AGREEMENT
BETWEEN
CITY OF YAKIMA, WASHINGTON
AND
ALSC ARCHITECTS

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on this _____ day of April, 2019, by and between the City of Yakima, Washington, a municipal corporation with its principal office at 129 North Second Street, Yakima, WA 98901, hereinafter referred to as "CITY", and ALSC Architects with its principal office at 203 N Washington, Suite 400, Spokane, WA 99201, hereinafter referred to as "ARCHITECT"; said corporation is licensed and registered to do business in the State of Washington, and will provide design services under this Agreement for Yakima Center North Expansion on behalf of the City of Yakima, Project No. 11903Q, herein referred to as the "PROJECT."

WITNESSETH:

RECITALS

WHEREAS, CITY desires to retain the ARCHITECT to provide Architecture services for design and construction of the PROJECT, as described in this Agreement and subsequent Amendments thereto; and

WHEREAS, ARCHITECT represents that it has available and offers to provide personnel with knowledge and experience necessary to satisfactorily accomplish the work within the required time and that it has no conflicts of interest prohibited by law from entering into this Agreement;

NOW, THEREFORE, CITY and ARCHITECT agree as follows:

SECTION 1 INCORPORATION OF RECITALS

1.1 The above recitals are incorporated into these operative provisions of the Agreement.

SECTION 2 SCOPE OF SERVICES

2.0.1 ARCHITECT agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of ARCHITECT shall not be construed to exceed those services specifically set forth herein.

2.0.2 ARCHITECT shall use its best efforts to maintain continuity in personnel and shall assign, Rustin Hall as Principal-in-Charge throughout the term of this Agreement unless other personnel are approved by the CITY.

2.1 Basic Services: ARCHITECT agrees to perform those tasks described in **Exhibit A**, entitled “Scope of Work Proposal” (WORK) which is attached hereto and made a part of this Agreement as if fully set forth herein.

2.2 Additional Services: CITY and ARCHITECT agree that not all WORK to be performed by ARCHITECT can be defined in detail at the time this Agreement is executed, and that additional WORK related to the Project and not covered in Exhibit A may be needed during performance of this Agreement. CITY may, at any time, by written order, direct the ARCHITECT to revise portions

of the PROJECT WORK previously completed in a satisfactory manner, delete portions of the PROJECT, or request that the ARCHITECT perform additional WORK beyond the scope of the PROJECT WORK. Such changes hereinafter shall be referred to as "Additional Services."

2.2.1 If such Additional Services cause an increase or decrease in the ARCHITECT'S cost of, or time required for, performance of any services under this Agreement, a formal price and/or completion time adjustment pursuant to this Agreement shall be made and this Agreement shall be modified in writing accordingly.

2.2.2 Compensation for each such request for Additional Services shall be negotiated by the CITY and the ARCHITECT according to the Additional Services Compensation provisions set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and if so authorized, shall be considered part of the PROJECT WORK. The ARCHITECT shall not perform any Additional Services until so authorized by CITY and agreed to by the ARCHITECT in writing.

2.3 The ARCHITECT must assert any claim for adjustment in writing within thirty (30) days from the date of the ARCHITECT's receipt of the written notification of change.

SECTION 3 CITY'S RESPONSIBILITIES

3.1 CITY-FURNISHED DATA: The CITY will provide to the ARCHITECT all technical data in the CITY'S possession relating to the ARCHITECT'S services on the PROJECT including information on any pre-existing conditions known to the CITY that constitute hazardous waste contamination on the PROJECT site as determined by an authorized regulatory agency.

3.2 ACCESS TO FACILITIES AND PROPERTY: The CITY will make its facilities reasonably accessible to ARCHITECT as required for ARCHITECT'S performance of its services and will provide labor and safety equipment as reasonably required by ARCHITECT for such access.

3.3 TIMELY REVIEW: The CITY will examine the ARCHITECT'S studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner. Such examinations and decisions, however, shall not relieve the ARCHITECT of any contractual obligations nor of its duty to render professional services meeting the standards of care for its profession.

3.4 CITY shall appoint a CITY'S Representative with respect to WORK to be performed under this Agreement. CITY'S Representative shall have complete authority to transmit instructions and receive information. ARCHITECT shall be entitled to reasonably rely on such instructions made by the CITY'S Representative unless otherwise directed in writing by the CITY, but ARCHITECT shall be responsible for bringing to the attention of the CITY'S Representative any instructions which the ARCHITECT believes are inadequate, incomplete, or inaccurate based upon the ARCHITECT'S knowledge.

3.5 Any documents, services, and reports provided by the CITY to the ARCHITECT are available solely as additional information to the ARCHITECT and will not relieve the ARCHITECT of its duties and obligations under this Agreement or at law. The ARCHITECT shall be entitled to reasonably rely upon the accuracy and the completeness of such documents, services and reports, but shall be responsible for exercising customary professional care in using and reviewing such documents, services, and reports and drawing conclusions there from.

SECTION 4 AUTHORIZATION, PROGRESS, AND COMPLETION

4.1 In signing this Agreement, CITY grants ARCHITECT specific authorization to proceed with WORK described in Exhibit A. The time for completion is defined in Exhibit A, or as amended.

SECTION 5 COMPENSATION

5.1 COMPENSATION: For the services described in **Exhibit A**, compensation shall be according to **Exhibit B**, attached hereto and incorporated herein by this reference, on a time spent basis plus reimbursement for direct non-salary expenses.

5.1.1 DIRECT NON-SALARY EXPENSES: Direct Non-Salary Expenses are those costs incurred on or directly for the PROJECT including, but not limited to, necessary transportation costs, including current rates for ARCHITECT'S vehicles; meals and lodging; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with other outside nonprofessional services and facilities; special CITY-requested and PROJECT-related insurance and performance warranty costs; and other similar costs. Reimbursement for Direct Non-Salary Expenses will be on the basis of actual charges plus a reasonable markup, not to exceed ten percent (10%) and on the basis of current rates when furnished by ARCHITECT. Estimated Direct Non-Salary Expenses are shown in **Exhibit B**.

5.1.1.1 Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by employees of the ARCHITECT and each of the Subconsultants in connection with PROJECT WORK; provided, as follows:

- That a maximum of U.S. INTERNAL REVENUE SERVICE allowed cents per mile will be paid for the operation, maintenance, and depreciation costs of company or individually owned vehicles for that portion of time they are used for PROJECT WORK. ARCHITECT, whenever possible, will use the least expensive form of ground transportation.
- That reimbursement for meals inclusive of tips shall not exceed a maximum of forty dollars ($40) per day per person. This rate may be adjusted on a yearly basis.
- That accommodation shall be at a reasonably priced hotel/motel.
- That air travel shall be by coach class, and shall be used only when absolutely necessary.

5.1.2 Telephone charges, computer charges, in-house reproduction charges, first class postage, and FAX charges are not included in the direct expense costs, but are considered included in the Schedule of Specific Hourly Billing Rates.

5.1.3 Professional Subconsultants. Professional Subconsultants are those costs for engineering, architecture, geotechnical services and similar professional services approved by the CITY. Reimbursement for Professional Subconsultants will be on the basis of actual costs billed plus a reasonable markup, not to exceed ten percent (10%) for services provided to the CITY through this Agreement. Estimated Subconsultant costs are included in **Exhibit B**.

5.2 Unless specifically authorized in writing by the CITY, the total budgetary amount for this PROJECT shall not exceed One Million, two hundred and six thousand, three hundred and seventy-five Dollars

($1,206,375.00) (plus any CITY approved contingency funds). The ARCHITECT will make reasonable efforts to complete the WORK within the budget and will keep CITY informed of progress toward that end so that the budget or WORK effort can be adjusted if found necessary. The ARCHITECT is not obligated to incur costs beyond the indicated budget, as may be adjusted, nor is the CITY obligated to pay the ARCHITECT beyond these limits. When any budget has been increased, the ARCHITECT'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase, and provided that the CITY was informed in writing at the time such costs were incurred.

5.3 The ARCHITECT shall submit to the CITY's Representative an invoice each month for payment for PROJECT services completed through the accounting cut-off day of the previous month. Such invoices shall be for PROJECT services and WORK performed and costs incurred prior to the date of the invoice and not covered by previously submitted invoices. The ARCHITECT shall submit with each invoice a summary of time expended on the PROJECT for the current billing period, copies of Subconsultant invoices, and any other supporting materials determined by the CITY necessary to substantiate the costs incurred. CITY will use its best efforts to pay such invoices within thirty (30) days of receipt and upon approval of the WORK done and amount billed. CITY will notify the ARCHITECT promptly if any problems are noted with the invoice. CITY may question any item in an invoice, noting to ARCHITECT the questionable item(s) and withholding payment for such item(s). The ARCHITECT may resubmit such item(s) in a subsequent invoice together with additional supporting information required.

5.4 If payment is not made within sixty (60) days following receipt of approved invoices, interest on the unpaid balance shall accrue beginning with the sixty-first (61) day at the rate of 1.0% per month or the maximum interest rate permitted by law, whichever is less; provided, however, that no interest shall accrue pursuant to Chapter 39.76 RCW when before the date of timely payment a notice of dispute is issued in good faith by the CITY to the ARCHITECT pursuant to the terms of RCW 39.76.020(4).

5.5 Final payment of any balance due the ARCHITECT for PROJECT services will be made within forty-five (45) days after satisfactory completion of the services required by this Agreement as evidenced by written acceptance by CITY and after such audit or verification as CITY may deem necessary and execution and delivery by the ARCHITECT of a release of all known payment claims against CITY arising under or by virtue of this Agreement, other than such payment claims, if any, as may be specifically exempted by the ARCHITECT from the operation of the release in stated amounts to be set forth therein.

5.6 Payment for any PROJECT services and WORK shall not constitute a waiver or release by CITY of any claims, right, or remedy it may have against the ARCHITECT under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by CITY of any failure or fault of the ARCHITECT to satisfactorily perform the PROJECT WORK as required under this Agreement.

SECTION 6 RESPONSIBILITY OF ARCHITECT

6.1 The ARCHITECT shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, design, drawings, specifications, reports, and other services furnished by the ARCHITECT under this Agreement. The ARCHITECT shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, reports, and other services. The

ARCHITECT shall perform its WORK according to generally accepted civil design standards of care and consistent with achieving the PROJECT WORK within budget, on time, and in compliance with applicable laws, regulations, and permits.

6.2 CITY'S review or approval of, or payment for, any plans, drawings, designs, specifications, reports, and incidental WORK or services furnished hereunder shall not in any way relieve the ARCHITECT of responsibility for the technical adequacy, completeness, or accuracy of its WORK and the PROJECT WORK. CITY'S review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.

6.3 In performing WORK and services hereunder, the ARCHITECT and its Subcontractors, Subconsultants, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of CITY in any manner whatsoever. The ARCHITECT shall not hold itself out as, nor claim to be, an officer or employee of CITY by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of CITY. The ARCHITECT shall be solely responsible for any claims for wages or compensation by ARCHITECT employees, agents, and representatives, including Subconsultants and Subcontractors, and shall save and hold CITY harmless therefrom.

6.4 INDEMNIFICATION:

(a) ARCHITECT agrees to defend, indemnify, and hold harmless the CITY, its elected officials, agents, officers, employees, agents and volunteers (hereinafter “parties protected”) from (1) claims, demands, liens, lawsuits, administrative and other proceedings,(including reasonable costs and attorney’s fees) and (2) judgments, awards, losses, liabilities, damages, penalties, fines, costs and expenses of any kind claimed by third parties arising out of, or related to any death, injury, damage or destruction to any person or any property to the extent caused by any negligent act, action, default, error or omission or willful misconduct arising out of the ARCHITECT’s performance under this Agreement. In the event that any lien is placed upon the CITY’s property or any of the CITY’s officers, employees or agents as a result of the negligence or willful misconduct of the ARCHITECT, the ARCHITECT shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

(b) CITY agrees to indemnify and hold the ARCHITECT harmless from loss, cost, or expense of any kind claimed by third parties, including without limitation such loss, cost, or expense resulting from injuries to persons or damages to property, caused solely by the negligence or willful misconduct of the CITY, its employees, or agents in connection with the PROJECT.

(c) If the negligence or willful misconduct of both the ARCHITECT and the CITY (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between the ARCHITECT and the CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

(d) Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

6.5 In any and all claims by an employee of the ARCHITECT, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the ARCHITECT or a Subcontractor under workers' or Workmans' Compensation acts, disability benefit acts, or other employee benefit acts. The ARCHITECT specifically and expressly waives its immunity under the Industrial Insurance Act, Title 51, RCW. Such waiver has been mutually negotiated by the ARCHITECT and the CITY.

6.6 It is understood that any resident architecture design or inspection provided by ARCHITECT is for the purpose of determining compliance with the technical provisions of PROJECT specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. ARCHITECT does not assume responsibility for methods or appliances used by a contractor, for a contractor's safety programs or methods, or for compliance by contractors with laws and regulations. CITY shall use its best efforts to ensure that the construction contract requires that the contractor(s) indemnify and name CITY, the CITY'S and the ARCHITECT'S officers, principals, employees, agents, and representatives, as additional insureds on contractor's insurance policies covering PROJECT, exclusive of insurance for ARCHITECT professional liability.

6.7 SUBSURFACE INVESTIGATIONS: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observation, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ARCHITECT, to the extent that ARCHITECT has exercised the applicable and appropriate standard of professional care and judgment in such investigations.

SECTION 7 PROJECT SCHEDULE AND BUDGET

7.1 The general PROJECT schedule and the budget for both the entire PROJECT and its component tasks shall be as set forth in this Agreement and attachments. The project schedule and performance dates for the individual tasks shall be mutually agreed to by the CITY and the ARCHITECT within fifteen (15) days after execution of this Agreement. The performance dates and budgets for tasks may be modified only upon written agreement of the parties hereto. The performance date for tasks and the completion date for the entire PROJECT shall not be extended, nor the budget increased because of any unwarranted delays attributable to the ARCHITECT, but may be extended or increased by the CITY in the event of a delay caused by special services requested by the CITY or because of unavoidable delay caused by any governmental action or other conditions beyond the control of the ARCHITECT which could not be reasonably anticipated.

7.2 Not later than the tenth (10) day of each calendar month during the performance of the PROJECT, the ARCHITECT shall submit to the CITY'S Representative a copy of the current schedule and a written narrative description of the WORK accomplished by the ARCHITECT and Subconsultants on each task, indicating a good faith estimate of the percentage completion thereof on the last day of the previous month. Additional oral or written reports shall be prepared at the request of the CITY for presentation to other governmental agencies and/or to the public.

SECTION 8 REUSE OF DOCUMENTS

8.1 All internal WORK products of the ARCHITECT are instruments or service of this PROJECT. There shall be no reuse, change, or alteration by the CITY or others acting through or on behalf of the CITY without written permission of the ARCHITECT, which shall not be unreasonably withheld and will be at the CITY's sole risk. The CITY agrees to indemnify the ARCHITECT and its officers, employees, Subcontractors, and affiliated corporations from all claims, damages, losses, and costs including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration; provided, however, that the ARCHITECT will not be indemnified for such claims, damages, losses, and costs including, without limitation, litigation expenses and attorney fees were caused by the ARCHITECT's own negligent acts or omissions.

8.2 The ARCHITECT agrees that ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes, and other WORK submitted or which are specified to be delivered under this Agreement or which are developed or produced and paid for under this Agreement, whether or not complete, shall be vested in the CITY.

8.3 All rights to patents, trademarks, copyrights, and trade secrets owned by ARCHITECT (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said Intellectual Property during the performance of the WORK remain the property of ARCHITECT, and ARCHITECT does not grant CITY any right or license to such Intellectual Property.

SECTION 9 AUDIT AND ACCESS TO RECORDS

9.1 The ARCHITECT, including its Subconsultants, shall maintain books, records, documents and other evidence directly pertinent to performance of the WORK under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY, or the CITY'S duly authorized representative, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying for a period of three years after completion of the PROJECT. The CITY shall also have access to such books, records, and documents during the performance of the PROJECT WORK, if deemed necessary by the CITY, to verify the ARCHITECT'S WORK and invoices.

9.2 Audits conducted pursuant to this section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

9.3 The ARCHITECT agrees to the disclosure of all information and reports resulting from access to records pursuant to this section provided that the ARCHITECT is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments, if any, of the ARCHITECT.

9.4 The ARCHITECT shall ensure that the foregoing paragraphs are included in each subcontract for WORK on the Project.

9.5 Any charges of the ARCHITECT paid by the CITY which are found by an audit to be inadequately substantiated shall be reimbursed to the CITY.

SECTION 10 INSURANCE

10.1 At all times during performance of the Services, ARCHITECT shall secure and maintain in effect insurance to protect the CITY and the ARCHITECT from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement. ARCHITECT shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The CITY reserves the rights to require higher limits should it deem it necessary in the best interest of the public. If ARCHITECT carries higher coverage limits than the limits stated below, such higher limits shall be shown on the Certificate of Insurance and Endorsements and CITY shall be named as an additional insured for such higher limits.

10.1.1 **Commercial General Liability Insurance.** Before this Agreement is fully executed by the parties, ARCHITECT shall provide the CITY with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars ($2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the CITY, its elected officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar-days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

10.1.2 **Commercial Automobile Liability Insurance.**

a. If ARCHITECT owns any vehicles, before this Agreement is fully executed by the parties, ARCHITECT shall provide the CITY with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.

b. If ARCHITECT does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may be added to the commercial liability coverage at the same limits as required in that section of this Agreement, which is Section 10.1.1 entitled "Commercial General Liability Insurance".

c. Under either situation described above in Section 10.1.2.a. and Section 10.1.2.b., the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the CITY, its elected officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar-days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

10.1.3 Statutory workers' compensation and employer's liability insurance as required by state law.

10.1.4 **Professional Liability Coverage.** Before this Agreement is fully executed by the parties, ARCHITECT shall provide the CITY with a certificate of insurance as proof of professional liability coverage with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars ($2,000,000.00) per claim, and Two Million Dollars ($2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar-days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this Agreement.

Failure of either or all of the additional insureds to report a claim under such insurance shall not prejudice the rights of the CITY, its officers, employees, agents, and representatives there under. The CITY and the CITY'S elected officials, officers, principals, employees, representatives, and agents shall have no obligation for payment of premiums because of being named as additional insureds under such insurance. None of the policies issued pursuant to the requirements contained herein shall be canceled, allowed to expire, or changed in any manner that affects the rights of the CITY until thirty (30) days after written notice to the CITY of such intended cancellation, expiration or change.

SECTION 11 SUBCONTRACTS

11.1 ARCHITECT shall be entitled, to the extent determined appropriate by ARCHITECT, to subcontract any portion of the WORK to be performed under this Agreement.

11.2 Any Subconsultants or Subcontractors to the ARCHITECT utilized on this PROJECT, including any substitutions thereof, will be subject to prior approval by CITY, which approval shall not be unreasonably withheld. Each subcontract shall be subject to review by the CITY'S Representative, if requested, prior to the Subconsultant or Subcontractor proceeding with the WORK. Such review shall not constitute an approval as to the legal form or content of such subcontract. The ARCHITECT shall be responsible for the performance, acts, and omissions of all persons and firms performing subcontract WORK.

11.3 CITY does not anticipate ARCHITECT subcontracting with any additional persons or firms for the purpose of completing this Agreement.

11.4 The ARCHITECT shall submit, along with its monthly invoices, a description of all WORK completed by Subconsultants and Subcontractors during the preceding month and copies of all invoices thereto.

SECTION 12 ASSIGNMENT

12.1 This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by CITY or ARCHITECT without prior written consent of the other, which consent will not be unreasonably withheld. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

SECTION 13 INTEGRATION

13.1 This Agreement represents the entire understanding of CITY and ARCHITECT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

SECTION 14 JURISDICTION AND VENUE

14.1 This Agreement shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this Agreement shall be in Washington State. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect. Venue of all disputes arising under this Agreement shall be Yakima County, State of Washington.

SECTION 15 EQUAL EMPLOYMENT and NONDISCRIMINATION

15.1 During the performance of this Agreement, ARCHITECT and ARCHITECT's Subconsultants and Subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. ARCHITECT agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

SECTION 16 SUSPENSION OF WORK

16.1 CITY may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond CITY'S control are interfering with normal progress of the WORK. ARCHITECT may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond ARCHITECT's control are interfering with normal progress of the WORK. ARCHITECT may suspend WORK on PROJECT in the event CITY does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the WORK shall be extended by the number of days WORK is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate WORK on the suspended portion of Project in accordance with SECTION 17.

SECTION 17 TERMINATION OF WORK

17.1 Either party may terminate this Agreement, in whole or in part, if the other party materially breaches its obligations under this Agreement and is in default through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1) not less than fifteen (15) calendar-days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation and for cure with the terminating party before termination. Notice shall be considered issued within seventy-two (72) hours of mailing by certified mail to the place of business of either party as set forth in this Agreement.

17.2 In addition to termination under subsection 17.1 of this Section, CITY may terminate this Agreement for its convenience, in whole or in part, provided the ARCHITECT is given: (1) not less than fifteen (15) calendar-days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation with CITY before termination.

17.3 If CITY terminates for default on the part of the ARCHITECT, an adjustment in the Agreement price pursuant to the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other WORK, and (2) any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs or damages CITY has incurred, or is likely to incur, because of the ARCHITECT'S breach. In such event, CITY shall consider the amount of WORK originally required which was satisfactorily completed to date of termination, whether that WORK is in a form or of a type which is usable and suitable to CITY at the date of termination and the cost to CITY of completing the WORK itself or of employing another firm to complete it. Under no circumstances shall payments made under this provision exceed the Agreement price. In the event of default, the ARCHITECT agrees to pay CITY for any and all damages, costs, and expenses whether directly, indirectly, or consequentially caused by said default. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by Agreement retainage or other withheld payments.

17.4 If the ARCHITECT terminates for default on the part of CITY or if CITY terminates for convenience, the adjustment pursuant to the Agreement shall include payment for services satisfactorily performed to the date of termination, in addition to termination settlement costs the ARCHITECT reasonably incurs relating to commitments which had become firm before the termination, unless CITY determines to assume said commitments.

17.5 Upon receipt of a termination notice under subsections 17.1 or 17.2 above, the ARCHITECT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to CITY all originals of data, drawings, specifications, calculations, reports, estimates, summaries, and such other information, documents, and materials as the ARCHITECT or its Subconsultants may have accumulated or prepared in performing this Agreement, whether completed or in progress, with the ARCHITECT retaining copies of the same.

17.6 Upon termination under any subparagraph above, CITY reserves the right to prosecute the WORK to completion utilizing other qualified firms or individuals; provided, the ARCHITECT shall have no responsibility to prosecute further WORK thereon.

17.7 If, after termination for failure of the ARCHITECT to fulfill contractual obligations, it is determined that the ARCHITECT has not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, the adjustment pursuant to the Agreement shall be determined as set forth in subparagraph 17.4 of this Section.

17.8 If, because of death, unavailability or any other occurrence, it becomes impossible for any key personnel employed by the ARCHITECT in PROJECT WORK or for any corporate officer of the ARCHITECT to render his services to the PROJECT, the ARCHITECT shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of CITY. If CITY agrees to termination of this Agreement under this provision, payment shall be made as set forth in subparagraph 17.3 of this Section.

SECTION 18 DISPUTE RESOLUTION

18.1 In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the Agreement, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If either of the afore mentioned methods are not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

SECTION 19 NOTICE

19.1 Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party, or seventy-two (72) hours after mailing by certified mail to the place of business set forth below, whichever is earlier.

CITY: City of Yakima
129 N 2nd Street
Yakima, WA 98901
Attn: Maria Mayhue, Senior Buyer

ARCHITECT: ALSC Architects
203 N Washington, Suite 400
Spokane, WA 99201
Attn: Rustin Hall, Principal

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers or representatives as of the day and year first above written.

CITY OF YAKIMA

_____
Cliff Moore

Printed Name:_____

Title: City Manager

Date:_____

Attest _____
City Clerk

ALSC ARCHITECTS

_____
Signature

Printed Name: RUSTIN L. HALL

Title: PRINCIPAL

Date: APRIL 2, 2019

EXHIBIT A
SCOPE OF WORK PROPOSAL

ALSC ARCHITECTS

We bring our clients' stories to life.

SPOKANE
203 N. Washington
Ste. 400
Spokane, WA
99201
P 509.838.8568

COEUR D'ALENE
6500 Mineral Dr.
Ste. 101
Coeur d'Alene, ID
83815
P 208.676.8292

alscarchitects.com

March 27, 2019

Ms. Maria Mayhew, Senior Buyer
City of Yakima
129 N. 2nd Street
Yakima, WA 98901

Re: Yakima Convention Center North Expansion Design – RFQ No. 11903Q
Proposal Letter for Architectural and Engineering Services

Dear Maria:

ALSC Architects P.S. and our team of consultants are pleased to provide you with this Proposal for Architectural and Engineering Services for the development of your Yakima Convention Center North Expansion project. It is our expectation, pending your approval, to have this letter serve as an attachment to your chosen Form of Agreement, along with proposals from our consulting firms, plus other pertinent information sufficient to secure the Agreement.

Our Proposal follows the current "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" issued by the Washington State Office of Financial Management (OFM). The attached Fee Calculation Summary identifies the project MACC, fee percentage, per-phase breakdown, basic service fees, additional service fees and reimbursable expenses as defined by OFM. I've also attached a spreadsheet used to calculate the MACC based on your Feasibility Study from your RFQ. Subsequent attachments are proposal letters from each of our proposed consulting firms describing their specific scopes of work and fees. The attachments are summarized as follows:

- ALSC Architects – Overall Fee Calculation Summary
- ALSC Architects – MACC Calculation Worksheet
- ALSC Architects – 2019 Billing Rates
- AHBL, Inc. – Civil Engineering, Landscape Design
- DCI Engineers – Structural Engineering
- MW Engineers – Mechanical Engineering, Electrical Engineering, Plumbing, Fire Protection
- Stantec Consulting – Acoustical Engineering, IT/AV Design

Project Scope
ALSC Architects and our consultant team are basing our Fee Proposal on the project scope defined in RFQ 11903Q and attachments provided by the City of Yakima. That document is

PRINCIPALS: Rustin L. Hall, AIA David L. Huotari, AIA Ken J. Murphy, AIA, LEED AP Steven E. Walther, AIA Jeffrey J. Warner, AIA, LEED AP Indy S. Dehal, AIA

made a part of the Proposal letter by reference. The following is a summary of the scope of the project:

- Meet with City of Yakima representatives to review the Feasibility Study, tour the building and site, and finalize a programming document suitable for use as the Basis of Design for the remodel/expansion.
- Develop an electronic document depicting the existing site and building in plan, elevation and section sufficient to produce construction and bidding documents.
- Produce design and construction/bidding documents for an approximately 8,000 s.f. remodel and 18,250 s.f. expansion to the north end of the existing Convention Center. The MACC for the project is $9.3 million, and the total project cost is $12.5 million.
- Site acquisition and parking lot renovation work is NOT included in this scope of work. The planned kitchen expansion does not involve any food preparation equipment; rather, it includes added storage and counter top capacity.
- Deliver applicable documents, basic services and additional services as described in the current "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" issued by the Office of Financial Management (OFM) as noted in the attachments to this Proposal.
- Site improvements including relocation of infrastructure and landscaping and other improvements to disrupted areas immediately around the perimeter of the construction area.
- Additional scope of work will be added to the project on an hourly/time and materials basis utilizing current billing rates.

Project Approach

ALSC and our team of consultants will meet with key project stakeholders selected by the City of Yakima in a 2-day tour/meeting session and finalize the programming information contained within the aforementioned Feasibility Study. Once completed, the team will begin the Schematic Design phase as defined by OFM. We will meet with Yakima representatives at approximately 2-week intervals, review design options, refine those options, and produce a report and drawings illustrating the design solution and a balance between project scope, quality and budget. Yakima representatives will be integral to the development of the design and the validation of our proposed final design and systems narratives.

With approval of Schematic Design, the team will begin the Design Development phase as defined by OFM. We will meet with Yakima representatives at approximately 3-week intervals, review design refinements, cost estimates, material selections and system definitions. We will produce a report and drawings illustrating the refined design solution, comparisons of program areas to SD phase areas and DD phase areas. We will produce

outline specifications defining quality levels and provide updated cost estimates illustrating balance of project scope, quality and budget.

With approval of Design Development, the team will produce construction documents in the form of drawings and specifications suitable to obtain a building permit, bid and construct the project. We will submit progress drawings at 50%, 75% and 95% complete stages for Yakima representatives to review and comment in a "page turn" format. We will produce a final cost estimate to ensure compliance with the available budget and create alternate bid items as needed. We will submit documents for plan review with the appropriate AHJ and obtain a building permit.

Bidding will occur following construction document phase and permitting, with the negotiations with the apparent low bidder completed prior to November 5, 2019. Construction phase would then commence immediately and be substantially complete by the end of October, 2020. Closeout phase services will follow OFM guidelines.

Alternative Project Approach for Initial Services

Given the relatively tight timeline of the overall project and expected turn-around times for the final Contract and Notice-to-Proceed, ALSC would like to propose an alternative approach to initial services. Between a date of mutual agreement and the Notice-to-Proceed date, ALSC and our consultant team would work under a separate Agreement (City Manager Approval only) to a maximum of $100,000 to complete the programming work and complete the Schematic Design Phase to approximately 50%. This fee amount would be deducted from the Prime Agreement, resulting in no change to the overall project fee.

Description of Services

Detailed descriptions of specific tasks proposed by each firm are located in the attachments noted above. Per OFM guidelines, services are broken into three categories: Basic Services, Additional Services, and Reimbursable Expenses. These categories are summarized in the attached Overall Fee Calculation Summary as well as in the attached proposal letters.

Fee Schedule

The attachments support the following:

Basic A/E Fees:	$1,034,160.00
Additional Services:	$ 143,715.00
Reimbursable Fees:	$ 28,500.00
Total Fees:	$1,206,375.00

On behalf of our entire consultant team, ALSC would like to thank you for the opportunity to work on this important project for the City of Yakima. Please contact us immediately if you have any questions or require additional information in order to gain approval of this Fee Proposal and prepare the Contract.

Respectfully,

Rustin L. Hall, AIA
Principal

RLH/cdl : 2019-014

Attachment

EXHIBIT B
Professional Services Fees and Compensation

Fee Calculation Summary

Yakima Convention Center Renovation — **ALSC Architects, P.S.**
Fee Calculation Summary
3/27/2019

				Notes
MACC		$	**9,300,000.00**	See attached calculation based on 2018 KDA Feasibility Study
State Fee Schedule B Fee Percentage/Basic Services:	0.0812	$	755,160.00	Scope aligns with average design difficulty per OFM guidelines
Fee increase for Remodeling/Renovation:	0.03	$	279,000.00	Percentages per OFM Guidelines
Total Basic Services		$	**1,034,160.00**	
SD	0.18	$	186,148.80	Percentages per OFM Guidelines
DD	0.2	$	206,832.00	
CD's	0.31	$	320,589.60	
Bidding	0.02	$	20,683.20	
Const Admin	0.27	$	279,223.20	On-site Meetings twice monthly on average.
Closeout	0.02	$	20,683.20	
Proposed Basic Service Fee		$	**1,034,160.00**	
Basic Service Fee Allocation:				See Attached Proposal Letters
Architectural - ALSC		$	721,773.00	
AHBL - Basic Civil Engineering		$	17,400.00	
DCI - Structural		$	116,250.00	
MW - Mechanical, Electrical, Plumbing		$	178,737.00	
Total Basic Services		$	**1,034,160.00**	
Additional Services:				Per OFM guidelines; See attached Proposal Letters
Pre-Design Programming Validation, Floor Plan Verification: ALL		$	18,000.00	
Hazardous Materials Investigation, Documentation		$	-	Not Included
Demolition Construction Documents, Coordination: ALSC		$	2,000.00	
Creation of electronic existing building plans, elevations, sections: ALSC		$	7,500.00	City to provide historical electronic drawing files
Landscape Consultant- AHBL		$	4,000.00	
WSEC Plan Review Services		$	1,700.00	Allowance for Energy Code Review by Energy Control Inc.
Acoustical Engineering, IT / AV - Stantec		$	62,950.00	
Renderings, Presentations and Models: ALSC		$	15,000.00	
Special Graphic and Signage Design - ALSC		$	8,000.00	
Prepare Conformed set of Record Drawings based on GC redlines: ALL		$	16,000.00	
Total Additional Services		$	**135,150.00**	
10% MU on Consultant Added Services		$	**8,565.00**	Consultant fees only; no mark-up on ALSC Fees
Sub-Total: Basic + Additional		$	**1,177,875.00**	
Reimbursable Expenses				
Travel+Per Diem Allowance - Bill at actual x 1.1		$	25,000.00	
Printing/Expedited Delivery		$	3,500.00	Bid Set Printing to be billed directly to City; not included here
Total Reimbursables		$	28,500.00	
PROPOSAL TOTAL:		$	**1,206,375.00**	

EXHIBIT B
Professional Services Fees and Compensation

Additional Services Compensation

ALSC ARCHITECTS

We bring our clients' stories to life.

SPOKANE
203 N. Washington
Ste. 400
Spokane, WA
99201
P 509.838.8568

COEUR D'ALENE
6500 Mineral Dr.
Ste. 101
Coeur d'Alene, ID
83815
P 208.676.8292

alscarchitects.com

2019 HOURLY RATES

CATEGORY	RATE
PRINCIPAL	$220.00
SENIOR PROJECT MANAGER	$150.00
PROJECT MANAGER	$135.00
PROJECT ARCHITECT II	$125.00
ARCHITECTURAL DESIGNER II	$125.00
PROJECT ARCHITECT I	$115.00
INTERIOR DESIGNER	$105.00
INTERN ARCHITECT/DRAFTSMAN	$90.00
CLERICAL	$70.00

PRINCIPALS: Rustin L. Hall, AIA David L. Huotari, AIA Ken J. Murphy, AIA, LEED AP Steven E. Walther, AIA Jeffrey J. Warner, AIA, LEED AP Indy S. Dehal, AIA

EXHIBIT B
Professional Services Fees and Compensation
Subconsultant Fee Summaries

March 22, 2019

REVISED

Mr. Rustin Hall
ALSC Architects
203 North Washington Street, Suite 400
Spokane, WA 99201-0234

Project: Yakima Convention Center North Expansion, AHBL No. 2190187.10/.40
Subject: Revised Proposal for Civil Engineering and Landscape Architecture Services

Dear Rustin:

Thank you for the opportunity to submit this revised proposal for civil engineering and landscape architecture services for the Yakima Convention Center North Expansion. Our understanding of the project is based on the RFP provided by the City of Yakima, along with conversations with and documents provided by you and Convention Center staff.

The proposed expansion will include approximately 18,250 square feet of new space. This will include revising the current site parking, sidewalks, and landscaping. Additionally, a large sewer and water main exist onsite that will need to be relocated for the building expansion.

Our scope of services is listed below, based on the following project assumptions:

- The East A Street revisions and the expansion into the existing parcels on 7th Street, as identified in the Feasibility Study Manual by KDF Architecture, are not included in this proposal per Convention Center staff direction. Design for these areas will be included in a separate proposal, if requested by staff.
- Topographic survey suitable for design purposes will be provided in CAD format by owner, with a TIN surface and survey points.
- Subsurface soils are suitable for infiltration. Pavement and drainage recommendations will be provided by a geotechnical engineer.
- The architect will provide the site plan and hardscape design through Schematic Design.
- Milestone submittals will be made at Schematic Design (SD), Design Development (DD), and 50% and 100% Construction Documents (CD).
- Value engineering and constructability reviews will not be required.
- We anticipate minimal planting areas and assume hardscape will be similar to the existing sidewalk along the east end of the building. We do not anticipate space for major plaza spaces or that custom site furnishing design will be required.

Civil Engineers
Structural Engineers
Landscape Architects
Community Planners
Land Surveyors
Neighbors

SPOKANE
827 West First Avenue
Suite 220
Spokane, WA 99201-3904
509.252.5019 TEL
www.ahbl.com

Civil Engineering – 2190187.10

Civil Engineering Design – Task 11

1. Prepare a base map for engineering drawings using topographic surveys by others and record drawings.

2. Prepare plans and calculations for a temporary erosion and sedimentation control (TESC) plan. We will also prepare an erosivity waiver, as required by the Department of Ecology.

3. Prepare an onsite surfacing plan including site access and pavement markings.

4. Prepare plans for horizontal layout of the building and civil site features.

5. Prepare plans and calculations for a site grading plan. This scope of work will include earthwork calculations for permitting purposes, which will be billed as part of our fee.

6. Prepare plans and calculations for a storm drainage plan. This scope of work includes a design to meet City of Yakima standards. This plan will address onsite stormwater runoff collection, retention/detention, and onsite bio-infiltration.

7. Prepare a preliminary drainage report for initial submittal and a final drainage report.

8. Coordinate dry utility extensions to the site and provide site demolition, repair, and trenching plan.

9. Provide engineer's cost estimates for civil improvements.

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

11. Coordinate with you, the design consultants, and the owner during design, and attend design meetings.

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

Sewer and Water Relocation – Task 12

13. Prepare plans and profile drawings for approximately 300 linear feet of onsite gravity sanitary sewer main relocation.

14. Prepare plans and profile drawings for approximately 350 linear feet of onsite water main relocation.

Bidding/Construction Phase – Task 13

15. Provide assistance during the bidding phase, including attending the pre-bid conference and preparing any necessary addenda.

16. Assist the owner/client during construction to ensure the intent of the design is being met. This will include one site visit, attendance at meetings in Spokane, responding to contractor questions as they relate to the design, and final punchlist inspection. This scope of work allows 10 hours.

17. Review the contractor's as-built drawings and prepare agency-required record drawings at the end of construction, together with a Letter of Completion, if required by the lead agency. We anticipate 6 hours will be required to review the contractor's record drawings and prepare electronic AutoCAD record drawing files.

Landscape Architecture – 2190187.40

This scope will include limited schematic work, and the production of design development and construction documents related to:

- Planting
- Performance Irrigation (bidder designed based on specifications)

Landscape Design – Task 41

1. Perform a site visit and reconnaissance to photograph and review miscellaneous site elements and surrounding conditions.

2. Meet with design team for project development and coordination. This scope of work allows for meeting time and coordination in Spokane during all phases of the project.

3. Research municipal code requirements for project development.

4. Prepare DD and CD drawings including planting and performance irrigation construction documents at 1"=20' and associated details that conform to City of Yakima zoning code requirements, based on the architectural site plan prepared by ALSC and AHBL.

5. Prepare three-part CSI format technical specifications for landscape and irrigation related work for project implementation during the DD and CD phases.

6. The following deliverables will be produced at the end of the CD phase:

   - Planting Plan
   - Specifications
   - Landscape related Construction Details

7. Revise the plans based on agency review comments. If an agency requests changes that contradict their design standards or information they provided previously, this may result in a change of scope and fee. This task includes a meeting with you in Spokane to review agency comments, if required.

Bidding/Construction Phase – Task 42

8. Assist the owner by answering landscape related questions during the bidding phase and prepare addenda as necessary.

9. Respond to contractor initiated questions during construction as they relate to the design.

10. Review contractor-furnished product submittals for conformance with the design plans.

Reimbursable Expenses – Task 90

Reimbursable expenses such as out-of-town mileage and reprographics for external submittal. This scope of work will be billed on a time and expense basis.

Billing Summary

Item	Description	Task No.	Amount
Civil Engineering - 2190187.10			
Items 1-12	Civil Engineering Design	T-11	$9,600
Items 13-14	Sewer and Water Relocation	T-12	4,200
Items 15-17	Bidding/Construction Phase	T-13	3,600
Subtotal			**$17,400**
Landscape Architecture - 2190187.40			
Items 1-7	Landscape Design	T-41	$4,000
Items 8-10	Bidding/Construction Phase	T-42	800
Subtotal			**$4,800**
Reimbursable Expenses (T&E estimate)		T-90	**$750**
GRAND TOTAL			**$22,950**

You may not want us to provide some of the services listed. We can discuss these services and the number of hours with you, and make adjustments as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.

Exclusions

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

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

b) Landscape lighting and site lighting.

c) Preparation, submittal, or securing of permits.

d) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.

e) Expanded environmental checklist or environmental impact statement.

f) Offsite improvements, other than those mentioned above.

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

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

i) Except as specifically noted in the scope of work, preparation of record drawings at the end of construction, together with a Letter of Completion, if required by the lead agency.

j) Dividing the design work into more than one phase of work.

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

If you find this proposal acceptable, please sign and return a copy of the enclosed contract to our office. We will return a copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (509) 252-5019.

Sincerely,

Erick Fitzpatrick

Erick Fitzpatrick, PE
Associate Principal

EMF/KCC/CDA/lsk

Enclosure

c: Craig Andersen - AHBL
Accounting

Q:\2019\2190187\Proposals_Contracts\Finals\20190322 Pro (REV) 2190187.10.40.docx

AHBL, INC.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement "this Agreement" is made this **22nd** day of **March**, **2019**, between **ALSC Architects**, the "Client," and **AHBL, Inc.** of Tacoma, Washington, the "Consultant," for **Yakima Convention Center North Expansion**, (the "Project"), **AHBL File No. 2190187.10/.40**.

The Client and Consultant agree as follows:

1. SERVICES. The Consultant will perform for the Client the services outlined in the Consultant's proposal letter dated **March 22, 2019,** which is incorporated into this Agreement. Said services will commence upon receipt of a signed copy of this Agreement.

   This Agreement is between the parties hereto only and is not intended to benefit any third party nor to create any rights in any person or entity other than the parties hereto.

2. COMPENSATION FOR SERVICES. The Client shall pay to the Consultant, as compensation for the services, the amounts as identified in the proposal letter referred to in Paragraph 1. For projects that include time and expenses charges, a schedule of charges can be provided upon request.

3. REIMBURSABLE EXPENSES.

   3.1 Reimbursable Expenses, surcharged by 15 percent, are in addition to compensation for Services and include expenses incurred by the Consultant and Consultant's employees and subconsultants in the interest of the Project, as identified in the following clauses.

   3.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, and fees paid for securing approvals of authorities having jurisdiction over the Project.

   3.1.2 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

   3.1.3 Expense of renderings, models, and mock-ups requested by the Client.

   3.1.4 Reprographics, copy expenses, and other expenses connected with the project.

4. BILLING AND PAYMENT.

   4.1 Initial Payment. The Client shall make an initial payment of **zero** and **no** hundredths dollars **($0.00)** upon execution of this Agreement. This payment shall be applied against the final invoice. Invoices shall be submitted by the Consultant monthly, and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Client has secured project financing or the Client has received payment from its client, as the case may be.

   4.2 Interest. If payment is not received by the Consultant within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The right to charge and collect interest is in addition to, and not substitution for, the right to suspend or terminate in the event of the Client's failure to make timely payments.

   4.3 Suspension or Termination of Service. If the Client fails to pay amounts within sixty (60) calendar days of the date of the invoice, this shall constitute a material breach of this Agreement, and the Consultant may, at any time, and without waiving any other rights against the Client and without thereby incurring any liability whatsoever to the Client, suspend services under this Agreement or terminate this Agreement. The Client agrees to release the Consultant from any consequences of such suspension or termination of services due to the Client's non-payment of the Consultant's fees.

   4.4 Set-offs, Backcharges, Discounts. Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client. Payment is due regardless of suspension or termination of this Agreement by either party. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than sixty (60) calendar days after date of invoice.

5. TERMINATION. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon termination, Consultant shall be compensated for all services performed to the date of receipt of notice of termination, plus reimbursable expenses then due, plus reasonable additional expenses that may be incurred in the closing of the project records and project activities.

6. OWNERSHIP OF DOCUMENTS. Plans, reports, and specifications are instruments of service and shall remain the property of Consultant, whether the project for which they are made is executed or not. The Consultant shall retain all ownership rights, including the copyright. Submission to public agencies and Project contractor(s) shall not be deemed publication in derogation of the Consultant's retained rights. The Client shall be permitted to retain copies, including reproducible copies, of plans, reports, and specifications for information and reference in connection with Client's use and occupancy. The plans, reports, and specifications shall not be used by the Client on other projects, for additions to this Project, or for completion of this Project by others except by agreement in writing with appropriate compensation to, and protection from liability for, Consultant, provided Consultant is not in material breach of this Agreement.

   6.1 Electronic Media. The Client may retain copies of drawings, reports, and/or specifications in electronic form. Any use or reuse of, or changes to, the electronic media will be at the Client's sole risk. The Client will defend, indemnify and hold harmless the Consultant from any and all claims resulting from use or reuse of, or changes to, the electronic media by the Owner or the Owner's transferee.

7. OPINIONS OF PROBABLE COST. Since Consultant does not have control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost, when provided, are made on the basis of the Consultant's experience and qualification, and represent the Consultant's best judgment as a design professional generally familiar with the construction industry. However, Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, the client shall employ an independent cost estimator.

8. RISK ALLOCATION. In the execution of its services, the Consultant will exercise its best professional judgment. No other warranties, expressed or implied, are given.

Client recognizes the inherent risk of claims associated with the service to be provided by Consultant. In partial consideration of Consultant's commitment to perform the services under this Agreement, Client and Consultant agree:

8.1 To limit the aggregate amount of damages the Client may recover against the Consultant (along with its officers, directors, and employees) arising under or related to this Agreement to $50,000 or the amount of compensation paid to the Consultant pursuant to this Agreement, whichever is greater. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed warranty, breach of implied warranty and strict liability.

8.2 The Consultant shall indemnify the Client (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Consultant or its consultants in the performance of professional services under this Agreement.

8.3 The Client shall indemnify the Consultant (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Client or its consultants under this Agreement.

8.4 Consequential Damages. The Client and the Consultant waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement or the breach or alleged breach of this Agreement.

9. DISPUTES.

9.1 Mediation. Any dispute between the Client and the Consultant arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Client agrees to participate in the mediation process in good faith upon receiving written notice, within the time limitation set forth below, from the Consultant of the Consultant's election to subject a dispute to mediation ("Notice of Election to Mediate"). Prior to commencing litigation against the Consultant, the Client shall, within the time limitation set forth below, provide the Consultant with written notice of the Client's claim(s) setting forth the nature of the dispute and the Client's claim(s), the amount in controversy, a brief summary of the factual circumstances surrounding such dispute and claim(s), and a statement of the Client's intention to commence litigation ("Notice of Intent to Litigate"). If within fourteen (14) days following the Consultant's receipt of Notice of Intent to Litigate the Consultant has not given the Client Notice of Election to Mediate, the Client may commence litigation. The Consultant may specifically enforce this mediation provision, whether through a motion to compel mediation or otherwise. Unless the Client and the Consultant subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Rules. Each party shall pay one-half of the mediator's charges and one-half of the mediation service's charges. The parties shall participate in the mediation process in good faith.

9.2 Litigation. If the Consultant elects not to mediate a dispute or if mediation is conducted but does not fully resolve all disputes and/or claims, either the Client or the Consultant may commence litigation. In that case, both parties agree that venue of any litigation shall be in Pierce County, Washington. If litigation is not commenced within ninety (90) days of the termination of the mediation proceedings between the parties or after Consultant's written election not to submit the dispute to mediation, the claims that were the subject of the mediation proceedings shall be forever barred.

9.3 Time Limitation. Any litigation arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, must be commenced within one year of the date on which the Consultant last performs services pursuant to this Agreement. Claims by one party against the other, whether the basis of any such claim is known or unknown, shall be forever barred if not commenced within that one-year time period. This limitation period shall be tolled upon the Consultant's service of a Notice of Election to Mediate or the Client's service of a Notice of Intention to Litigate, and shall recommence running upon the termination of mediation proceedings or, in the event the Consultant does not elect to mediate, fourteen (14) days following service of the Notice of Intent to Litigate.

10. SPECIAL PROVISIONS.

10.1 Hidden Conditions. Inasmuch as the review of an existing building and/or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building and/or site, the Client agrees not to make any claims against the Consultant if it develops that the conditions that were encountered were not anticipated by Consultant.

10.2 Subconsultants. It is recognized and understood that some of the professional services required by this Agreement may be of a specialized nature that cannot be provided by Consultant in-house. Such specialized services include, but are not limited to, materials testing, mechanical, electrical, architectural, acoustical and geotechnical Engineering, laboratory planning and design, professional cost estimating, LCC/energy analysis, acoustical Engineering, telecommunications Engineering, and other services identified elsewhere in this Agreement. Consultant shall, upon request received from the Client, procure such services from subconsultants subject to Client approval, and shall enter into agreements with the subconsultants. A copy of the agreements with the subconsultants shall be provided to the Client upon receipt of a written request. As the Client's agent, Consultant shall coordinate the activities of the subconsultants in the providing of their services under this Agreement.

10.3 Waiver of Claims. If the client declines to retain the Consultant to perform construction phase services, then the Client waives any claim that might otherwise be made against the Consultant (or its officers, directors or employees) arising out of or related to use of drawings, reports and/or specifications prepared by the Consultant, except to the extent that the Client establishes that the claim against the Consultant would have existed even if the Consultant had performed construction phase services.

11. MISCELLANEOUS PROVISIONS.

11.1 Information Provided by Client. The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Consultant such information, and the Consultant is entitled to rely upon the accuracy and completeness thereof.

11.2 Environmental Hazards Waiver and Indemnity. The Consultant and the Consultant's subconsultant(s) shall have no responsibility for the discovery, presence, handling, removal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. It is further understood and agreed that Consultant will not contract to perform any services in connection with the detection, removal, abatement, disposal or eradication of any hazardous or potentially hazardous substances or materials located in, on, under, over, about or in any other way connected with the project or project site and that the incorporation into the contract of any specifications pertaining to such matter will be done only in accordance with the direction of the Client and their subconsultants without any responsibility or liability whatsoever of Consultant or their insurers in regard thereto.

11.3 Taxes. In the event that federal, state, and/or local legislative action imposes new or additional tax measures that will affect Consultant's cost of doing business, Client and Consultant agree that all professional fees negotiated in compensation for this project shall be adjusted to reflect such increases in taxation. Adjustments shall include, but not be limited to, compensation for potential new and/or the retroactive application of state sales tax on professional services, and increases in state and local business and occupation taxes.

11.4 Assignment. Neither the Client nor the Consultant shall assign or transfer this Agreement, or any interest in this Agreement or any cause of action arising under or related to it, without the written consent of the other, which consent may be withheld at the discretion of either party.

11.5 Construction Observation. The Consultant shall, if within the scope of services of this Agreement, visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Client and Consultant in writing to become generally familiar with the progress and quality of the construction. However, the Consultant shall not be required to make exhaustive or continuous onsite observations or any inspections to check the quality or quantity of the construction. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Contractor's Work (Work). The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

11.6 Submittal Review. The Consultant shall review and take other appropriate action upon contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plans and specifications. The Consultant's actions shall be taken with reasonable promptness. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. The Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The Consultant's review of a specific item shall not indicate review or approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the plans and specifications, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the plans and specifications.

11.7 Property Insurance. The Client will assure that the Consultant is named as an additional insured on the builders risk insurance policy and any other property policy carried by the Project owner and/or the Project prime construction contractor during the construction. The Client will furnish the Consultant with a certified copy of the policy or policies showing the Consultant's status as additional insured upon receipt of a request from the Consultant.

11.8 Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.

11.9 Merger. This Agreement states the entire agreement between the Client and the Consultant with respect to its subject matter and supersedes all prior and contemporaneous negotiations, commitments, understandings, and agreements with respect to its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both the Client and the Consultant.

11.10 Signing Authority. Each individual signing this Agreement on behalf of a named party warrants that he or she has the authority to sign on behalf of his or her principal and to bind his or her principal to this Agreement and its terms.

Client

ALSC ARCHITECTS

By: _____
Signature/Title

_____
Printed name

Date: _____

AHBL, INC.
Civil & Structural Engineers - Landscape Architects -
Community Planners - Land Surveyors
2215 North 30th Street, Suite 300
Tacoma, WA 98403
(253) 383-2422

By: _____
Principal in Charge

Date: _____

(AHBL File No. 2190187.10/.40)

DCI ENGINEERS
www.dci-engineers.com
Washington
Oregon
California
Texas
Alaska
Colorado
Montana

professional services agreement

March 13, 2019

Rustin Hall, AIA
ALSC Architects
203 N. Washington, Suite 400
Spokane, WA 99201
509.838.8568
rhall@alscarchitect.com

Re: Structural Engineering Services Proposal for the **Yakima Convention Center Expansion in Yakima, Washington**

Dear Rustin:

DCI Engineers (DCI) is pleased to present this proposal for structural engineering services for the new **Convention Center Expansion** located Yakima, Washington. This proposal includes this form agreement, the attached Terms and Conditions, Schedule of Expenses, and BIM Scope of Services. If you have questions or comments about any aspect of this proposal, please let us know. Thank you for the opportunity to provide these engineering services.

DCI Engineers is committed to providing **Service**, **Innovation**, and **Value** to our clients and team partners throughout the design and construction process. Our staff has extensive experience with all types of construction, and we will be able to bring tremendous value to the project.

Project Description
The project consists of a new expansion as described in the RFQ No. 11903Q and published by the City of Yakima on January 1, 2019.

The goal of the project is to expand the conference space to include one large conference space and three additional conference rooms similar to rooms E, F, G and H.

The estimated MACC for the project is understood to be $9,300,000.

Scope of Services
DCI's proposed scope of engineering services is outlined below. If additional services are required or some of those listed should be excluded, please inform us so that we may revise our scope and fees accordingly.

1. Perform structural analysis and design as required to prepare structural Construction Documents, including plans, sections, and details for the primary building structure.

   DCI anticipates the use of BIM for this project with a level of development (LOD) similar to LOD 200 as defined by AIA Document E202, "Building Information Modeling Protocol." The structural BIM model can be used by the design team to check design conflicts with primary

structure. Elements of the structural BIM model are modeled as generalized systems or assemblies with approximate quantities, size, shape, location and orientation. The structural BIM model is not intended for use for construction dimensioning, such as shop drawings, layouts, etc., but the model can be made available to the contractor for informational purposes, provided that such use is at the contractor's own risk and is subject to the execution of DCI's standard digital media agreement.

DCI will provide a BIM model using Autodesk Revit® Structure to provide the geometric information for primary structural elements. DCI's model may not have geometric information that is not within DCI's control including but not limited to: slab edge dimensions, MEP opening size and location, slab slopes and depressions for drainage, deferred submittals, etc.

2. Provide structural specifications in the form of structural general notes on the drawings. Coordination of the general notes with the project specifications will be accomplished by red-mark or electronic editing of standard CSI specification files provided by the architect.
3. Attend design meetings and coordinate with the other members of the design team. We have assumed the meetings will be held in Spokane.
4. Provide support and document clarifications as required during the bidding process.
5. Provide Construction Support Services, including the review of the fabricator's submittals, review of laboratory, and field test reports, respond to RFIs, respond to minor field fixes, and provide structural observation site visits as requested but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. We have included two site visits in the basic design fee; additional visits will be billed on a time and materials basis.
6. Our construction support fees are not intended to cover the engineering effort associated with the correction of "as constructed" field conditions that deviate from the design concept, out-of-scope design changes, or structural repairs. If significant engineering effort is required for these services, they will be performed as an additional service to this contract.

Summary of Professional Service Fees

Engineering services will be performed and billed monthly on a fixed fee or hourly basis as proposed below. Fixed fees are billed on a percent-complete basis and hourly services will be billed according to DCI's attached Schedule of Expenses.

Our fees are proposed as follows:

Structural Design Services	Fees
1. Schematic Design Documents:	$21,000
2. Design Development Documents:	$23,250
3. Construction Documents:	$36,000
4. Bidding and Negotiating	$2,250
5. Construction Support Services (CSS):	$31,500
6. Project Closeout:	$2,250
	Total: $116,250

Early submittal packages will be treated as an additional service and billed on an hourly or lump sum basis.

Design fees will be allocated according to the following phase/fee breakdown unless otherwise specified in the contract:

Schematic Design:	18%
Design Development:	20%
Construction Documents:	31%
Bidding/Negotiation:	2%
Construction Administration:	27%
Project Closeout:	2%

Assumptions and Qualifications for Scope of Services

For the purpose of this proposal, DCI has made the following assumptions. If these assumptions are inaccurate in any way, please let us know so that we may determine if any modifications to this proposal are necessary.

1. Due to the conceptual nature of the current drawings, our fees are primarily based on gross square footage. If the size of the project is significantly altered, DCI reserves the right to adjust the proposed fees accordingly.
2. DCI assumes that a geotechnical study will be made available before design commences. The report should include a description of soil types, condition, stability, bearing capacity, and groundwater conditions. The report should also provide recommendations for structural design criteria and subgrade preparation. We are assuming that the site is suitable for conventional spread footings.
3. The structural design services do not include the design of elements that are not part of the primary structure and are generally addressed as deferred submittal items. This includes canopies, trellises, cladding, and architectural features such as handrails, signage, skylights, pedestrian railing systems, framing and anchoring required for roof and façade access systems, etc. If you believe a deferred submittal item should be categorized as part of the primary structure, please let us know so that we may determine if any modifications to this proposal are necessary.
4. Landscaping features and site retaining walls are excluded.
5. Construction engineering such as tower crane foundations and temporary excavation shoring are excluded.
6. The design of structural support for tenant improvements or other interior design elements such as non-bearing walls, soffits, lighting, and doors is not included within the scope of this proposal, but may be provided as an additional service.
7. The structure will be designed to support the mechanical, electrical, plumbing, and fire protection equipment. Delay or late selection of the mechanical systems may be considered an additional service if structural design modifications are required to integrate these systems into the building. Our proposed fees do not include the design of seismic bracing or anchorage for any of the MEP or fire protection systems.
8. This proposal does not include construction inspections, but DCI will assist in coordinating the efforts of an outside materials testing and inspection company retained by the owner.
9. Renovation of existing structures includes a certain level of uncertainty. Although DCI will assist the team in establishing the existing conditions, and attempt to clarify with the team the level of risk or uncertainty that exists for a given project, we cannot guarantee that the design drawings will account for every condition that is discovered once construction begins and additional aspects of the building are revealed.

10. This proposal assumes that the existing building structure will be capable of supporting the new equipment and support systems as currently constructed. Any modifications or retrofit work to the primary building structure that is required as a result of the tenant improvement work is beyond the scope of this proposal.
11. As-built drawings incorporating changes or modifications made to the documents during the construction process are not included within the scope of this proposal but can be provided as an additional service.

Acceptance of Proposal

Professional services for this project shall be provided according to this professional services agreement and the attached Terms and Conditions. If this agreement is acceptable to you, please sign where noted and return a copy for our records. The parties agree that this agreement and all terms and conditions hereto shall become effective immediately upon DCI's commencement of the services described herein and regardless of whether this agreement is signed by both parties. This agreement shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

We are excited about the opportunity to be part of the design team for this project. If you have questions or comments about any aspect of this proposal, please let us know.

Sincerely,

DCI Engineers

Justin Cook

Justin Cook, PE, SE
Principal

Approved By:_____ Date:_____
Signature

Printed Name:_____ Title:_____

Attachments: ☒Terms and Conditions ☒Schedule of Expenses ☐BIM

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the professional services agreement, constitute the "Agreement" between DCI and Client. This Agreement shall become effective immediately upon execution by Client or upon Client's written direction (including by electronic mail) to proceed with the services, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

STANDARD OF CARE: DCI shall perform its services consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. DCI makes no warranty with respect to its services, express or implied.

CLIENT FURNISHED INFORMATION: Client shall provide DCI with a survey describing the physical characteristics, legal limitations and utility locations for the Project site, a written legal description and geotechnical reports. DCI shall be entitled to rely on, and shall not be responsible for the accuracy, completeness or timeliness, of services and information furnished by Client and Client's consultants, contractors and agents.

FEES: The fees set forth in this Agreement are good for 90 days from the date on the first page of this Agreement to the commencement of substantial work, as reasonably determined by DCI. If Client requests any material changes to this Agreement, or if the Project's design or construction schedule is substantially delayed, DCI reserves the right to modify its fees.

PAYMENTS: Client's failure to pay any invoice within 30 days of the invoice date shall constitute a material breach of this Agreement by Client and DCI shall have the right to suspend its services, including the withholding of deliverables, without liability to the Client for any costs or damages resulting from such suspension. Amounts unpaid 30 days after the invoice date will be subject to a monthly finance charge of 1.5% on the unpaid balance or maximum rate allowed by law, whichever is less. Client shall have no right of setoff against any billings of DCI for disputed services or claims.

ADDITIONAL SERVICES: Additional Services may be provided after execution of this Agreement without invalidating the Agreement. DCI will notify Client of the need to perform Additional Services. Additional Services shall entitle DCI to compensation as agreed upon by the parties.

DELAY: DCI shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without the fault or negligence of DCI or its subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of Client and its consultants, contractors and agents, including, without limitation, their failure to furnish information in timely fashion and/or their faulty or untimely performance.

CONTINGENCY RESERVE: Client and DCI acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the Project plans and specifications and that the costs of the Project as a result may exceed the construction contract sum. Client agrees to establish a reasonable design contingency reserve (no less than 5% of anticipated construction costs) to pay for any such costs. Client further agrees not to make any claim against DCI with respect to any payments made to any construction contractors within the limit of the design contingency reserve.

INDEMNIFICATION: Client shall indemnify and hold harmless (but not defend) DCI, its officers and employees, from and against any and all damages, losses and expenses (including reasonable attorney's fees) arising from claims by third parties to the extent caused by the negligence or willful misconduct of Client, its employees or anyone for whom Client may be legally responsible. For purposes of the foregoing indemnification provision only, Client waives any immunity it may have under any applicable worker's compensation laws.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the Project to both Client and DCI, the risks have been allocated such that Client agrees that DCI's maximum liability to Client for any and all injuries to persons or property, claims, losses, expenses, damages, legal fees or costs, and claim expenses, whether arising out of DCI's breach of this Agreement, or arising out of DCI's breach of duties owed independent of this Agreement, if any, including but not limited to breach of warranty, indemnity, negligence, strict liability, or other tort or statutory cause or causes, or otherwise related to formation of this Agreement or services rendered by DCI in connection herewith, or any amendment thereto, shall not exceed ten times DCI's fee or $500,000, whichever is less. In the event that the foregoing is deemed unenforceable by a court or arbitrator having jurisdiction, DCI's liability shall in no event exceed any limits of liability insurance then available at the time of settlement or judgment.

CONSEQUENTIAL DAMAGES: DCI and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, but not limited, to lost profits, loss of capital, loss of use, or any other indirect, special or consequential damage, whether arising in contract, tort, warranty or strict liability.

INSTRUMENTS OF SERVICE: DCI's Instruments of Service (as defined in AIA Document A201™-2017) will be prepared and are intended for use solely for this Project. DCI's Instruments of Service also include any Building Information Models (BIM) or other electronic files ("Digital Media Files") prepared by DCI. DCI shall retain all rights, including ownership and copyright, to the Instruments of Service. Provided Client substantially performs all obligations under this Agreement, including prompt payment of all sums when due, DCI grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using and maintaining the Project. If Client modifies or uses DCI's Instruments of Service without retaining DCI, then Client releases DCI from and against any liability, claims or damages arising out of such use and further agrees to defend, indemnify, and hold harmless DCI from and against any liability, claims or damages arising out of such use. Except for rightful termination of this Agreement by Client, termination of this Agreement shall terminate the license granted in this section. DCI shall have the right to include photographic or artistic representations of the Project among DCI's promotional and professional materials.

DIGITAL MEDIA FILES: DCI may provide certain Digital Media Files, including DCI's BIM model, to Client upon request, but any use of the Digital Media Files by the Client shall be at Client's sole risk. DCI does not warrant the Digital Media Files in any way. Unless otherwise specified in this Agreement, only the officially-issued, stamped and signed documents are to be interpreted as correct. Client agrees to not further disseminate the Digital Media Files without DCI's prior written consent.

PROJECT SITE: DCI shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall DCI be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. DCI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

MEDIATION: DCI and Client agree that as a condition precedent to any litigation, all disputes arising out of or relating to this Agreement or DCI's services shall be submitted to mediation. The cost of the mediator shall be shared equally by the parties. DCI and Client further agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the Project.

LAW AND FORUM: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to laws regarding choice of law. Any mediation or litigation relating to this Agreement shall be brought in Seattle, WA.

CORPORATE RESPONSIBILITY: DCI's services shall not subject DCI's individual employees, officers or directors, including any engineer who affixed his or her seal to the plans for the Project, to any personal legal exposure for the risks associated with this Project. Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against DCI, a Washington state corporation, and not against any of DCI's individual employees, officers or directors.

TERMINATION: Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

THIRD PARTIES: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either DCI or Client. Neither DCI nor Client shall assign this Agreement without the written consent of the other.

RIGHTS CUMULATIVE: All rights and remedies of either party under the Agreement, at law and in equity, will be cumulative and not mutually exclusive; the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

ENTIRE AGREEMENT: If any term, condition or provision of this Agreement, or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected but shall instead remain valid and fully enforceable. Neither party has relied upon any statement, estimate, forecast, projection, representation except for those expressly contained in this Agreement. This Agreement incorporates and supersedes all prior negotiations, agreements and representations.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one complete instrument. Transmission by fax or electronic mail of an image of an executed counterpart shall have the same binding effect as the hand-delivery of a manually-signed original.

January 2019

SCHEDULE OF EXPENSES

DCI ENGINEERS

PROFESSIONAL SERVICES

Clerical and Administrative 1000	$50/hr
Clerical and Administrative 1010	$60/hr
Technical Designer 2000	$60/hr
Technical Designer 2010	$70/hr
Technical Designer 2020	$80/hr
Technical Designer 2030	$90/hr
Technical Designer 2040	$100/hr
Senior Technical Designer 2100	$80/hr
Senior Technical Designer 2110	$100/hr
Senior Technical Designer 2120	$120/hr
Senior Technical Designer 2130	$140/hr
Senior Technical Designer 2140	$160/hr
Project Engineer 3010	$80/hr
Project Engineer 3020	$90/hr
Project Engineer 3030	$100/hr
Project Engineer 3040	$110/hr
Project Engineer 3050	$120/hr
Project Engineer 3060	$130/hr
Project Engineer 3070	$140/hr

Project Manager 3100	$100/hr
Project Manager 3110	$120/hr
Project Manager 3120	$140/hr
Project Manager 3130	$160/hr
Senior Project Manager 3200	$120/hr
Senior Project Manager 3210	$140/hr
Senior Project Manager 3220	$160/hr
Senior Project Manager 3230	$180/hr
Associate 4000	$140/hr
Associate 4010	$160/hr
Associate 4020	$180/hr
Associate Principal 4110	$160/hr
Associate Principal 4120	$180/hr
Associate Principal 4130	$200/hr
Principal Engineer 4200	$160/hr
Principal Engineer 4210	$200/hr
Principal Engineer 4220	$250/hr
Principal Engineer 4230	$300/hr
Principal Engineer 4240	$300/hr

REIMBURSABLE SERVICES

Original Plots and Architectural Plotting with Drawing Files

Media	Size	Fee
Bond	A,B+C Size	$4.00/Plot
Bond	D,E+E1 Size	$7.75/Plot
Vellum	A,B+C Size	$6.00/Plot
Vellum	D,E+E1 Size	$11.50/Plot
Mylar	A,B+C Size	$10.00/Plot
Mylar	D,E+E1 Size	$19.00/Plot

Copies and Architectural Plotting with Plot Files

Media	Size	Fee
Bond	A+B Size	$0.20/Plot
Bond	C+D Size	$1.50/Plot
Bond	E+E1 Size	$2.50/Plot
Color	A Size	$1.00/Plot
Color	B Size	$1.50/Plot
Color	Scan to File	$5.00

Out of Office Services/Expenses	$1.10x Direct Cost
Personnel Transportation	$0.580/mile

March 2017

structure. Elements of the structural BIM model are modeled as generalized systems or assemblies with approximate quantities, size, shape, location and orientation. The structural BIM model is not intended for use for construction dimensioning, such as shop drawings, layouts, etc., but the model can be made available to the contractor for informational purposes, provided that such use is at the contractor's own risk and is subject to the execution of DCI's standard digital media agreement.

DCI will provide a BIM model using Autodesk Revit® Structure to provide the geometric information for primary structural elements. DCI's model may not have geometric information that is not within DCI's control including but not limited to: slab edge dimensions, MEP opening size and location, slab slopes and depressions for drainage, deferred submittals, etc.

2. Provide structural specifications in the form of structural general notes on the drawings. Coordination of the general notes with the project specifications will be accomplished by red-mark or electronic editing of standard CSI specification files provided by the architect.
3. Attend design meetings and coordinate with the other members of the design team. We have assumed the meetings will be held in Spokane.
4. Provide support and document clarifications as required during the bidding process.
5. Provide Construction Support Services, including the review of the fabricator's submittals, review of laboratory, and field test reports, respond to RFIs, respond to minor field fixes, and provide structural observation site visits as requested but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. We have included two site visits in the basic design fee; additional visits will be billed on a time and materials basis.
6. Our construction support fees are not intended to cover the engineering effort associated with the correction of "as constructed" field conditions that deviate from the design concept, out-of-scope design changes, or structural repairs. If significant engineering effort is required for these services, they will be performed as an additional service to this contract.

Summary of Professional Service Fees

Engineering services will be performed and billed monthly on a fixed fee or hourly basis as proposed below. Fixed fees are billed on a percent-complete basis and hourly services will be billed according to DCI's attached Schedule of Expenses.

Our fees are proposed as follows:

Structural Design Services	Fees
1. Schematic Design Documents:	$21,000
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4. Bidding and Negotiating	$2,250
5. Construction Support Services (CSS):	$31,500
6. Project Closeout:	$2,250
	Total: $116,250

Early submittal packages will be treated as an additional service and billed on an hourly or lump sum basis.

MW CONSULTING ENGINEERS

James W. Moore, PE / Brandon D. Enevold, PE / Kjersten E. Kuhta, PE
Dylan J. Cunningham, PE / Jacob L. Deering, PE / Joel R. Enevold, PE / Anthony Schoen, PE

March 12, 2019

Rustin Hall
ALSC Architects

PROJECT: Yakima Convention Center Expansion, Yakima, WA
PROJECT #: 2019.501.01
CC: Jim Moore, James McCue

RE: Mechanical and Electrical Engineering Services

Dear Rustin,

Thank you for considering MW to be a part of the design team for the Yakima Convention Center Expansion Project. We propose to provide engineering services for a fixed fee through the design and construction phase as outlined below. Please advise if this does not meet your understanding of the project scope and project requirements.

Basic Design Services Include:

- Electrical: Power Systems, Architectural Lighting and Fire Alarm System
- Communications: Design of pathway system only.
- Security Systems: Design of pathway system only.
- AV Systems: Design of pathway system only.
- Mechanical: HVAC, Plumbing, Fire Protection and Controls

Proposed Fees:

Project	Yakima Convention Center Expansion
Addition Square Footage	18,250
Renovation Square Footage	8,000
MACC (hard costs plus estimated 2% GC)	$9,300,000
Site Work Included in MACC	$1,300,000
Site Electrical Cost	$125,000
Building Cost Included in MACC	$8,000,000
WA State Sched B	8.12%
Additional Renovation Factor	2.00%
Blended Overall AE Fee	8.73%
Blended MEP Fee	6.11%

N. 222 Wall Street Suite 200 Spokane, WA 99201 | T. 509. 838. 9020 | F. 509. 838. 1123 | www.mwengineers.com

MW
CONSULTING ENGINEERS

James W. Moore, PE / Brandon D. Enevold, PE / Kjersten E. Kuhta, PE
Dylan J. Cunningham, PE / Jacob L. Deering, PE / Joel R. Enevold, PE / Anthony Schoen, PE

MEP Fee Calculation		
Estimated Construction %	35.00%	
Estimated Building Construction Value	$2,800,000	
Estimate Building & Site Elec Const Value	$2,925,000	
MEP Fee %	6.11%	
SD	18%	$32,173
DD	20%	$35,747
CD	35%	$62,558
BID	2%	$3,575
CA	25%	$44,684
Total MEP Fee $		**$178,737**

Reimbursable Expense Allowance		
Travel Expenses		$5,000
Total		**$5,000**

Potential Extra Services	Mechanical	Electrical	Total
Design of telecom system including cabling, outlets, racks and patch panels with active equipment specified and supplied by the owner.		$12,500	$12,500
Design of security/access control system including cabling and equipment, with the exception of security door hardware.		$7,500	$7,500
Drafting of record drawings	$2,000	$2,000	$4,000
Constructability review	$3,500	$3,500	$7,000
VE Participation	$3,500	$3,500	$7,000
Phased construction documents/early site package	tbd	tbd	tbd

N. 222 Wall Street Suite 200 Spokane, WA 99201 | T. 509. 838. 9020 | F. 509. 838. 1123 | www.mwengineers.com

James W. Moore, PE / Brandon D. Enevold, PE / Kjersten E. Kuhta, PE
Dylan J. Cunningham, PE / Jacob L. Deering, PE / Joel R. Enevold, PE / Anthony Schoen, PE

Assumptions/Limitations:

1. This fee assumes that the project MACC will not exceed amount indicated above. Should the MACC be increased, fees would be renegotiated.
2. Agreement is in accordance with AIA Document C-141.
3. If alternates are designed for bid protection these would be additive or deductive from the basic bid but would not require separate unique designs for alternates. The design team would be compensated for design of alternates that are above the MACC.
4. In the event that re-design should be required for project bids above the MACC, compensation would be provided for re-design services.
5. Excludes survey and identification of existing underground site utilities.
6. Excludes design of active telecom equipment.
7. Excludes design of security/access control system cabling and equipment.
8. Excludes design AV system cabling, outlets and equipment. AV design shall be provided by others.
9. This fee assumes that the existing electrical service has adequate spare capacity to support the planned convention center expansion without replacement of or significant upgrade to the existing electrical service. If it is discovered during schematic design that the existing electrical service needs to be replaced or upgraded significantly, this will require an amendment to MW's fee.
10. *This fee includes analysis of the existing mechanical, electrical and low voltage systems for the purpose of extending these existing systems to the new building expansion. This fee does not include the replacement or significant upgrade of existing electrical, mechanical or low voltage systems within the existing convention center. If it is discovered during schematic design that replacement or significant upgrade of existing systems within the existing convention center is necessary or desired by the owner, this will require an amendment to MW's fee.*
11. *This fee includes review and response to MEP issues that are identified during construction by the 3rd Party Commissioning Agent. Participation in enhanced commissioning during design, commissioning meetings, witnessing of function performance testing or development of detailed review of the commissioning plan is excluded.*
12. Fire protection services provided by FP Engineering as a subcontract to MW and include concept drawings detailing service locations, sizes, service detail and main locations. Final drawings with sprinkler heads to be provided by through performance specification by a licensed sprinkler contractor.
13. This project does not include LEED certification or an Energy Conservation Report (ELCCA).
14. Assumed to be bid as a single bid package for MEP scope of work.
15. Site trips not to exceed: (1) Pre-Design Site Visit, (4) Design and (13) CA-one per month plus backcheck of punchlist.

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MW
CONSULTING ENGINEERS

James W. Moore, PE / Brandon D. Enevold, PE / Kjersten E. Kuhta, PE
Dylan J. Cunningham, PE / Jacob L. Deering, PE / Joel R. Enevold, PE / Anthony Schoen, PE

Should additional services be required during the course of the project, they will be furnished in accordance with hourly rate schedule located at the end of this proposal.

Sincerely,

Brandon Enevold

Brandon Enevold, PE

N. 222 Wall Street Suite 200 Spokane, WA 99201 | T. 509. 838. 9020 | F. 509. 838. 1123 | www.mwengineers.com

MW
CONSULTING ENGINEERS

James W. Moore, PE / Brandon D. Enevold, PE / Kjersten E. Kuhta, PE
Dylan J. Cunningham, PE / Jacob L. Deering, PE / Joel R. Enevold, PE / Anthony Schoen, PE

January 1, 2019

MW CONSULTING ENGINEERS 2019 HOURLY RATES

Principal:	$150.00 / hr
Associate:	$135.00 / hr
Senior Technology Systems Project Manager:	$135.00 / hr
Senior Technology Systems Engineer:	$120.00 / hr
Senior Project Manager:	$120.00 / hr
Senior Commissioning Professional:	$115.00 / hr
Senior Engineer:	$110.00 / hr
Senior Technology Systems Designer:	$100.00 / hr
Senior Lighting Designer:	$100.00 / hr
Construction Manager:	$100.00/ hr
Engineer:	$100.00 / hr
Designer II:	$ 90.00 / hr
Designer I:	$ 75.00 / hr
CADD Operator II:	$ 70.00 / hr
CADD Operator I:	$ 60.00 / hr

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Stantec

Stantec Consulting Services Inc.
400 Fairview Ave. N. Suite 620, Seattle, Washington 98109

March 14, 2019

Mr. Rustin Hall
ALSC Architects
203 North Washington, Suite 400
Spokane, WA 99201

Subject Yakima Convention Center Expansion - Yakima, Washington
Professional Consulting Services Proposal

Dear Rustin,

Thank you for inviting Stantec to propose our Acoustic and AV Consulting services for the Yakima Convention Center Expansion project. We are excited about this opportunity to work with you and have assembled a consulting team to provide professional services for the Project's success.

This letter defines our understanding of the Project's scope, delivery method and schedule, and proposes our Acoustics Consulting and Audiovisual Consulting services. This proposal is based upon information received from you in e-mail correspondence during the last two weeks. The attachments to this letter provide details for each of our proposed design disciplines' scope, process, deliverables, fees and reimbursable expenses, and the terms, conditions, and assumptions upon which this Proposal is based.

PROJECT DESCRIPTION
We understand this Project to consist of a 10,000 sf expansion to the existing Yakima Convention Center.

PROJECT UNDERSTANDING
We are informed that this Project is intended to be designed using the design-bid-build model.

PROPOSED CONSULTING TEAM
We are pleased to offer the following key team members for this Project:

DESIGN DISCIPLINE	PROJECT LEAD
Stantec Acoustical Consulting	Kathleen Gray
Stantec Audiovisual Consulting	Nathan Thomas, CTS

This team will be led by Michael Yantis, Principal, Acoustics. Michael's tenure at Stantec will end on December 31, 2019. Basel Jurdy, the managing principal of the acoustics division, will step in as Principal upon Michael's departure.

ELECTRONIC DRAWING REQUIREMENTS
Our proposed scope of work specific to the production and coordination of CADD Drawings and/or Building Information Models are based on the assumptions in ATTACHMENT C.

FEES
Our proposed fees for delivering the professional services defined in this proposal are contained in ATTACHMENT A.

ESTIMATED REIMBURSABLE EXPENSES
Reimbursable direct project are estimated fees for reimbursable expenses are listed in ATTACHMENT A. Reimbursable expense shall be billed at cost plus 10% fee.

CCEPTANCE
To accept this proposal and the included terms and conditions, please indicate your acceptance by signing below and returning a copy. We will not proceed with any work until provided with a separate Notice to Proceed. We also require a design agreement at an appropriate phase in the project and until that design agreement is negotiated and signed, the terms and conditions in ATTACHMENT D shall govern our relationship.

This Proposal is good for sixty (60) calendar days from the date of this letter, after which it is subject to revision. If you have questions, require additional information, modifications, or clarifications for this Proposal to better meet the needs of the project, please contact me.

Thank you again for thinking of Stantec for this project.

Kind regards,

Michael Yantis, P.E.
Principal, Acoustics
Michael.Yantis@stantec.com
(206) 224-3680

Stantec Consulting Services Inc.

CLIENT ACCEPTANCE:

Accepted by _____ Date _____

Client (Company Name) _____

Name/Title _____

ENCLOSURES

Attachment A: Fees and Hourly Rates

Attachments B:

- B.1 Not Used
- B.2 Not Used
- B.3 Not Used
- B.4 Not Used
- B.5 Not Used
- B.6 Acoustical Design Scope
- B.7 Audiovisual Consulting Scope

Attachment C: Electronic Documents
Attachment D: Project Terms and Conditions

ym:filename http://collaboration/sites/Buildings/USWBE/Lynnwood/Studio24/Proposals/Museums and Convention Centers/Yakima Convention Center Expansion.docx

ATTACHMENT A
BASIC SERVICES FEES

This Attachment defines our fees for delivering the professional services defined in this proposal.

Design Phase	Type	Acoust	AV	Totals
Schematic Design	FX	$ 4,800	$ -	$ 4,800
Design Development	FX	$ 10,900	$ 8,200	$ 19,100
Construction Documents	FX	$ 12,100	$ 11,800	$ 23,900
Bidding	FX	$ 400	$ 850	$ 1,250
Construction Administration	FX	$ 8,000	$ 5,900	$ 13,900
Post Construction	FX	$ -	$ -	$ -
Consulting Fee Totals		$ 36,200	$ 26,750	**$ 62,950**
Estimated Reimbursable Exp		$ 4,500	$ 1,800	$ 6,300

Fee Type Legend:

FX Lump Sum Fixed Fee billed on a percentage of completion basis.
TM Time and materials billed at standard hourly rates (attached) to a project maximum. Unless otherwise stipulated, unbilled fee will roll to be available to the next phase.

The fees quoted in this attachment are for an integrated multi-discipline whole project delivery by Stantec Specific disciplines, phases and/or itemized scope line items are not separable without revising the quoted fees.

ATTACHMENT A: STANDARD HOURLY BILLING RATES
Acoustics Consulting
2019- Standard Hourly Billing Rates (USD)*

PRINCIPAL ACOUSTICAL DESIGN I	245.00
SR. ACOUSTICIAN I	200.00
SR. ACOUSTICIAN II	175.00
ACOUSTICIAN I	155.00
ACOUSTICIAN II	140.00
ACOUSTICIAN III	130.00
ACOUSTICIAN IV	120.00
CADD | BIM TECHNICIANS	110.00-130.00
PROJECT SUPPORT STAFF	100.00

*HOURLY BILLING RATES ARE SUBJECT TO CHANGE ANNUALLY ON JANUARY 1. THE HOURLY BILLING RATES LISTED ARE SPECIFIC ONLY TO THE STANTEC OFFICE AND PROPOSAL OR CONTRACT FOR WHICH THEY WERE ISSUED.

ATTACHMENT A: STANDARD HOURLY BILLING RATES
Technology Consulting
2019- Standard Hourly Billing Rates (USD)*

TECHNOLOGY PRINCIPAL	250.00
TECHNOLOGY STAFF LEVEL 1	225.00
TECHNOLOGY STAFF LEVEL 2	210.00
TECHNOLOGY STAFF LEVEL 3	200.00
TECHNOLOGY STAFF LEVEL 4	185.00
TECHNOLOGY STAFF LEVEL 5	170.00
TECHNOLOGY STAFF LEVEL 6	155.00
TECHNOLOGY STAFF LEVEL 7	145.00
TECHNOLOGY STAFF LEVEL 8	130.00
CADD | BIM TECHNICIANS	110.00-130.00
PROJECT SUPPORT STAFF	100.00

*HOURLY BILLING RATES ARE SUBJECT TO CHANGE ANNUALLY ON JANUARY 1. THE HOURLY BILLING RATES LISTED ARE SPECIFIC ONLY TO THE STANTEC OFFICE AND PROPOSAL OR CONTRACT FOR WHICH THEY WERE ISSUED.

This Attachment defines our Proposed Acoustical Consulting scope, process, and deliverables. Refer to the fee proposal cover letter and other attachments for additional information.

ACOUSTICAL CONSULTING SERVICES, SCOPE AND DELIVERABLES

The following architectural acoustics and mechanical system noise and vibration control scope is included in this Proposal:

Architectural Acoustics is the creation of a desired interior acoustical atmosphere, or the control of sound transmission between adjacent rooms or spaces. For interior acoustic issues, we will prepare preliminary and final acoustical designs relating to surface treatments. For sound transmission between adjacent spaces, we will recommend appropriate wall, ceiling, window, and opening types to provide the necessary acoustic separation, and will provide details of construction (wall joints, connections, penetrations, caulking, etc.) coordinated with applicable design disciplines to integrate acoustical remediation where and as required for desired acoustical performance.

For this project, the important architectural acoustic considerations relate to the following areas:

- Meeting Rooms
- Pre-function Area

Mechanical System Noise and Vibration Control addresses (a) Duct-borne noise which is created predominantly by fans and travels through ductwork into occupied spaces; (b) Airborne noise which radiates from the mechanical space into surrounding occupied areas; and (c) Structure-borne noise which is induced by vibration of the mechanical equipment and is perceived as noise in surrounding spaces. We will define the acceptable mechanical noise for each occupied room based upon generally accepted criteria; calculate expected noise levels from information provided in the mechanical design documents and by communication with the mechanical systems' designers as design progresses; and provide recommendations, details and specifications as required to reduce noise and vibration produced by the systems to appropriate performance criteria.

For this project, the important mechanical system considerations are:

- HVAC noise into all occupied areas
- Vibration isolation for mechanical equipment
- Noise and vibration from mechanical and electrical rooms

ACOUSTICAL CONSULTING PROCESS AND DELIVERABLES

The above Scope will be addressed during each Design Phase and shall include deliverables as follows:

SCHEMATIC DESIGN

- Discuss project's acoustical goals and establish and coordinate acoustical criteria to achieve the project's goals.
- Visit the existing facility to review existing rooms and HVAC systems.
- Narrative describing Acoustical design criteria, preliminary architectural acoustics design concepts, and early consideration for the mechanical system noise and vibration control.
- Schematic design meetings/site visits. One visit to the existing facility.

DESIGN DEVELOPMENT

- Architectural base plans marked to key wall types and floor/ceiling Types
- Interior surface recommendations
- Preliminary specifications of pertinent acoustical materials and construction elements
- Preliminary mechanical system noise and vibration control measures coordination and recommendations.
- Preliminary specifications of mechanical/vibration materials, methods, and construction elements
- Design development meetings/site visits. One meeting in Spokane has been included for the Design Development phase of the project.

CONSTRUCTION DOCUMENTS

- Review and confirm design development documentation and Owner's program, budget, and schedule
- Acoustical construction details and assembly types prepared in AutoCAD compatible format
- Construction specifications of acoustical materials and assembly types
- Finalize mechanical system noise and vibration control recommendations and provide details where needed.
- Construction specifications of mechanical/vibration materials, devices, and sound power levels
- Written descriptions of construction instructions, catalog cuts and completed performance criteria
- Construction documents meetings/site visits. One meeting in Spokane has been included in our fee estimate for the Construction Document phase of the project.

BIDDING OR NEGOTIATION

- Review of bid documents to evaluate the accuracy and completeness of the acoustical and vibration control scope in the bid package.
- Assess the qualifications of the bidding contractor.
- Comments in the form of a brief memo

CONSTRUCTION ADMINISTRATION

- Answer contractor's Requests For Information (RFI's) that relate to the above defined acoustical scope.
- Review submittals, shop drawings and samples that relate to the above defined acoustical scope.
- Site visits during construction that will include observations of the construction details related to specific acoustical designs. Three observations have been included in our fee estimate.
- Observation reports, which may include "punch lists" for contractor attention.

ACOUSTICAL DESIGN OPTIONAL SERVICES AND EXCLUSIONS

OPTIONAL SERVICES

Additional Services may be provided for additional fee and may include, but are not limited to:

- Attendance at meetings in excess of those meetings stated herein
- Conducting site visits to observe installation or punch list that are in excess of those visits stated herein

EXCLUSIONS

Any Architectural Acoustics and/or Mechanical system noise and vibration control scope, process and deliverables not identified in this attachment shall be Additional Services, and may be provided as defined in Attachment D: Proposal Terms and Conditions.

END ATTACHMENT B.6: ACOUSTICAL DESIGN SCOPE BY STANTEC CONSULTING, INC.

This Attachment defines our Proposed Audiovisual Engineering & Consulting scope, process, and deliverables. Refer to the fee proposal cover letter and other attachments for additional information.

AV CONSULTING SERVICES SCOPE

The following Scope is included in this Proposal:

DESIGN SCOPE

- MEETING ROOMS
- PREFUNCTION AREA

AV CONSULTING PROCESS AND DELIVERABLES

The above Scope will be addressed during each Design Phase and shall include deliverables as follows:

DESIGN DEVELOPMENT

- Review and confirm schematic design documentation and Owner's program, budget and schedule
- Participate in departmental end user space programming meetings to identify and coordinate requirements for device connectivity and associated communication outlets. One visit to the existing facility and meeting with staff has been included in our fee estimate.
- Prepare sight line studies to determine appropriate image dimensions and locations for display devices
- AV design development drawings, sketches to include:
  - Drawings showing locations of audio/video devices in the various rooms.
- Coordinate with design team members regarding the impact of audio/video systems on architectural, electrical, lighting and casework design issues. One on-line meeting has been included in our fee estimate.

CONSTRUCTION DOCUMENTS

- Review and confirm design development documentation and Owner's program, budget and schedule
- AV construction documents to include:
  - Electrical coordination drawings showing locations of audio/video electrical requirements (conduits, power, and junction boxes) to support the audio/video systems. This information will be provided to the electrical consultant for integration into the construction documents. One initial issue and one revision have been included in the scope.
  - Specifications detailing the technical responsibilities for installation and testing procedures of the AV systems.
  - AV system diagrams, showing functional interconnection requirements for equipment
  - AV equipment list, selecting major pieces of equipment with make and model number

- Participate in review meetings of the equipment specification package with the client Two on-line meetings have been included in our fee estimate.

BIDDING OR NEGOTIATION

- Review potential audio/video systems contractors and the qualifications of contractors suggested by others.
- Issue responses to requests for substitution and provide clarification for contractor's questions during the bidding period.
- Review and comment on bid submittals

CONSTRUCTION ADMINISTRATION

- Answer non-frivolous contractor's Requests For Information (RFI's)
- Review one package of submittals and shop drawings and one resubmittal package for systems in the above defined scope.
- Review and assess vendor and contractor claims for change orders
- Construction site visits
  - One substantial completion observation with written punch list and completion recommendations after the audiovisual systems contractor has completed their installation, testing and commissioning process.
  - Final completion observation and punch list verification site visit after the audiovisual systems contractor has indicated final completion

AV CONSULTING OPTIONAL SERVICES AND EXCLUSIONS

OPTIONAL SERVICES

Additional Services may include, but are not limited to:

- Attendance at meetings in excess of those meetings stated herein
- Conducting site visits to observe installation or punch list that are in excess of those visits stated herein
- Commissioning services
- Owner training
- Develop As-Built Drawings based upon Contractor Mark-Ups/Electronic Files

EXCLUSIONS

Any Audiovisual Consulting scope, process and deliverables not identified in this attachment shall be Additional Services, and may be provided as defined in Attachment D: Proposal Terms and Conditions.

END ATTACHMENT B.7: AUDIOVISUAL CONSULTING SCOPE BY STANTEC, INC.

This proposal is based upon producing and receiving electronic drawing and model files for the project in the latest version of Revit. It is also based upon the following assumptions:

- Stantec will be provided with an architectural model by the Architect and necessary model information by the other design team members.
- Backgrounds are to be provided with visibility of architectural annotation layers and/or elements controllable separate from other background elements
- Model updates shall be no more frequent than bi-weekly (every two weeks) throughout Design Development and Construction Document phases.
- Uploads of Stantec's models shall be no more frequent than bi-weekly (every two weeks) throughout the Design Development and Construction Document phases.
- LOD 300 as defined by BIMForum's 2013 Level of Development Specification, not including as-built physical characteristics that may differ from the design intent model.
- Stantec will setup and develop the design intent model during Design Development phase using linked Revit model(s) provided by the design team.
- Stantec will complete the design intent model and construction drawings during the Construction Document phase using linked Revit model(s) provided by the design team.
- Stantec may provide the construction contractor with the model and drawing files to support the contractor's completion of record documents.

Stantec has found that when design teams take a structured approach to BIM modeling with stated clear expectations, it creates the environment for a successful project. This proposal assumes that there will be a team BIM kickoff meeting and that Stantec's BIM Kick-Off Meeting FAQ will be responded to prior to Stantec creating its model.

While the following services may be provided, they are not included in this proposal:

- Changing versions of Revit during the project.
- Using non-Stantec Revit Standards, including, but not limited to, families, fonts, and worksets.
- Converting models to AutoCAD drawings.

If the electronic document and drawing requirements of this project differ from the above assumptions and understandings, Stantec can update its scope of work and fee to match the requirements.

END ATTACHMENT C: ELECTRONIC DOCUMENT REQUIREMENTS

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.
DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.
TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT
COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.
NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.
TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.
ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.
PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.
LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent

misrepresentation and/or breach of contract, shall be strictly limited to the amount of the professional fees paid to Consultant for the SERVICES. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter. Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection

with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

END ATTACHMENT D: PROPOSAL TERMS AND CONDITIONS.