. Excavated soils are stockpiled in the vicinity of the pit for further observation and for convenient backfilling. The density/consistency of the soil is inferred through frequent probing of the base of the excavations for the upper 4 feet. Thereafter, soil density is inferred from observations of the excavated soil and excavator level of effort.

Test pits are typically terminated upon contacting dense to very dense/hard soil units. Bulk samples are collected to evaluate potential reuse of onsite soils.

**Shear Wave Velocity Measurements:** Based on the subsurface conditions anticipated from the geologic maps, we believe the project can benefit from a geophysical survey to characterize the shear wave velocity profile for the upper 100 feet. This will allow us to more appropriately assign a seismic site class for the development. Testing and post-processing of the data obtained will be performed by Terracon or a subcontractor to Terracon. This is non-displacement test method and will not result in property disturbance.

**Property Disturbance:** Borings will be backfilled with granular bentonite unless a monitoring well is to be installed. Backfilling of exploration holes will be performed consistent with Washington State Administrative Code (WAC 173-160).

Our services do not include repair of the site beyond backfilling the exploration holes, though care will be taken to limit property disturbance. Excess auger cuttings will be dispersed in the general vicinity of the borehole unless requested otherwise. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Test pits are backfilled with the excavated soil and placed in lifts with some compactive effort applied by the excavator between lifts. The soil within the backfilled test pits will generally be looser than the in situ, preexisting condition; excess soil typically remains following backfilling. Excess soil will be scattered onsite within the vicinity of the test pit unless requested otherwise.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. We assume the SERVICE PROVIDER will resolve any access restrictions associated with private property, locked gates, and barricades.

## **Safety**

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings and excavations into the subsurface, therefore Terracon will comply with Washington State Administrative Code (WAC) in requesting public utility location service through Washington One Call (811). We will consult with the CITY/ SERVICE PROVIDER regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the CITY/ SERVICE PROVIDER prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. As part of our standard procedures for conducting site investigations, Terracon will subcontract a private utility to aid in identifying the presence of private utilities in the general vicinity of the proposed exploration locations. Fees associated with the additional services are included in our current Scope of Services. It is important to note that the detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. Terracon's use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

## **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

We will provide a draft geotechnical report for your review and comment prior to providing a final, stamped geotechnical report. The geotechnical engineering report will provide the following:

- Boring and test pit logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling, including data collected from groundwater monitoring program over the wet season
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Results and interpretation of groundwater monitoring well readings
- Preliminary estimate of infiltration rate based on grain size correlations
- Recommendations for permanent subsurface drainage
- Seismic hazards, including liquefaction
- Seismic site classification and mapped spectral acceleration values for  $S_s$  and  $S_1$



- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters
- Recommendations for additional study (if necessary)

**Post-report Consultation:** Following issuing of the final geotechnical engineering report, the need for geotechnical consultation often arises as the design progresses and design changes are incorporated. From our experience, several hours of consultation with a Senior Geotechnical Engineer may become necessary for the design team for this type of project. This task assumes twelve hours of consultation with a Senior Engineer to assist with the following items:

- **Bidding Assistance:** From our experience, several hours of consultation with a Senior Geotechnical Engineer may be necessary for addressing questions during the bid process.
- **Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Infiltration Testing:** Recessional glacial outwash is anticipated to be present that may provide sufficient porosity to make stormwater infiltration viable. The City of Tumwater Drainage Design and Erosion Control Manual requires a pilot infiltration test (PIT) be conducted within the footprint of the proposed rain garden area unless the site is underlain by Type A soils. Our review of the National Resource Conservation Service Web Soil Survey indicates the site is mapped as being mantled with soil in hydrologic soil group A (Type A). The mapping scale of the NRCS maps is large; presence of Type A soil should be further evaluated with soil classification from grain size analysis of soil samples collected from the site. The infiltration rate of Type A soils can be evaluated through grain size analysis.

If laboratory grain size test results indicate soil at the infiltration facility locations is not Type A or if relatively impermeable soil underlying Type A soil is disclosed in the explorations, field infiltration testing may be required. If infiltration facility types other than the raingardens are proposed, field infiltration testing may be required.

Conducting a PIT consists of excavation of a test pit and monitoring of the rate of infiltration. Following infiltration monitoring, the test is overexcavated to observe if any soil units of lower permeability and/or groundwater are present. The PIT is required to be performed during the wet seasonal period from early December to late April.

If PITs become necessary, PITs should be conducted during the wet season as required by the City of Tumwater Drainage Design and Erosion Control Manual. Testing will be performed consistent with the City of Tumwater Drainage Design and Erosion Control Manual. Terracon will

coordinate with the Civil Engineer to estimate the appropriate infiltration depth. Following testing, the pit will be over excavated to observe the soil strata and for groundwater mounding. Samples will be collected at the base of the infiltration test base and in 2-foot intervals thereafter until a maximum depth of 15 feet is reached, or refusal. Backfilling will be performed as described for test pits. The planned location and base elevation of the stormwater infiltration facility must be provided to Terracon prior to field mobilization.

**Hydrogeologic Analyses:** Consistent with the City of Tumwater Design and Erosion Control Manual (2018), projects subject to the detailed analysis method will need to evaluate the impact of infiltration rate and proposed added volume from the project site on local groundwater mounding, flow direction, and water table levels. Additionally, the city may require a groundwater mounding analysis depending on the depth to the seasonal high groundwater. Following our field investigation and piezometric data collection, Terracon can provide a proposal for hydrogeologic analyses.

**Construction Stormwater Water Management:** In western Washington, sites that are over 1 acre in total area are subject to special permitting requirements through the Washington Department of Ecology to manage stormwater runoff. Terracon can assist in navigating the often-overlooked need for construction stormwater water permitting as well as provide construction inspection services required by permitting agencies to confirm compliance with the permits. Construction services can often be provided concurrent with geotechnical construction observations to provide an efficient and comprehensive construction service. Discussions of this service are best reserved for after a 90% design submittal and at least 3 weeks before the start of construction in order to optimize efficiencies for construction visits.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations and assumes construction methods will be performed in a manner sufficient to meet our expectations and site conditions are consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated soil testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Terracon is also available to provide construction materials testing and special inspection services for concrete, steel, asphalt, and related structural components. Prior to construction, Terracon can provide a proposal for construction materials testing and special inspection services.

**Perform Environmental Assessments:** Our geotechnical Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. Terracon is providing a separate scope of services for Phase 1 Environmental Site Assessment and a Hazardous Building Materials survey.

# **Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015)**

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When budgeting for state capital projects, the estimated value of the Architectural/Engineering (A/E) Basic Services fee (Exhibit A) can be determined by using these fee guidelines. The guidelines are divided into three levels determined by the type and complexity of the building. They are used in the preparation of capital budget requests for Washington State public works building projects under the jurisdiction of the Department of Enterprise Services, universities, natural resource agencies, and the Department of Transportation. A/E Basic Services are defined in this document.

The payment of A/E fees represents some of the most important dollars spent on a project. These funds are an investment affecting both the quality and successful completion of a project. Recognizing this, calculation of a fee structure to obtain quality design at a reasonable cost presents a challenge. There are pros and cons associated with any system used to set fees, and there is great variation in the types and complexity of state construction projects.

These fee guidelines originally were the outcome of a study coordinated by the Office of Financial Management (OFM) to review other fee guidelines and identify approaches used by other states. The study included state agencies, the Washington Council of the American Institute of Architects, American Council of Engineering Companies of Washington, and state universities. State agencies documented examples within state government where the existing fee system posed problems, and they proposed changes that would improve the state system. Higher education agencies provided evaluations of the scope, magnitude, and methods used to establish fees for design services at peer institutions. Updates to the fee guidelines also have considered issues raised by the design community.

## **Use of the Guidelines**

These fee guidelines should be used in preparing capital budget requests to determine the maximum amount that may be payable for A/E basic service fees in fixed price agreements and percent of construction cost agreements. The guidelines define the standard basic services (based on the definition of basic services) that should be included in each design phase of state public works projects for the typical design/bid/build process. They also provide further definition of what are considered reimbursable expenses, extra and other services.

Agencies may choose to pay design consultant fees or allow extra and other charges in a manner other than described in these guidelines, and any additional cost (above the level provided by the guidelines) may be paid from other agency resources.

## **Percent Fee Compensation**

The standard fee schedule has been prepared to establish a basis for determining the scope and cost of design services and to focus the attention of agencies on the quality, capability, and prior performance of the firms being selected for public works projects.

The fee schedule is used to prepare capital budget requests. The actual contracts for basic services payable to the A/E shall be a negotiated fixed amount or percentage of the maximum allowable construction cost of the project not including fees; licenses; permits; sales taxes; contingencies; and change orders caused by A/E errors or omissions, or change orders which do not require design consultant services. Based on the specific circumstances of each project, the final negotiated fee may be above or below the guidelines shown on the schedule. In addition to the basic services fee, allowances will be negotiated for services not covered in the basic services contract.

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

### Maximum Allowable Construction Cost

The Maximum Allowable Construction Cost (MACC) is defined as the total sum available to the general contractor for construction purposes, including all alternates. The MACC excludes Washington state sales tax, professional fees, project contingency funds, or other charges that may not be under the scope of the general contractor. The budget for A/E basic services is based on the MACC plus construction contingency as reflected in the Capital Budgeting System (CBS) and the updated cost estimating form (C-100). The negotiated fee for A/E basic services should be based on the MACC only as shown in Exhibit A – A/E Fee Schedule.

### Remodel Design

A/E costs and effort may vary greatly between individual remodeling projects of the same dollar amount. Consequently, each project will be analyzed on an individual basis. As a general rule, the fee will be based upon the building type classification. When program changes are significant or if warranted by other conditions, fees noted under those schedules **may** be increased by *up to three percent* for basic services. Factors to be considered include:

- Age and character of the building
- Availability and accuracy of existing plans and specifications
- Extent and type of program revisions
- Requirement to maintain the building's existing character
- Extent of mechanical and electrical involvement

Phased construction in occupied buildings may substantially affect the construction schedule. More field observation and coordination may require consideration of additional fees beyond the basic services contract amount.

### Fee Modifications

It is recognized that there may be considerable variance between projects of a similar size and type that may necessitate modification of the A/E fee schedule. Examples of special circumstances that may necessitate such modifications include:

- Unusual site conditions
- Unique problems requiring specialized or extensive consulting services
- Renovations required by additions to an existing structure
- Unusually slow or fast development schedule (fast track, design build, GC/CM)
- Contractor design (fire protection systems)
- Large portions of work outside the control of the prime architect (wetlands mitigation)

Other circumstances where a fee modification may be appropriate include the following:

#### Repetitive Design

Where all or part of a project is a site adaptation of a previous design, the basic services fee shall be negotiated, recognizing the reduced level of services. This usually reduces the program analysis, design, and bidding document preparation costs to an amount necessary to update the documents for site work, code revisions, etc. Reductions must be considered on a case-by-case basis.



## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

### Equipment and Substantially Reduced Work Requirements

Where a project involves a substantial amount of expensive equipment that may be relatively easy to accommodate, fees should be reduced accordingly. Likewise, any contract or modification to a contract where work requirements are substantially less than indicated by the application of a percentage fee need to be addressed separately. Projects with disproportionate elements of high cost, such as earth moving, may be relatively easy to design and fees should be reduced accordingly.

### Prototype Design

The initial design of a prototype facility, such as a housing unit at an institution, may warrant a full design fee based on the previous development of the prototype. However, the fee for A/E basic services for all additional replications of the prototype constructed at the same time or at other locations in the future shall be calculated at 40 percent of full fees.

### Policy Regarding Geographic Location of Consultant

It is the state's policy to obtain the highest quality design services for a fair and equitable payment to the design firm. The state recognizes that the investment for quality design services is directly related to a well-organized construction process and maximum functionality of the completed project. With this in mind, proposals for design services will be accepted from all firms wishing to work for the state, and evaluated based on the firm's capability, competency, and experience in successfully completing similar projects.

The fee structure should be appropriate for each project, regardless of the location of the consultant. The basic services fee includes all travel costs associated with the performance of basic services within a 50-mile radius of the project. General expenses for the cost of travel and per diem between 50 and 350 miles shall be based on state rates and may be reimbursable to the extent they are reasonable and negotiated within the A/E agreement. Travel expenses beyond 350 miles for both the agency and consultants must be justified in writing when submitting a budget request to OFM.

### Basic Services Fee Breakdown

The following is a guide for splitting the A/E fee into approximate percentages for each phase of work. Although it is not intended to be absolute, significant deviations should be closely reviewed. The intent of the guidelines is to ensure that design requirements progress in an orderly manner and that essential planning and system development occur when most beneficial to the project. Essential elements of the work should be completed and approved prior to initiating succeeding design phases. For a more detailed explanation of activities normally included in each phase, see the A/E Basic Services section.

The basic fee categories are described below:

Percent of Basic Services Fee	
Schematic Design	18
Design Development	20
Construction Document	31
Bidding	2
Construction	27
Project	2

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

### A/E Basic Services

A/E Basic Design Services consist of the services described in the following pages and are included on the Capital Project Cost Estimate within CBS. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

### Schematic Design Services (18 Percent)

In the Schematic Design phase, the A/E provides those services necessary to prepare Schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the predesign phase, approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E.

Schematic design includes the following:

<b>Project Administration</b>	Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
<b>Disciplines Coordination</b>	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services <b>may</b> be required and negotiated for appropriate phases of the work.
<b>Document Checking</b>	Review and coordination of project documents.
<b>Consulting Permitting Authority</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
<b>Data Coordination User Agency</b>	Review and coordination of data furnished for the project by the agency.
<b>Architectural Design</b>	Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
<b>Structural Design</b>	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
<b>Mechanical Design</b>	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
<b>Electrical Design</b>	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
<b>Civil/Site Design</b>	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

<b>Specifications</b>	Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.
<b>Materials Research</b>	Services consisting of identification of potential of architectural materials, systems, and equipment.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision-making, design, and documentation.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the schematic design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
<b>Presentations</b>	Services consisting of appropriate presentation(s) of schematic design documents by the A/E to agency representatives.

### Design Development Services (20 Percent)

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved schematic design documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

Design development includes the following:

<b>Project Administration</b>	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.
<b>Disciplines Coordination</b>	Coordination of the architectural work and the work of engineering with other involved consultants for the project.
<b>Document Checking</b>	Review and coordination of documents prepared for the project.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
<b>User Agency Data Coordination</b>	Review and coordination of data furnished for the project by the agency.
<b>Architectural Design</b>	Services consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

<b>Structural Design</b>	Services consisting of continued development of the specific structural system(s) and schematic design documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
<b>Mechanical Design</b>	Services consisting of continued development and expansion of mechanical schematic design documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.
<b>Electrical Design</b>	Services consisting of continued development and expansion of electrical schematic design documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
<b>Civil/Site Design</b>	Services consisting of continued development of civil/site schematic design documents and development of outline specifications required for the project that are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.
<b>Specifications</b>	Services consisting of preparation for the agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the MACC.
<b>Presentations</b>	Services consisting of appropriate presentation(s) of design development documents by the A/E to agency representatives.

### Construction Document Services (31 Percent)

In the construction documents phase, the A/E shall provide the services necessary to prepare for approval by the agency – from the approved design development documents; construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the construction of the project.

<b>Project Administration</b>	Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences.
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**Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects**

<b>Disciplines Coordination</b>	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
<b>Document Checking</b>	Review and coordination of documents prepared for the project.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
<b>User Agency Data Coordination</b>	Review and coordination of data furnished for the project by the agency.
<b>Architectural Design</b>	Services consisting of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project.
<b>Structural Design</b>	Services consisting of preparation of final structural engineering calculations, drawings, and specifications based on approved design development documentation, which details structural construction requirements for project.
<b>Mechanical Design</b>	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved design development documentation, setting forth in detail the mechanical construction requirements for the project.
<b>Electrical Design</b>	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved design development documentation, setting forth in detail the electrical construction requirements for the project.
<b>Civil/Site Design</b>	Services consisting of preparation of final civil/site design drawings and specifications based on approved design development documentation required for the project, which are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.
<b>Specifications</b>	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.
<b>User Agency Assistance</b>	Provide necessary information to user agency for the preparation of OFM requirements for release of allotments including preparation of cost statistics.

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

### Bidding Phase (2 Percent)

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the agency may authorize bidding of portions of the work.

<b>Project Administration</b>	Services consisting of bidding administrative functions.
<b>Disciplines Coordination</b>	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
<b>Bidding Materials</b>	Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
<b>Addenda</b>	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
<b>Bidding</b>	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
<b>Analysis of Substitutions</b>	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
<b>Bid Evaluation</b>	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
<b>Contract Agreements</b>	Assist using agency in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the agency, of notice(s) to proceed with the work.

### Construction Contract Administration Phase (27 Percent)

In the Construction Contract Administration phase, the A/E shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

<b>Project Administration</b>	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
<b>Disciplines Coordination Document Checking</b>	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
<b>Permitting Authority Consulting</b>	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.

**Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects**

<b>Construction Administration</b>	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
<b>Construction Field Observation</b>	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
<b>Project Representation</b>	Services consisting of assisting the agency in selection of full- or part-time project representative(s).
<b>Documents</b>	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
<b>Scheduling</b>	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
<b>Cost Accounting</b>	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

**Project Closeout (2 Percent)**

<b>Project Closeout</b>	Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.
<b>Record Documents (As-Built)</b>	Receive and review the contractors marked up field records. Supply the record documents to user agency. (Transferring the contractor's record of field changes to the original record drawings may be authorized by the owner as an additional service.)
<b>Operations and Maintenance Manuals</b>	Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to user agency.
<b>Warranty Period</b>	Continued assistance to investigate contract problems that arise during the warranty period.

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

### A/E Extra Services/Reimbursables and Other Services

**The majority of projects should be completed within the structure of the basic fee schedule.**

However, some projects will be more complex and require a range of Extra Services/Reimbursables and Other Services, which will be negotiated for specific tasks. These services typically require specialist expertise and may not neatly fall within one phase of service or another. As projects become more complex, they demand a variety of special studies and services. Extra Services/Reimbursables are services generally provided by the same A/E providing the basic services, and Other Services are those services generally provided by additional specialty consultants, either as subs to the prime A/E or as independent consultants directly contracted with the agency.

Extra services are not intended as an adjustment to basic services and should reflect actual anticipated cost. The following provides a guideline for evaluating the pricing of Extra and Other services, and establishing the eligibility of reimbursable expenses.

#### A. Pricing Consultants and Subconsultant Personnel

<b>Multiplier</b>	Negotiated rate within a range of 2 to 3.2 times employee direct base salary (not including fringe benefits, taxes, retirement contributions, or profit sharing).
<b>Employees of Firm</b>	Negotiated rate not to exceed a maximum of \$150 per hour.
<b>Principal of Firm</b>	A Principal is defined as a partner of a partnership, a stockholder of a corporation, or a duly authorized officer. The negotiated rate is not to exceed \$200 per hour.
<b>Special Consulting Services</b>	When special consulting services not normally associated with traditional project design are necessary, the fee may be outside of the above guidelines (such as expert witness or special investigations).
<b>Service Charge on Sub-Consultant</b>	Ten percent service charge may be added to work incorporated by addenda to the original agreement.

#### B. A/E Extra Services/Reimbursable Expenses

When drafting the A/E agreement, the Project Manager should review the following list in determining eligible reimbursable items. It is not all inclusive or exclusive and should only be used as a guide.

<b>Alternative Cost Studies</b>	Additional costing beyond the parametric estimates required in basic services as requested by the agency.
<b>Energy Life Cycle Cost Analysis (ELCCA)</b>	All projects over 25,000 square feet are required by Chapter 39.35 RCW to be analyzed for the cost of energy consumption and operation during its entire economic life.
<b>Life Cycle Cost Analysis (LCCA)</b>	All projects valued over \$5,000,000 or projects constructing new building space over 5,000 square feet are required to perform a life cycle cost analysis to evaluate the total cost of ownership for the building or building system. Agencies will utilize the Life Cycle Cost Tool (LCCT) which standardizes rates and methodology to perform the analysis.
<b>Commissioning and Training</b>	Cost to the A/E of assembly, tabulation, and indexing of all shop drawings and submittals on all equipment, controls, systems, and participating in an independent commissioning of the project and providing initial operator training on the maintenance of systems.



**Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects**

<b>Enhanced Commissioning</b>	A longer post occupancy phase, commonly referred to as enhanced commissioning, may be necessary to achieve the long-term desired performance of a new building or system. This work generally includes monitoring energy performance after construction, additional training to facility staff, and system adjustments to ensure the building continues to operate as originally designed.
<b>On-Site Representative</b>	On-site observation beyond the periodic site visits required under basic services for construction field observation.
<b>Thermal Scans</b>	Cost of an examination of a structure for thermal loss on existing facilities to be remodeled.
<b>Value Engineering Participation and Implementation</b>	Cost to the A/E for participation in the value engineering study and implementation of the accepted ideas that generate during the study.
<b>Travel and Per Diem</b>	Customary and approved costs to A/E during the course of basic and additional services (based on state rates and limited to between 50 and 350 miles).
<b>Renderings, Presentations, and Models</b>	Cost for special presentations, renderings, and models required for the project.
<b>Document Reproduction</b>	Additional cost of printing and mailing bidding and construction documents.
<b>Advertising</b>	Cost of required advertisements and placing bidding documents in plan centers announcing the bidding of the project.
<b>Constructability Review Participation and Implementation</b>	Cost to the A/E for participation in the constructability review and implementation of the accepted changes.
<b>Leadership in Energy and Environmental Design</b>	Cost of providing services for negotiation, documentation, and associated services required for sustainable design project certificates with the U.S. Green Building Council.
<b>Separate Bid Packages</b>	Cost to the A/E for preparation of separate bid packages typically used in GC/CM type projects.
<b>Professional Liability Insurance</b>	Where coverage is required in excess of \$1 million, reimbursement of excess premium costs will be considered as a reimbursable cost.

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

## C. A/E Other Services

<b>Consultant Selection Cost</b>	Additional costs for private sector members of a selection committee if required (Chapter 39.80 RCW).
<b>Specialty Consultants</b>	<p>Cost of only those additional consultant services beyond A/E services provided under basic services. Specialty consultants include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Acoustical Consultant</li> <li>• Civil Engineering additional services may include: <ul style="list-style-type: none"> <li>◆ Studies, reports, and calculations required to determine adequacy of existing systems or those required for permit review such as drainage, fire protection, or sewer</li> <li>◆ Storm drainage design and connections</li> <li>◆ Design or study of issues for "sensitive areas" such as wetlands, steep slopes, or flood plains</li> <li>◆ Water supply connections to wells, treatment systems, storage, and off-site main extensions</li> <li>◆ Sanitary sewer design and infrastructure</li> <li>◆ Road and pavement improvements</li> <li>◆ Storm water quality and quantity computations, reports, design and details</li> <li>◆ Temporary erosion and sediment control reports and drawings</li> <li>◆ Special studies and reports for other agencies</li> </ul> </li> <li>• Communications Consultant</li> <li>• Cost Estimating Consultant</li> <li>• Electronic/Audio Visual Consultant</li> <li>• Elevator Consultant</li> <li>• Hazardous Material Consultant</li> <li>• Hospital/Laboratory Consultant Interior</li> <li>• Design Consultant Indoor Air Quality</li> <li>• Consultant Kitchen Consultant</li> <li>• Landscape Consultant</li> <li>• Quality Control Consultant Security Consultant</li> </ul>
<b>Geotechnical Investigation</b>	Cost of subsurface testing and evaluation.
<b>Commissioning</b>	Cost of an independent commissioning of the project.
<b>HVAC Balancing</b>	Cost to balance systems.
<b>Site Survey</b>	Cost of conducting a survey independent from design A/E.
<b>Testing</b>	Cost of a technician's services in acquiring and testing samples of materials used in the project as required in the state building code.
<b>Energy LCCA Review</b>	Fee to be paid for review of the energy life cycle cost analysis.
<b>Value Engineering</b>	Cost for performing the required value engineering study on a project by an independent multi-disciplined team.

**Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects**

<b>Constructability Review/Plan Check</b>	Cost for an independent consultant or contractor to review bid documents and determine if a project can be built as designed.
<b>Graphics</b>	Cost of special graphic and signage design.
<b>Design/Code Plan Check</b>	Cost of an independent plan check if not available within the local jurisdiction.
<b>Other</b>	Costs for requested documents, fax expenses, and special mail service when requested by owner.

**D. Non-Eligible Expenses**

- Consultants hired at A/E's option to perform basic services required by contract.
- Postage and handling of submittals, bid documents, correspondence, etc.
- Telephone expenses (local calls and line service).
- Copies of documents used by the A/E to perform normal services and not provided to owner.

## Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

**A/E Fee Schedule - Building Types**

<b><u>Schedule A</u></b>	<b><u>Schedule B</u></b>	<b><u>Schedule C</u></b>
<b>Facilities with more than average design difficulty:</b>	<b>Facilities with average difficulty:</b>	<b>Projects with less than average design difficulty:</b>
Art galleries Auditoriums (with stage) Communications buildings Courthouses Detention/correctional facilities, maximum Exposition buildings Extended care facilities Fish hatcheries Heating and power plants Hospitals Laboratories (research) Medical office facilities and clinics Mental institutions Museums Observatories Research facilities Sewer treatment plants Special schools Theaters and similar facilities Veterinary hospitals Water treatment plants	Apartment buildings Archive building Armories Auditoriums (without stage) College classroom facilities Computer rooms Convention facilities Day care families Detention/correctional facilities, minimum and medium Dining halls/institutes Dormitories Fire and police stations Gymnasiums Laundry and cleaning facilities Libraries Neighborhood centers and similar recreation facilities Nursing homes Office buildings Recreational building Residences Schools (primary and secondary) Science labs (teaching) Stadiums, multi-purpose Storage facilities, cold Transportation terminals Vocational schools	Civil and utility projects Emergency generator facilities Farm structures Greenhouses Guard towers Industrial buildings without special facilities Parking structures and garages Printing plants Prototype facilities (for any replication of previously designed facility) Service garages Shop and maintenance facilities Simple loft-type structures (without special equipment) Stadiums, grandstand type Warehouses

**EXHIBIT A****A/E FEE SCHEDULE**

<b>MACC</b>	<b>Sch A</b>	<b>Sch B</b>	<b>Sch C</b>	<b>MACC</b>	<b>Sch A</b>	<b>Sch B</b>	<b>Sch C</b>
\$100,000				\$4,100,000	10.40%	8.99%	7.59%
\$200,000				\$4,200,000	10.37%	8.97%	7.57%
\$300,000				\$4,300,000	10.34%	8.94%	7.54%
\$400,000	Basic Services fee amount to be negotiated for projects with a MACC less than \$1,000,000			\$4,400,000	10.32%	8.92%	7.52%
\$500,000				\$4,500,000	10.29%	8.90%	7.50%
\$600,000				\$4,600,000	10.27%	8.87%	7.48%
\$700,000				\$4,700,000	10.24%	8.85%	7.46%
\$800,000				\$4,800,000	10.22%	8.83%	7.44%
\$900,000				\$4,900,000	10.20%	8.81%	7.42%
\$1,000,000	11.75%	10.30%	8.85%	\$5,000,000	10.17%	8.79%	7.40%
\$1,100,000	11.67%	10.22%	8.77%	\$5,100,000	10.15%	8.77%	7.38%
\$1,200,000	11.60%	10.15%	8.70%	\$5,200,000	10.13%	8.75%	7.36%
\$1,300,000	11.53%	10.08%	8.63%	\$5,300,000	10.11%	8.73%	7.35%
\$1,400,000	11.46%	10.01%	8.56%	\$5,400,000	10.09%	8.71%	7.33%
\$1,500,000	11.40%	9.95%	8.50%	\$5,500,000	10.06%	8.69%	7.31%
\$1,600,000	11.34%	9.89%	8.45%	\$5,600,000	10.04%	8.67%	7.29%
\$1,700,000	11.29%	9.84%	8.39%	\$5,700,000	10.02%	8.65%	7.28%
\$1,800,000	11.23%	9.79%	8.34%	\$5,800,000	10.00%	8.63%	7.26%
\$1,900,000	11.18%	9.74%	8.29%	\$5,900,000	9.98%	8.61%	7.24%
\$2,000,000	11.13%	9.69%	8.25%	\$6,000,000	9.96%	8.60%	7.23%
\$2,100,000	11.09%	9.65%	8.20%	\$6,100,000	9.94%	8.58%	7.21%
\$2,200,000	11.04%	9.60%	8.16%	\$6,200,000	9.93%	8.56%	7.20%
\$2,300,000	11.00%	9.56%	8.12%	\$6,300,000	9.91%	8.54%	7.18%
\$2,400,000	10.96%	9.52%	8.08%	\$6,400,000	9.89%	8.53%	7.17%
\$2,500,000	10.92%	9.48%	8.05%	\$6,500,000	9.87%	8.51%	7.15%
\$2,600,000	10.88%	9.44%	8.01%	\$6,600,000	9.85%	8.49%	7.14%
\$2,700,000	10.84%	9.41%	7.98%	\$6,700,000	9.83%	8.48%	7.12%
\$2,800,000	10.80%	9.37%	7.94%	\$6,800,000	9.82%	8.46%	7.11%
\$2,900,000	10.76%	9.34%	7.91%	\$6,900,000	9.80%	8.45%	7.09%
\$3,000,000	10.73%	9.30%	7.88%	\$7,000,000	9.78%	8.43%	7.08%
\$3,100,000	10.70%	9.27%	7.85%	\$7,100,000	9.77%	8.42%	7.07%
\$3,200,000	10.66%	9.24%	7.82%	\$7,200,000	9.75%	8.40%	7.05%
\$3,300,000	10.63%	9.21%	7.79%	\$7,300,000	9.73%	8.39%	7.04%
\$3,400,000	10.60%	9.18%	7.76%	\$7,400,000	9.72%	8.37%	7.03%
\$3,500,000	10.57%	9.15%	7.74%	\$7,500,000	9.70%	8.36%	7.01%
\$3,600,000	10.54%	9.12%	7.71%	\$7,600,000	9.68%	8.34%	7.00%
\$3,700,000	10.51%	9.10%	7.68%	\$7,700,000	9.67%	8.33%	6.99%
\$3,800,000	10.48%	9.07%	7.66%	\$7,800,000	9.65%	8.31%	6.97%
\$3,900,000	10.45%	9.04%	7.63%	\$7,900,000	9.64%	8.30%	6.96%
\$4,000,000	10.42%	9.02%	7.61%	\$8,000,000	9.62%	8.29%	6.95%

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$8,100,000	9.61%	8.27%	6.94%	\$12,100,000	9.11%	7.83%	6.55%
\$8,200,000	9.59%	8.26%	6.93%	\$12,200,000	9.10%	7.82%	6.54%
\$8,300,000	9.58%	8.25%	6.91%	\$12,300,000	9.09%	7.81%	6.53%
\$8,400,000	9.56%	8.23%	6.90%	\$12,400,000	9.08%	7.80%	6.52%
\$8,500,000	9.55%	8.22%	6.89%	\$12,500,000	9.07%	7.79%	6.52%
\$8,600,000	9.53%	8.21%	6.88%	\$12,600,000	9.06%	7.78%	6.51%
\$8,700,000	9.52%	8.19%	6.87%	\$12,700,000	9.05%	7.77%	6.50%
\$8,800,000	9.51%	8.18%	6.86%	\$12,800,000	9.04%	7.76%	6.49%
\$8,900,000	9.49%	8.17%	6.85%	\$12,900,000	9.03%	7.76%	6.49%
\$9,000,000	9.48%	8.16%	6.84%	\$13,000,000	9.02%	7.75%	6.48%
\$9,100,000	9.46%	8.14%	6.83%	\$13,100,000	9.01%	7.74%	6.47%
\$9,200,000	9.45%	8.13%	6.81%	\$13,200,000	9.00%	7.73%	6.46%
\$9,300,000	9.44%	8.12%	6.80%	\$13,300,000	8.99%	7.72%	6.46%
\$9,400,000	9.42%	8.11%	6.79%	\$13,400,000	8.98%	7.71%	6.45%
\$9,500,000	9.41%	8.10%	6.78%	\$13,500,000	8.97%	7.70%	6.44%
\$9,600,000	9.40%	8.09%	6.77%	\$13,600,000	8.96%	7.70%	6.43%
\$9,700,000	9.39%	8.07%	6.76%	\$13,700,000	8.95%	7.69%	6.43%
\$9,800,000	9.37%	8.06%	6.75%	\$13,800,000	8.94%	7.68%	6.42%
\$9,900,000	9.36%	8.05%	6.74%	\$13,900,000	8.93%	7.67%	6.41%
\$10,000,000	9.35%	8.04%	6.73%	\$14,000,000	8.92%	7.66%	6.40%
\$10,100,000	9.33%	8.03%	6.72%	\$14,100,000	8.91%	7.65%	6.40%
\$10,200,000	9.32%	8.02%	6.71%	\$14,200,000	8.90%	7.65%	6.39%
\$10,300,000	9.31%	8.01%	6.70%	\$14,300,000	8.89%	7.64%	6.38%
\$10,400,000	9.30%	8.00%	6.70%	\$14,400,000	8.88%	7.63%	6.38%
\$10,500,000	9.29%	7.99%	6.69%	\$14,500,000	8.88%	7.62%	6.37%
\$10,600,000	9.27%	7.98%	6.68%	\$14,600,000	8.87%	7.61%	6.36%
\$10,700,000	9.26%	7.97%	6.67%	\$14,700,000	8.86%	7.61%	6.36%
\$10,800,000	9.25%	7.95%	6.66%	\$14,800,000	8.85%	7.60%	6.35%
\$10,900,000	9.24%	7.94%	6.65%	\$14,900,000	8.84%	7.59%	6.34%
\$11,000,000	9.23%	7.93%	6.64%	\$15,000,000	8.83%	7.58%	6.34%
\$11,100,000	9.22%	7.92%	6.63%	\$15,100,000	8.82%	7.58%	6.33%
\$11,200,000	9.21%	7.91%	6.62%	\$15,200,000	8.81%	7.57%	6.32%
\$11,300,000	9.19%	7.90%	6.61%	\$15,300,000	8.81%	7.56%	6.32%
\$11,400,000	9.18%	7.89%	6.61%	\$15,400,000	8.80%	7.55%	6.31%
\$11,500,000	9.17%	7.88%	6.60%	\$15,500,000	8.79%	7.55%	6.30%
\$11,600,000	9.16%	7.87%	6.59%	\$15,600,000	8.78%	7.54%	6.30%
\$11,700,000	9.15%	7.87%	6.58%	\$15,700,000	8.77%	7.53%	6.29%
\$11,800,000	9.14%	7.86%	6.57%	\$15,800,000	8.76%	7.52%	6.29%
\$11,900,000	9.13%	7.85%	6.56%	\$15,900,000	8.76%	7.52%	6.28%
\$12,000,000	9.12%	7.84%	6.56%	\$16,000,000	8.75%	7.51%	6.27%

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$16,100,000	8.74%	7.50%	6.27%	\$20,100,000	8.45%	7.25%	6.05%
\$16,200,000	8.73%	7.50%	6.26%	\$20,200,000	8.44%	7.24%	6.04%
\$16,300,000	8.72%	7.49%	6.26%	\$20,300,000	8.43%	7.24%	6.04%
\$16,400,000	8.71%	7.48%	6.25%	\$20,400,000	8.43%	7.23%	6.03%
\$16,500,000	8.71%	7.48%	6.24%	\$20,500,000	8.42%	7.23%	6.03%
\$16,600,000	8.70%	7.47%	6.24%	\$20,600,000	8.41%	7.22%	6.03%
\$16,700,000	8.69%	7.46%	6.23%	\$20,700,000	8.41%	7.21%	6.02%
\$16,800,000	8.68%	7.45%	6.23%	\$20,800,000	8.40%	7.21%	6.02%
\$16,900,000	8.68%	7.45%	6.22%	\$20,900,000	8.39%	7.20%	6.01%
\$17,000,000	8.67%	7.44%	6.21%	\$21,000,000	8.39%	7.20%	6.01%
\$17,100,000	8.66%	7.43%	6.21%	\$21,100,000	8.38%	7.19%	6.00%
\$17,200,000	8.65%	7.43%	6.20%	\$21,200,000	8.38%	7.19%	6.00%
\$17,300,000	8.64%	7.42%	6.20%	\$21,300,000	8.37%	7.18%	5.99%
\$17,400,000	8.64%	7.41%	6.19%	\$21,400,000	8.36%	7.18%	5.99%
\$17,500,000	8.63%	7.41%	6.19%	\$21,500,000	8.36%	7.17%	5.98%
\$17,600,000	8.62%	7.40%	6.18%	\$21,600,000	8.35%	7.16%	5.98%
\$17,700,000	8.61%	7.39%	6.17%	\$21,700,000	8.34%	7.16%	5.97%
\$17,800,000	8.61%	7.39%	6.17%	\$21,800,000	8.34%	7.15%	5.97%
\$17,900,000	8.60%	7.38%	6.16%	\$21,900,000	8.33%	7.15%	5.96%
\$18,000,000	8.59%	7.38%	6.16%	\$22,000,000	8.33%	7.14%	5.96%
\$18,100,000	8.59%	7.37%	6.15%	\$22,100,000	8.32%	7.14%	5.96%
\$18,200,000	8.58%	7.36%	6.15%	\$22,200,000	8.31%	7.13%	5.95%
\$18,300,000	8.57%	7.36%	6.14%	\$22,300,000	8.31%	7.13%	5.95%
\$18,400,000	8.56%	7.35%	6.14%	\$22,400,000	8.30%	7.12%	5.94%
\$18,500,000	8.56%	7.34%	6.13%	\$22,500,000	8.30%	7.12%	5.94%
\$18,600,000	8.55%	7.34%	6.13%	\$22,600,000	8.29%	7.11%	5.93%
\$18,700,000	8.54%	7.33%	6.12%	\$22,700,000	8.28%	7.11%	5.93%
\$18,800,000	8.54%	7.33%	6.12%	\$22,800,000	8.28%	7.10%	5.93%
\$18,900,000	8.53%	7.32%	6.11%	\$22,900,000	8.27%	7.10%	5.92%
\$19,000,000	8.52%	7.31%	6.10%	\$23,000,000	8.27%	7.09%	5.92%
\$19,100,000	8.51%	7.31%	6.10%	\$23,100,000	8.26%	7.09%	5.91%
\$19,200,000	8.51%	7.30%	6.09%	\$23,200,000	8.26%	7.08%	5.91%
\$19,300,000	8.50%	7.30%	6.09%	\$23,300,000	8.25%	7.08%	5.90%
\$19,400,000	8.49%	7.29%	6.08%	\$23,400,000	8.24%	7.07%	5.90%
\$19,500,000	8.49%	7.28%	6.08%	\$23,500,000	8.24%	7.07%	5.90%
\$19,600,000	8.48%	7.28%	6.07%	\$23,600,000	8.23%	7.06%	5.89%
\$19,700,000	8.47%	7.27%	6.07%	\$23,700,000	8.23%	7.06%	5.89%
\$19,800,000	8.47%	7.27%	6.06%	\$23,800,000	8.22%	7.05%	5.88%
\$19,900,000	8.46%	7.26%	6.06%	\$23,900,000	8.22%	7.05%	5.88%
\$20,000,000	8.45%	7.25%	6.05%	\$24,000,000	8.21%	7.04%	5.87%

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$24,100,000	8.20%	7.04%	5.87%	\$28,000,000	8.00%	6.86%	5.72%
\$24,200,000	8.20%	7.03%	5.87%	\$29,000,000	7.96%	6.82%	5.69%
\$24,300,000	8.19%	7.03%	5.86%	\$30,000,000	7.91%	6.78%	5.66%
\$24,400,000	8.19%	7.02%	5.86%	\$31,000,000	7.86%	6.74%	5.62%
\$24,500,000	8.18%	7.02%	5.85%	\$32,000,000	7.82%	6.71%	5.59%
\$24,600,000	8.18%	7.01%	5.85%	\$33,000,000	7.78%	6.67%	5.56%
\$24,700,000	8.17%	7.01%	5.85%	\$34,000,000	7.74%	6.64%	5.53%
\$24,800,000	8.17%	7.00%	5.84%	\$35,000,000	7.70%	6.60%	5.50%
\$24,900,000	8.16%	7.00%	5.84%	\$36,000,000	7.66%	6.57%	5.48%
\$25,000,000	8.16%	6.99%	5.83%	\$37,000,000	7.62%	6.54%	5.45%
\$25,100,000	8.15%	6.99%	5.83%	\$38,000,000	7.59%	6.51%	5.42%
\$25,200,000	8.14%	6.99%	5.83%	\$39,000,000	7.55%	6.47%	5.40%
\$25,300,000	8.14%	6.98%	5.82%	\$40,000,000	7.52%	6.45%	5.37%
\$25,400,000	8.13%	6.98%	5.82%	\$41,000,000	7.48%	6.42%	5.35%
\$25,500,000	8.13%	6.97%	5.82%	\$42,000,000	7.45%	6.39%	5.32%
\$25,600,000	8.12%	6.97%	5.81%	\$43,000,000	7.42%	6.36%	5.30%
\$25,700,000	8.12%	6.96%	5.81%	\$44,000,000	7.39%	6.33%	5.28%
\$25,800,000	8.11%	6.96%	5.80%	\$45,000,000	7.36%	6.31%	5.26%
\$25,900,000	8.11%	6.95%	5.80%	\$46,000,000	7.33%	6.28%	5.24%
\$26,000,000	8.10%	6.95%	5.80%	\$47,000,000	7.30%	6.26%	5.21%
\$26,100,000	8.10%	6.94%	5.79%	\$48,000,000	7.27%	6.23%	5.19%
\$26,200,000	8.09%	6.94%	5.79%	\$49,000,000	7.24%	6.21%	5.17%
\$26,300,000	8.09%	6.94%	5.78%	\$50,000,000	7.21%	6.18%	5.15%
\$26,400,000	8.08%	6.93%	5.78%	\$51,000,000	7.19%	6.16%	5.13%
\$26,500,000	8.08%	6.93%	5.78%	\$52,000,000	7.16%	6.14%	5.12%
\$26,600,000	8.07%	6.92%	5.77%	\$53,000,000	7.13%	6.12%	5.10%
\$26,700,000	8.07%	6.92%	5.77%	\$54,000,000	7.11%	6.09%	5.08%
\$26,800,000	8.06%	6.91%	5.77%	\$55,000,000	7.08%	6.07%	5.06%
\$26,900,000	8.06%	6.91%	5.76%	\$56,000,000	7.06%	6.05%	5.04%
\$27,000,000	8.05%	6.91%	5.76%	\$57,000,000	7.03%	6.03%	5.03%
				\$58,000,000	7.01%	6.01%	5.01%
				\$59,000,000	6.99%	5.99%	4.99%
				\$60,000,000	6.96%	5.97%	4.98%

**SCHEDULE A** =  $90 / (625 + (\text{MACC} / (5357/2418)) ^ 0.38)$

**SCHEDULE B** =  $(\text{SCHEDULE A} + \text{SCHEDULE C}) / 2$

**SCHEDULE C** =  $(9.03 / (57.3 + (\text{MACC} / (5357/2418))^0.25)) - 0.02$



TCF ARCHITECTURE, pllc

**CITY OF TUMWATER**  
**NEW OPERATIONS AND MAINTENANCE FACILITY**

**ATTACHMENT B**  
**FEE SCHEDULE**

### **BASIC SERVICES - New Operations and Maintenance Facility**

#### **Basis of Fee Calculations**

**Fee Methodology:** The fees below are organized into two categories: Basic Services and Additional Services. **Basic Services** are those services provided by the Architect, Structural Engineer, the Mechanical/Electrical Engineer and Civil Engineering for the primary building and site design and normal building and site systems. Fees for the Basic Services are proposed as a percentage of construction cost, or, the MACC ("Maximum Allowable Construction Cost"). **Additional Services** are in addition to Basic Services and include, but are not limited to, civil engineering not considered "normal" and other site-related disciplines (such as surveying, landscape architecture, and geotechnical engineering), specialty equipment shops and fleet maintenance consulting, special building system consulting (security, data/comm, audio-visual), and other specialty system services. This fee methodology closely follows the WA State Office of Financial Management (OFM) guidelines for determining Architect/Engineering fees for public works building projects.

Description	Area Qty	Unit	Unit Cost Per SF	Subtotal MACC	Fee % (Basic Services)	Estimated Fee	Remarks
				Estimate by the City	AE Fee Sched	Basic Services	July 2015 WA State OFM Fee Schedule
<b>BUILDINGS</b>							
Administration & Operations Building (Building A)	8,000			\$5,314,323	6.92%	<b>\$367,533</b>	Schedule B
Fleet Maintenance Building (Building B)	13,000			\$4,752,192	5.77%	<b>\$274,093</b>	Schedule C (not including maintenance equipment costs)
Enclosed Shops Building and Canopy Building (Building C)	13,600			\$4,115,649	5.77%	<b>\$237,379</b>	Schedule C (not including shop equipment costs)
Enclosed Storage Building (Building D)	10,400			\$2,833,147	5.77%	<b>\$163,408</b>	Schedule C
Fuel and Wash Canopy (Building E)	3,500			\$812,338	8.06%	<b>\$65,507</b>	Schedule A (not including fuel or wash equipment costs, \$300,000)
Material Storage Canopy (Building F)	10,900			\$2,098,099	5.77%	<b>\$121,013</b>	Schedule C
Vehicle Storage Canopy (Building G)	4,800			\$858,496	5.77%	<b>\$49,516</b>	Schedule C
Site (excludes frontage improvements)				\$5,970,889	5.77%	<b>\$344,385</b>	Schedule C
<b>TOTAL SITE, BLDG MACC AND BASIC SERVICES EST.</b>				<b>\$26,755,133</b>		<b>\$1,622,834</b>	Based on Estimate provided by the City

#### **BASIC SERVICES - Distribution of Fees by Phase**

Schematic Design	18.00%	\$292,110
Design Development	20.00%	\$324,567
Construction Documents	31.00%	\$503,079
Bidding	2.00%	\$32,457
Construction Administration / Close-out	29.00%	\$470,622
<b>TOTAL BASIC SERVICES FEES</b>	<b>100.00%</b>	<b>\$1,622,834</b>

### **ADDITIONAL SERVICES**

	Consultant Labor Fees	Add'l Services Subtotals	Remarks
<b>EXTRA AND OTHER SERVICES (T &amp; M)</b>			
<b>AS-0 Architecture - TCF Architecture, pllc</b>	<b>\$62,400</b>	<b>\$62,400.00</b>	See Also - Reimbursable Expenses Below
Conformed Drawings (optional)	\$9,360		Post Bidding, Extra Services
Record Drawings (optional)	\$15,280		Post Construction, Extra Services
Renderings / Special Graphics (optional)	\$37,760		Assumed to span SD and DD design phases, Extra Services
<b>AS-1 Structural Engineering - AHBL</b>	<b>\$8,000</b>	<b>\$8,000.00</b>	See Also - Reimbursable Expenses Below
Conformed Drawings (optional)	\$3,000		Post Bidding, Extra Services
Record Drawings (optional)	\$5,000		Post Construction, Extra Services
<b>AS-2 MEP Engineering - BCE Engineers</b>	<b>\$161,728</b>	<b>\$161,728.00</b>	See Also - Reimbursable Expenses Below
Conformed Drawings (optional)	\$2,752		Post Bidding, Extra Services
Record Drawings (optional)	\$5,504		Post Construction, Extra Services
Security, Access Control, CCTV	\$12,124		Other Services
Sound System/AV Design	\$7,266		Other Services
WSEC	\$33,104		Other Services
Specialty fleet/ shops equipment MEP Coord	\$10,464		Other Services
Fuel system design	\$28,200		Other Services
Vehicle wash and reclaim design	\$16,325		Other Services
Vehicle charging design	\$15,968		Other Services
Fire protection routing coord (optional)	\$4,122		Extra Services
Whole site generator design	\$10,123		Other Services
Lube system design	\$15,776		Other Services
<b>AS-3 Specialty Equipment Planning Services - FPS</b>	<b>\$120,400</b>	<b>\$120,400.00</b>	See Also - Reimbursable Expenses Below
Schematic Design	\$28,400		Other Services
Design Development	\$27,600		Other Services
Construction Documents	\$34,700		Other Services
Bidding	\$5,300		Other Services
Construction Administration Services	\$24,400		Other Services

TCF ARCHITECTURE, pllc

**CITY OF TUMWATER**  
**NEW OPERATIONS AND MAINTENANCE FACILITY**

**ATTACHMENT B**  
**FEE SCHEDULE**

<b>AS-4 Civil Engineering - SCJ Alliance</b>	<b>\$144,000</b>	<b>\$144,000.00</b>	See Also - Reimbursable Expenses Below
Schematic Design	\$9,000		Other Services
Design Development	\$63,000		Other Services
Construction Documents	\$49,000		Other Services
Bidding	\$4,500		Other Services
Conformed Drawings (optional)	\$2,000		Other Services
Construction Administration Services	\$13,500		Other Services
Record Drawings (optional)	\$3,000		Other Services
<b>AS-5 Landscape Architecture - Lyon</b>	<b>\$28,200</b>	<b>\$28,200.00</b>	See Also - Reimbursable Expenses Below
Project Management	\$6,300		Other Services
Schematic Design	\$4,500		Other Services
Design Development	\$6,900		Other Services
Construction Documents	\$9,300		Other Services
Bidding	\$0		City requested to remove, City will take this scope on
Conformed Drawings (optional)	\$1,200		Extra Services
Construction Administration Services	\$0		City requested to remove, City will take this scope on
<b>AS-6 Acoustical Engineering - Tenor (TMC Required Environmental Noise Study)</b>	<b>\$2,750</b>	<b>\$2,750.00</b>	See Also - Reimbursable Expenses Below
Schematic Design	\$1,500		Other Services
Construction Documents	\$1,250		Other Services
<b>AS-7 Geotech - Terracon</b>	<b>\$52,543</b>	<b>\$52,543.00</b>	See Also - Reimbursable Expenses Below
Geotech Investigation	\$52,543		Other Services
<b>SUBTOTAL ADDITIONAL SERVICES</b>	<b>\$580,021</b>	<b>\$580,021</b>	
TCF Mark-up on Consultant Additional Services	10.00%	\$51,762	Does not include mark-up on TCF's additional services
<b>TOTAL DESIGN SERVICES THROUGH CONSTRUCTION</b>		<b>\$2,254,617</b>	

**REIMBURSABLE EXPENSES BUDGETS**

<b>TCF</b>	\$1,500.00	Mileage above basic services, printing as requested by City, other reimbursables can be added as requested by the City
<b>Sub - Consultant's Reimbursables Budgets</b>		
AHBL	\$0.00	
BCE	\$500.00	above basic services
FPS	\$1,000.00	
SCJ Alliance	\$1,000.00	above basic services
Lyon Landscape	\$0.00	
Tenor	\$0.00	
Terracon	\$0.00	
Subtotal Consultant Reimbursables	\$2,500.00	
TCF Mark-up on Reimbursables	0.00%	\$0.00
<b>Budget for approved direct expenses</b>	<b>\$4,000</b>	As incurred

**MANAGEMENT RESERVE FUND (MRF)**

<b>Management Reserve Fund</b>	<b>\$191,383</b>	
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The Management Reserve Fund is established to provide the City with contingency funds for use in employing additional consulting services as project needs may demand. This is a recommended number for budgeting purposes, but not required. Use of the fund requires City authorization.

<b>GRAND TOTAL</b>	<b>\$2,450,000</b>	
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**ASSUMPTIONS AND EXCLUSIONS**

**Consultants:** Limited to those included above. Other consultants and services may be added at a future time by amendment as needed unless considered a basic service in the OFM guidelines.

**Plan Review and Permitting Costs/Fees:** Building plan and permitting fees, special use permit fees, agency legal costs, and other agency-related fees/costs are NOT included.

**Consultant Exclusions:** Refer to separate consultant proposals for specific exclusions. OFM guidelines will control in the event exclusions conflict.

**Sustainability Certification:** The project is not pursuing LEED certification or other environmental stewardship certifications.

**Bid Document Printing and Distribution:** Costs for printing Bid Documents (drawings, project manuals, addenda), are not included aligning with OFM guidelines.

**Furniture:** Furniture design, layout and procurement is not part of this scope but can be added as an additional service if requested by the City

**Commissioning:** Not included as part of this scope. TCF would prefer the City brings this on. We can coordinate as we get closer to construction.

**Environmental Study:** Previous environmental studies have been completed by the City, it is assumed these are still valid. No environmental studies are included with this scope.

# CITY OF TUMWATER

## Operations and Maintenance Facility

### ADDITIONAL SERVICES

AS NO.	ADDITIONAL SERVICES PROJECT TASKS	TCF ARCHITECTURE		
		Principal	Sr. Architect	Architect
AS-0.1 Conformed Drawings (Optional)				
	Prep and Coordination	2	16	48
	ESTIMATED HOURS	2	16	48
	HOURLY RATE	\$240.00	\$180.00	\$125.00
	ESTIMATED FEES	\$480.00	\$2,880.00	\$6,000.00
	SUBTOTAL	\$9,360.00		
AS-0.2 Record Drawings (Optional)				
	Prep and Coordination	4	24	80
	ESTIMATED HOURS	4	24	80
	HOURLY RATE	\$240.00	\$180.00	\$125.00
	ESTIMATED FEES	\$960.00	\$4,320.00	\$10,000.00
	SUBTOTAL	\$15,280.00		
AS-0.3 Renderings / Special Graphics (Optional)				
	3D and Plan Rendering Development	8	88	160
	ESTIMATED HOURS	8	88	160
	HOURLY RATE	\$240.00	\$180.00	\$125.00
	ESTIMATED FEES	\$1,920.00	\$15,840.00	\$20,000.00
	SUBTOTAL	\$37,760.00		

**NON-DISCRIMINATION IN BENEFITS AFFIDAVIT**

(Must Be Completed for All Bids in Excess of \$50,000.00)

State of Washington )

County of Pierce ) ss  
)

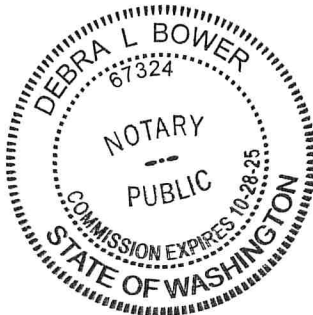
Chapter 3.46 of the Tumwater Municipal Code provides for non-discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse by contractors providing supplies or services to the city estimated to cost fifty thousand dollars (\$50,000) or more.

Mark Hurley, being first duly sworn, on their oath, states that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby certifies that TCF Architecture is in compliance  
(Name of Firm)  
with TMC 3.46.

Signed

Mark Hurley  
Type/Print Name

Subscribed and sworn to before me this 7<sup>th</sup> day of June, 2023.



Debra L. Bower  
Debra L. Bower  
Type/Print Name

Notary Public in and for the State of  
Washington.

My commission expires 10/28/25.