

**CONTRACT FOR SERVICES AGREEMENT  
NORTHWEST ANNEX FEASIBILITY STUDY**

**THIS AGREEMENT** is made this 5<sup>th</sup> day of June, 2020, by and between **WHATCOM COUNTY**, a municipal corporation, hereinafter referred to as the "County", and RMC Architects, PLLC hereinafter referred to as the "Consultant" for the purpose of performing a Feasibility Study for the Northwest Annex Redevelopment Project located at the corner of Smith and Northwest Roads, Bellingham WA.

1. **Scope of Work:** The consultant will provide services as described in Exhibit "A" Scope of Work & Exhibit "C" Proposal.
2. **Consideration:** As consideration for the services provided pursuant to Exhibit "A" Scope of work, the County agrees to compensate the contractor a fixed fee amount of ninety eight thousand nine hundred fifty dollars and zero cents (\$98,950.00). Consultant will invoice the county on a monthly basis. Invoice will itemize the percentage of completion by task for the services provided. Invoice will be based upon a pre-approved schedule in conformance with the costs indicated in Exhibit "B", and in conformance with the Washington State Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects. Payments are contingent upon the county's determination that the consultant has made satisfactory progress toward achievement of tasks identified in Exhibit "A". The county will issue payment within 30 days of receipt of a valid invoice. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the consultant's expense.
3. All payments under this Agreement are considered reimbursement for services rendered. Each request for payment is to be submitted by invoice showing what services were rendered, and shall be supported by detailed documentation of those services actually performed, so as to comply with municipal auditing requirements. The County agrees to make payment for services provided promptly in accordance with the County's customary procedures.
4. **Time Schedule:** The service as outlined shall be completed no later than September 30, 2020.
5. **Extension:** The duration of this Agreement may be extended and the scope of services may be expanded by mutual agreement by both parties; provided, however, that any extension of time or expansion of scope of the Agreement shall be by mutual written consent of the parties
6. **Modifications:** No change or additions to this Agreement shall be valid or binding upon either party unless such change or additions be in writing and executed by both parties.
7. **Licensing in Compliance with Laws & Regulations:** The Consultant agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals. The Consultant agrees to comply with all applicable provisions of federal, state, and local law, including laws pertaining to public works projects. The Consultant is in compliance with RCW 18.27, the State Licensing Law, with a Certificate of Registration to be in effect throughout the work. The Consultant agrees to pay wages in accordance with RCW 39.12.040, the Prevailing Wage Act. The Consultant agrees to comply with all applicable standards of the Americans with Disabilities Act of 1990.

8. **Property Rights:** When the Consultant creates any copyrightable materials or invents any patentable property, the Consultant may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the material or property and to authorize other governments to use the same for state or local government purposes. Consultant further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.
9. **Public Records Act:** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

10. **Communications:** Communications between the Consultant and the County shall be addressed to the regular places of business. In the case of the Consultant, the address shall be:

RMC Architects, PLLC  
Brad Cornwell, AIA, LEED AP  
1223 Railroad Avenue  
Bellingham, WA 98225  
Phone: (360) 676-7733

11. In the case of the County, communications shall be sent to:

Rob Ney, Project & Operations Manager  
3720 Williamson Way  
Bellingham, WA 98226  
Phone: (360) 778-5365  
Fax: (360) 778-5361

12. **Administration of Contract:** The County hereby appoints and the Consultant hereby accepts the Whatcom County Executive, and his or her designee, as the County's representative for the purpose of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents related to this Agreement.
13. **Relationship of the Parties:** The parties intend that an independent Consultant/County relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Consultant. Neither the Consultant nor any agent, employee, or representative of the Consultant shall be deemed to be an agent, employee, or representative of the County for any purpose.
14. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused by the negligent actions of Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

15. **Social Security and Other Taxes:** Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, other form of taxes, fee, licenses, excises, or payments required by any City, County, Federal or State legislation which are now or may, during the term of this Agreement, be enacted as to the Consultant and all persons employed by the Consultant as to all duties, activities, and requirements by the Consultant in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements there under pursuant to any rules and regulations that are now and may be promulgated in connection

therewith.

16. **Wages, Overtime and Safety:** The Consultant agrees to comply with the Davis-Bacon Act, and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.
17. **Proof of Insurance:** The Contractor shall procure and maintain the following minimum insurance coverages and limits of liability and provide proof of coverage by a Certificate of Insurance and endorsements and specifically name this County Project under the coverage:

Designer		
Workers' Compensation		Statutory Limits
Employer's Liability	\$1,000,000	per occurrence
	\$1,000,000 disease	policy limit
	\$1,000,000 disease	each employee
Commercial General		
Liability	\$1,000,000 each	per occurrence
	\$1,000,000	aggregate (applicable on a per project basis)
Comprehensive Automobile		
Liability	\$1,000,000 each	accident
Professional Errors		
and Omissions	\$1,000,000 each	claim
	\$1,000,000 annual	aggregate

Commercial General Liability insurance required under this paragraph shall be written on an occurrence form (ISO Form CG 00 01 or equivalent) and shall include coverage for Products/Completed Operations extending six (6) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to Designer's defense and indemnity obligations under Article 14, and other contractual indemnities assumed by Designer under the Contract Documents. Comprehensive Automobile Liability insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles. All Commercial General Liability coverage shall include a waiver of subrogation against Owner.

If the required Professional Errors and Omissions insurance is written on a claims made basis, the retroactive date shall be prior to the start of Designer's Work. Designer agrees to maintain such coverage for six (6) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

A Certificate of Insurance, that also identifies the County as an additional insured, shall be provided and is attached hereto as Exhibit C. This insurance shall be considered as primary and non-contributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

- 18. Reduction in Funding:** In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.
- 19. Suspension/Termination:** If the Consultant fails to comply fully with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement in the manner specified herein.
- 19.1 Suspension or termination for cause, If the Consultant is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend or terminate the Agreement pending corrective acts or investigation, which suspension or termination shall be effective upon seven (7) days written notification to the Consultant or its authorized representative.
- 19.2 For any other reason this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days advance written notice to the other party.
- 19.2 In the event of termination under this clause, the County shall be liable only for payments in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.
- 20. Non-Discrimination in Employment:** The Consultant shall not discriminate against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, Vietnam-era or disabled veteran status, or disability, except where such constitutes a bona fide occupational qualification. The Consultant shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, Vietnam-era or disabled veteran status, or disability, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities.
- 21. Assignment and/or Subcontracting:** The performance of all activities contemplated by this Agreement shall be accomplished personally by the Consultant. The Consultant shall not assign or subcontract performance to others unless specifically authorized in writing by the County in advance. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.
- 22. Safeguarding Client Information:** The Consultant agrees that confidential information obtained from the County shall not be disclosed except upon the written consent of the County.
- 23. Non-Waiver of Breach:** The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one

or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

**24. Time for Performance:** Any work performed prior to the effective date of this Agreement or continuing after the completion date of the same, unless otherwise agreed upon in writing herein, will be in violation of this Agreement and municipal auditing requirements and will be at the Consultant's expense.

**25. Venue Stipulation:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in lawsuit and equity or judicial proceedings for the enforcement of this Agreement, or any provision thereof, shall be instituted and maintained in the courts of competent jurisdiction located in Whatcom County, Washington.

**26. Severability:** It is understood and agreed by the parties hereto that if any part of this Agreement is determined to be illegal, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part.

**27. Extent of Agreement:** This Agreement, with attachments, contains all of the terms and conditions agreed upon by the parties hereto. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

**FOR THE CONSULTANT:**

**RMC Architects, PLLC**

Address:  
1223 Railroad Avenue  
Bellingham WA 98225

Mailing Address:  
1223 Railroad Avenue  
Bellingham WA 98225

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

By \_\_\_\_\_  
Brad Cornwell, AIA LEED, AP

**FOR WHATCOM COUNTY:**

By \_\_\_\_\_  
Satpal Singh Sidhu, County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon Waldron, Senior Deputy Prosecuting Attorney

**Contractor Information**

**RMC Architects, PLLC**

**Address:**

1223 Railroad Avenue  
Bellingham WA 98225

**Mailing Address:**

1223 Railroad Avenue  
Bellingham WA 98225

**Contact Name:**

Brad Cornwell, AIA, LEEP AP  
Jeff McClure, AIA

**Contact Phone:**

(360) 676-7733

**Contact Email:**

[Brad.c@rmcarchitects.com](mailto:Brad.c@rmcarchitects.com)  
[Jeff.m@rmcarchitects.com](mailto:Jeff.m@rmcarchitects.com)

Exhibit "A"  
Scope of Work

**Proposal:**

RMC Architects, PLLC proposed to provide a Feasibility Study for the Northwest Annex Site located at the corner of Smith and Northwest Roads, Bellingham WA.

**Scope of Services**

The County seeks to analyze and develop a viable concept design to construct up to 90,000 sq. ft. of new flexible "tenant" space to support new and relocated County Department.

Please reference Exhibit "C" for more detailed description of Scope of Work.

Services included in the Scope of Work:

Project Management Services (all phases)

Project Administration

Disciplines Coordination

Data Coordination

Development/Monitoring

Presentations

Concept Design

Civic/Site Design

Programming

Architectural Design

Structural Design

Mechanical Design

Electrical Design

LEED Services

Scheduling

Cost Estimating

Additional Services Include:

Site Surveys

Geotechnical services

**Project Timeline**

The scope of work for these services identified is to be completed by September 30, 2020.



**Exhibit "B"**  
**Compensation**

**COMPENSATION**

**FIXED TOTAL: \$98,950**

State Defined Basic Service Fees	Hourly not to exceed
PSE Civic (cost x 1.05)	\$16,790
RMC Architects	\$30,000
Bassetti (cost x 1.05)	\$10,500 Allowance
Kingworks (cost x 1.05)	\$ 1,260
Hargis – Mechanical (cost x 1.05)	\$ 4,200
Hargis – Electrical(cost x 1.05)	\$ 4,200
<u>OAC or DCW – Estimating &amp; Phasing (cost x 1.05)</u>	<u>\$10,500 Allowance</u>
SUBTOTAL	\$77,450 or less
Site Rendering (cost x 1.05)	\$ 3,000
Reimbursable Allowances	\$ 500

Reimbursable:

These include the direct cost of defined items including Owner requested printing or plotting or delivery service, and mileage beyond 50 mile radius from the project site.

**ADDITIONAL SERVICES**

Geotechnical Services (cost x 1.05)	\$18,000
<b>TOTAL for Services</b>	<b>\$98,950</b>

Invoices

Invoices will be billed monthly on a percentage of completion.

# EXHIBIT "C"



REVISED 4 June 2020

Rob Ney  
Project and Operations Manager  
Whatcom County Facilities Management  
3720 Williamson Way  
Bellingham, WA 98225

**RE: Proposal for Services  
NW Annex Feasibility Study  
RMC #P1638**

Dear Rob,

Thank you for the opportunity to partner with you to assist with providing services to position the County proactively at the NW Annex site. We are ready to engage and look forward to supporting your analysis of this project.

We understand this proposal will be attached to a standard Whatcom County Agreement for Consultant Services between Owner and Architect.

#### **Project Scope / Location**

The County's NW Annex property, located at the Southeast corner of the Northwest Drive and West Smith Road intersection currently houses and supports Planning, Permitting, and some Public Works functions in a former Care Facility with associated outbuildings and site improvements. The County seeks to analyze and develop a viable concept design to construct up to 90,000 square feet of new flexible "tenant" space to support new and relocated County departments. The project does not yet have assigned users but the Consultant Team will develop core and shell building designs to support a number of potential "users-tenants" with associated site improvements. It is intended to remove the current NW Annex structure once a new facility is available and to utilize that area as part of a Masterplan. The project shall meet and comply with USGBC LEED v.4 Building Design & Construction (BD&C), Silver rating for core and shell.

A construction MACC (Maximum Allowable Construction Cost) is not yet defined and our services will assist in creating and defining one. Soft costs such as State sales tax (WSST), permitting fees, Consultant costs, and recommended contingencies, and furnishings are typically in excess of the MACC and will also be defined for your budgeting.

The Authority Having Jurisdiction (AHJ) is Whatcom County. We anticipate some limited but dedicated collaboration with a Planning Department contact to outline the expected process and timelines. The zoning is currently zoned as R5A (Rural-1 unit/5 acres), and the intended use appears to be an outright "permitted use." The zoning height limit appears to be 35 feet.

**Consultant Team**

We are pleased to gather and coordinate this team of experts.

Architecture	RMC Architects	Brad Cornwell, AIA Jeff McClure, AIA David Heck, AIA Jesse Fawcett
Interiors	Bassetti Architects	Caroline LeMay, AIA Amanda Clausen
Structural	Kingworks	Jack King, PE, SE
Mechanical	Hargis Engineers	Brian Haugk, PE
Electrical	Hargis Engineers	Doug Svee, PE
Civil	Pacific Survey & Engineering	Jeff VanderYacht, PE David Galbraith, PE
Cost Estimator	DCW Cost Management	Trish Drew
Geotechnical	GeoEngineers	Sean Cool, PE

**Schedule and Delivery**

This proposal is based on delivering services within a six to eight week time frame. It is currently anticipated that the project collaboration process will be via remote collaboration software, although a site walk with RMC and PSE would be helpful if possible.

**LEED / Sustainability Metrics**

We anticipate using the LEED v.4 BC&D, Silver certification as part of the mandated County sustainability metric. The County may choose to register the project as a separate cost not included in this proposal.

**Basic Services**

The Team Subconsultants (Civil, Structural, Electrical, Mechanical, Cost Estimator, and Geotechnical) are contracted through RMC Architects, and will provide feasibility design, input, and schemes.

Included in proposed SERVICES are the following designated administrative and management services which apply to all phases of the work.

**A. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES (ALL PHASES)**

<b>Project Administration</b>	Services related to concept design administrative functions including consultation, research of project related items, meetings and correspondence, progress reports, direction of the work of in-house and subcontracted architectural personnel, and coordination with work provided by separately contracted Owner's forces.
<b>Disciplines Coordination</b>	Coordination between the architectural work and the work of engineering and other disciplines involved in the project. Review and checking of documents prepared for the Project by the Architect and the Architect's Consultants.
<b>Owner-Supplied Data Coordination</b>	Review and coordination of data furnished for the Project as a responsibility of the Owner. Assistance in establishing criteria and obtaining data including, where applicable, documentation of existing conditions. Components may include site survey, hazardous material reports, IT systems, standards and existing conditions, historical/archaeological reports, traffic reports, furnishings standards or geotechnical engineering.
<b>Schedule Development/ Monitoring</b>	Establishment of an initial schedule for Architect's services, decision making, design, documentation, contracting and construction, based on determination of scope of Architect's services. Review and update of previously established schedules during subsequent phases.
<b>Presentation</b>	Services consisting of presentations and recommendations by the Architect to the following client representatives: Owner, Project Committee, and Staff as directed by the Owner.
<b>Invoicing</b>	Review and submission of monthly statements to Owner.

## 1. CONCEPT DESIGN

This Design Phase is the stage in which the general scope, conceptual design and the scale and relationship of components of the Project are explored and established. Anticipated number of web-hosted meetings: 3 plus a final presentation as requested.

<b>Civil/Site Design</b>	Services consisting of site planning including layout of ROW connections, utility service connections, internal drive lanes and parking, and storm water strategy. Included are the normal connections or extensions required to service the building such as water, sewer, gas, power, and fire sprinkler systems.
<b>Program Confirmation (Bassetti)</b>	Create an initial space program for allowing tenant flexibility and test via known County Departments.
<b>Architectural Design (RMC &amp; Bassetti)</b>	Services to explore site constraints and opportunities defined from zoning, existing buildings/infrastructure, and phasing. Services responding to (projected program/predesign) requirements and consisting of preparation of conceptual site improvements and building plans, concept building heights and elevations, preliminary selection of building systems and materials, and the development of approximate dimensions, areas and volumes.
<b>Structural Design</b>	Services consisting of recommendations regarding basic structural material and systems, analysis, and identification of conceptual design solutions.
<b>Mechanical Design</b>	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, and fire protection within a LEED framework. Provide \$/sf budget input.
<b>Electrical Design</b>	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and low voltage service and distribution. Provide \$/sf budget input.
<b>LEED Services (RMC)</b>	Services consisting of identification of potential LEED v.4 BC&D pathway of points for achieving a Silver certification (50 points minimum).
<b>Scheduling</b>	Services consisting of reviewing and projecting anticipated project durations for project decision-making.

<b>Cost Estimating</b>	Assist with analyzing scope and budget options to inform preferred building system choices. Services consisting of development of a probable construction cost from unit costs of building elements for the project. Cost per SF type estimating shall reflect the level of design elements presented in the concept design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program.
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**2. ADDITIONAL SERVICES BEYOND BASIC SERVICES (As selected by Whatcom County)**

<b>Site Survey</b>	Excluded, County will provide outside of this services agreement.
<b>Geotechnical</b>	Exploration of subsurface conditions and prepare conceptual recommendations for building structure(s) using drilling methodology and including infiltration capacity analysis.

**Professional Services Fees**

RMC has proposed this set of fees, predicated on providing the services (A+C+S+M/P+E+Estimator) as outlined in this proposal with certain specialty Consultants and services defined as Additional Services.

We intend to monthly invoice on a percentage complete billing basis (all contracted Subcontractors to RMC include a 5% markup and this is included in the numbers below):

**BASIC SERVICES FEES**

PSE – Civil (at cost x 1.05)	\$16,790
RMC Architects	\$30,000
Bassetti (at cost x 1.05)	\$10,500 Allowance
Kingworks (at cost x 1.05)	\$ 1,260
Hargis – Mechanical (at cost x 1.05)	\$ 4,200
Hargis – Electrical (at cost x 1.05)	\$ 4,200
DCW – Estimating & Phasing (at cost x 1.05)	\$10,500 Allowance
SUBTOTAL	\$77,450

Site Rendering (at cost x 1.05)	\$ 3,000
Reimbursables Allowance	\$ 500

**BASIC SERVICES TOTAL            \$80,950**

**ADDITIONAL SERVICES**

Geotechnical Services – GeoEngineers (at cost x 1.05)	\$18,000
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**TOTAL                                        \$98,950**

**Reimbursables**

These include the direct cost of defined items including Owner requested printing or plotting or delivery service, and mileage beyond a 50 mile radius from the project site. We recommend a \$500 allowance for these costs, which are in addition to the Basic Services Fees as outlined above. We also recommend creating a final conceptual site rendering by Stephanie Bower as part of the final deliverable.

**Hourly Rates**

The proposed Consultant Team's 2020 hourly rates are attached for any requested additional services.

We are excited to engage with this project to further strengthen our shared community commitments.

Sincerely,

  
Brad Cornwell, AIA, LEED AP  
Principal

  
Jeff McClure, AIA  
Principal



## Consultant Team 2020 Hourly Rates

### RMC Architects

Principals	\$185
Project Architect	\$125 - \$95
Architectural Staff	\$110 - \$85
Administrative Support	\$ 55

### Bassetti Architects

Principal	\$240
Project Architect	\$160
Interior Designer	\$140
Administrative Assistant	\$ 90

### Kingworks

Principal	\$152
Project Manager/Associate	\$137
Senior Engineer	\$127
Staff Engineer	\$ 99
EIT	\$ 90
Technician	\$ 81
Clerical	\$ 50

### Hargis Engineering

Project Engineer	\$175
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### Pacific Survey & Engineering

Principal Engineer	\$170
Project Engineer	\$130
Engineer Tech	\$105
Clerical	\$ 80

### DCW Cost Management

Directors	\$175
Specialists	\$165 - \$175
Estimators	\$150 - \$165
Clerical	\$ 85

**GeoEngineers**

Principal	\$223
Associate	\$207
Senior Engineer/Scientist 2	\$186
Senior Engineer/Scientist 1	\$171
Engineer/Scientist 2	\$164
Engineer/Scientist 1	\$159
Staff 3 Engineer	\$141
Staff 3 Scientist	\$136
Staff 2 Engineer	\$121
Staff 2 Scientist	\$116
Staff 1 Engineer	\$109
Staff 1 Scientist	\$105
Senior Technician	\$ 86
Technician	\$ 76
GIS Coordinator	\$160
Senior GIS Analyst	\$142
GIS Analyst	\$128
CAD Design Coordinator	\$130
CAD Designer	\$ 95
CAD Technician	\$ 83
Administrator 2	\$ 83
Administrator 1	\$ 72

W.C. NW Annex Feasibility Study - RMC  
RMC #P1638

4-Jun-20

TASKS	JMc	BPC	DH	JF	Admin
Admin	-	6	-	-	4
Consultant Coordination	2	4	-	-	-
Owner Data	1	2	4	4	-
Schedule	1	2	2	-	1
Zoning Capacity	1	4	4	2	2
Program	2	1	-	-	4
Charette Meetings (3) (Zoom)	6	3	8	-	-
Design	40	12	24	40	-
LEED	1	2	8	-	2
Cost Opinion	2	4	-	-	1
Presentation	4	1	4	16	8
<b>SUBTOTAL</b>	60	41	54	62	22
	x \$185	x \$185	x \$100	x \$85	x \$55
<b>SUBTOTAL</b>	<b>\$11,100</b>	<b>\$7,585</b>	<b>\$5,400</b>	<b>\$5,270</b>	<b>\$1,210</b>
<b>TOTAL</b>	<b>Use \$30,000 Allowance</b>				



## **Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • planning • gis

909 Squalicum Way, Suite 111, Bellingham, WA 98225  
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

May 1, 2020

RMC Architects  
1223 Railroad Avenue  
Bellingham, WA 98225

**Attn: Mr. Brad Cornwell**  
**Re: Whatcom County Northwest Annex Redevelopment**  
**Civil Engineering Services Proposal**

Dear Mr. Cornwell,

Pacific Surveying and Engineering, Inc. (PSE) is pleased to present this scope & fee proposal for the redevelopment of the Whatcom County Northwest Annex at the intersection of Smith Road and Northwest Avenue. The project would construct approximately 180,000 square feet of flexible office space for County staff members. We understand that Whatcom County is requesting a schematic design be prepared in anticipation of possible federal stimulus money. This proposal identifies a civil engineering scope of services and associated fee for supporting the schematic design phase.

### **SCOPE OF SERVICES**

#### **SCHEMATIC DESIGN DRAWINGS**

We will prepare schematic civil drawings in support of the project. The civil drawings will include a horizontal site plan that will detail the horizontal location of the proposed buildings, parking lots, landscape areas, water service, sewer service, fire water service, stormwater conveyance, and stormwater management systems. The Schematic Design Drawings will be submitted to RMC in .pdf format.

#### **STORMWATER CALCULATIONS**

The project will be required to meet standards for stormwater management. We will review various alternatives to meet stormwater management requirements including open ponds, underground storage, raingardens, bioswales, and other Best Management Practices (BMP's) typical to commercial development projects in Whatcom County. We will prepare preliminary facility sizing calculations using WWHM stormwater modeling software. The results of the stormwater calculations will be used to generally depict the size of facilities on the Schematic Design Drawings. We do not propose to present our preliminary sizing calculations in the form of reports or formal submittals.

#### **COORDINATION**

We assume that there will be some level of coordination required with other design team members and Whatcom County staff during the schematic design phase. We assume that the schematic design phase will be a relatively short duration of approximately 6-weeks. We will attend meetings (in-person or virtual) and participate in email and telephone correspondence. We will also adjust our schematic design drawings as necessary based on feedback from the design team and Whatcom County.

**SCHEDULE, TERMS AND BUDGET**

The professional services outlined herein will be performed on a time and materials, not-to-exceed basis in accordance with the attached fee estimate, and per PSE's current hourly rates, updated annually. Our work will begin immediately following authorization from RMC Architects.

Please feel free to contact me with any questions regarding this proposal, scope, or schedule.

Sincerely,  
Pacific Surveying and Engineering, Inc.



David Galbraith, P.E.  
Principal

Proprietary Notice: The contents of this document are proprietary to Pacific Survey and Engineering, Inc. and intended solely for use by our clients to evaluate Pacific Survey and Engineering's capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of Pacific Survey and Engineering, Inc. In the event of any inconsistency with this outline and the General Provisions of the contract, the General Provisions shall control.

WHATCOM COUNTY NORTHWEST ANNEX

SCOPE AND BUDGET FOR CIVIL ENGINEERING SERVICES  
PACIFIC SURVEYING AND ENGINEERING

May 1, 2020

Prepared by:  
*Pacific Surveying and Engineering, Inc.*  
909 Squalicum Way #111  
Bellingham, Washington 98225  
Phone: (360) 671-7387  
Fax: (360) 671-4685

TASK ITEM	Principal Engineer \$170	Project Engineer \$130	Engineer Tech \$105	Clerical \$80	BUDGET
<b>SCHEMATIC DESIGN DRAWINGS</b>					
Configure Topographic Survey (Assume Topo Separate Contract)	0	4	0	0	\$520
Review/Incorporate Architectural Site Plan	2	12	0	0	\$1,900
Utility Plan (Water, Sewer, Stormwater)	0	9	0	0	\$1,170
Stormwater Management Design	6	16	0	0	\$3,100
Deliverables Preparation, Submittals	0	0	4	2	\$580
<b>Subtotal</b>	<b>8</b>	<b>41</b>	<b>4</b>	<b>2</b>	<b>\$7,270</b>
<b>STORMWATER CALCULATIONS</b>					
Drainage Basin Delineations	4	6	0	0	\$1,460
WWHM Modeling	4	0	0	0	\$680
Review of Alternatives	4	12	0	0	\$2,240
<b>Subtotal</b>	<b>12</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>\$4,380</b>
<b>COORDINATION</b>					
Site Visits	4	0	0	0	\$680
Meetings and Correspondence	8	8	0	0	\$2,400
Revisions to Drawings	0	0	12	0	\$1,260
<b>Subtotal</b>	<b>12</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>\$4,340</b>
<b>TOTAL BUDGET</b>					<b>\$15,990</b>

Exclusions  
Cost Estimating  
Public Meetings

M/N

$$\begin{aligned}
 & \$ 15,990 \times 1.05 = \\
 & \quad \$ 16,790
 \end{aligned}$$



**PACIFIC SURVEYING & ENGINEERING SERVICES, INC.**

**2020 FEE SCHEDULE**

**OFFICE**

**STANDARD**

Hourly

PRINCIPAL ENGINEER	\$170
ASSOCIATE ENGINEER	\$140
PROJECT ENGINEER	\$130
PRINCIPAL LAND SURVEYOR	\$170
ASSOCIATE LAND SURVEYOR	\$140
PROJECT LAND SURVEYOR	\$130
SURVEY COORDINATOR	\$130
PRINCIPAL SCIENTIST	\$170
SENIOR PROJECT SCIENTIST	\$140
PROJECT SCIENTIST	\$130
STAFF SCIENTIST	\$95
PROJECT MANAGER	\$150
SENIOR CAD / GIS TECHNICIAN	\$115
CAD / GIS TECHNICIAN	\$95
ENGINEERING TECHNICIAN	\$105
SURVEY TECHNICIAN	\$95
OFFICE / CLERICAL	\$80
EXPERT WITNESS / COURT PREPARATION & APPEARANCE	\$300

**FIELD**

SENIOR FIELD SCIENTIST	\$130
FIELD SCIENTIST	\$90
CONSTRUCTION INSPECTOR	\$100
SURVEY CREW CHIEF	\$100
1-PERSON SURVEY CREW	\$150
2-PERSON SURVEY CREW	\$200
3-PERSON SURVEY CREW	\$255
HYDROGRAPHIC SURVEY CREW	\$275
UAV (DRONE) LICENSED PILOT	\$150

**OTHER**

SURVEY MONUMENTS	DIRECT COSTS - PLUS 15%
PER DIEM / TRAVEL	DIRECT COSTS - PLUS 15%
REPRODUCTION / COURIER	DIRECT COSTS - PLUS 15%
SUB-CONSULTANTS	DIRECT COSTS - PLUS 15%
SIGNAGE / TRAFFIC CONTROL	DIRECT COSTS - PLUS 15%
RENTAL EQUIPMENT	DIRECT COSTS - PLUS 15%
GPS	\$200/DAY PER UNIT PLUS CREW
UAV (DRONE)	\$200/PER FLIGHT PLUS PILOT
MILEAGE	STANDARD FEDERAL RATE

The above hourly rates are based on an eight (8) hour workday. Hours beyond eight (8) per day, as well as work performed on nights and weekends, will be billed at 1.5 times the standard hourly rate. Work performed on federal holidays will be billed at 2.0 times the standard hourly rate. For prevailing wage projects, see applicable PSE prevailing wage fee schedule.

From: **Caroline Lemay** clemay@BassettiArch.com  
Subject: RE: Whatcom County NW Annex proposal input needed.  
Date: May 7, 2020 at 4:24 PM  
To: Brad Cornwell brad.c@rmcarchitects.com  
Cc: Amanda Clausen AClausen@bassettiarch.com

CL

Hi Brad,

I just realized that my excel original file is on my desktop at the office and I'm at home today and tomorrow. I could make a special trip to go retrieve it but for your purpose of putting the fee proposal together, I thought I would give you an email version following your guideline below with just a couple of adjustments and description of my understanding of the scope associated with the fee.

Program summary (remote-no site visits): this would be in a spreadsheet format listing general program information.

\$3000

Research DAHP with existing NW Annex Bldg: This should be fairly easy research so I lowered the fee – let me know if I'm missing something about complexity here though.

\$500

Test fit program into core and shell footprint: This is where the bulk of the work is. I would assume that you would provide one site massing option for us to test the program to. I'm assuming this include test fit of the FF&E as well. This would only look at one option and one client review/adjustment cycle.

\$5500

Cost opinions on \$/SF level for TI and FF&E: we would provide a low/median/high cost average for typical construction, LEED silver buildings. Would you need to include the core & shell cost averages as well?

\$1000

No reimbursables are included (Printings, renderings)

Let me know if you need anything else from us today.

Caroline Lemay AIA  
Principal

Bassetti Architects  
t 206 340 9500  
[www.bassettiarch.com](http://www.bassettiarch.com)

Need to send me files? [Click here.](#)

10,000  
x 1.05  
-----  
\$ 10,500

**From:** Caroline Lemay

**Sent:** Wednesday, May 6, 2020 9:30 AM

**To:** Brad Cornwell <brad.c@rmcarchitects.com>; Amanda Clausen <AClausen@bassettiarch.com>

**Subject:** RE: Whatcom County NW Annex proposal input needed.

Sounds good Brad, its all about aligning the expectations with our work. We can ratchet down for



# ENGINEERING SERVICES AGREEMENT with Kingworks Structural Engineers

**CLIENT:** RMC Architects KW No: 20078  
1223 Railroad Avenue  
Bellingham, WA 98225

**PROJECT:** RMC Whatcom County NW Offices Feasibility  
Northwest and Smilth  
Ferndale WA

**CLIENT REPRESENTATIVE:** Brad Cornwell

**Description of Project:**

Project to replace the NW Annex with 180000 sf of flexible office space. LEED Silver.

**KW Scope of Basic Services:**

Feasibility/Planning: Review the geotechnical information and architectural planning concepts for the building(s) and provide structural engineering input, as needed.

**List of Information Provided by CLIENT to Prepare this Agreement:**

Email from BC on 4/27/20

1200  
x 1.05  
-----  
\$ 1260

**Engineering Services Fee:**

Engineering services to be hourly, not to exceed \$1200

The attached Fee Schedule and the attached Statement of Terms and Conditions are incorporated into and made a part of this Engineering Service Agreement.

**Issued by:**



Date: 4/27/20

John R. (Jack) King, PE SE/ Principal

**Accepted by:**

Date: \_\_\_\_\_

(Signature of the authorized representative of the client)

www.king-works.com

600 Dupont Street \* Suite B, Bellingham WA 98225

*Note: Each page of this Terms and Conditions and Fee Schedule shall be read and initialed by Client and shall be returned with the signed Agreement.*

## **STATEMENT OF TERMS AND CONDITIONS**

This Statement of Terms and Conditions is incorporated into and made part of the Engineering Services Agreement between Kingworks Structural Engineers (referred to hereinafter as "KW"), and "CLIENT" (as named in the attached Agreement) for the "PROJECT" (as named in the attached Agreement). The Engineering Services Agreement and the Fee Schedule referenced in it and this Statement of Terms and Conditions are collectively referred to hereinafter as "this Agreement."

### **1. RESPONSIBILITIES OF KW**

KW will perform the professional engineering services delineated in the Engineering Services Agreement ("the Basic Services"). Services beyond those delineated in the Engineering Services Agreement are defined as "Extra Services" and may be performed by subsequent written instrument. The Basic Services and any authorized Extra Services are collectively referred to hereinafter as "the Services."

### **2. RESPONSIBILITIES OF CLIENT**

CLIENT shall:

- A. Provide all criteria and full information as to requirements for the PROJECT. KW is entitled to rely upon the completeness and accuracy of the information and documents provided by CLIENT.
- B. Designate a person to act as the CLIENT's representative with respect to communications with KW. KW is entitled to rely upon all decisions, approvals and commitments communicated by the CLIENT's designated representative.
- C. Give prompt notice to KW of any development that affects the scope and/or timing of KW's services.
- D. Coordinate KW's design/services with those of CLIENT's other consultants.

### **3. COMPENSATION**

- A. All charges for Reimbursable Expenses other than mileage, printing and communication shall bear a 10% handling charge unless stated otherwise in the attached Fee Schedule.
- B. Unless otherwise stated, CLIENT will be invoiced monthly. Payment is due upon receipt of the invoice. Interest is charged at the rate of twelve percent per annum on amounts not paid within thirty days of the invoice date. KW may suspend and/or terminate performance of Services in the event of a payment default. In that case, KW shall have no liability for any delays, costs or damages occasioned as a result of the suspension or termination.
- C. If the PROJECT is postponed, suspended, or abandoned, KW will be paid for all services performed and Reimbursable Expenses incurred prior to the date on which KW is notified of the postponement, suspension or abandonment.

### **4. CONSTRUCTION PHASE**

- A. KW shall not have control over and shall have no responsibility for construction means, methods, techniques, sequences or procedures.
- B. KW shall have no control over and shall have no responsibility for jobsite safety.
- C. KW shall have no responsibility for any failure on the part of any contractor to perform construction in accordance with drawings and/or specifications and shall have no responsibility for any act, error or omission committed by any contractor.
- D. KW will not perform inspections. Any site observations are conducted by KW only to become generally familiar with the progress of the construction work.

### **5. DISPUTES AND RESOLUTION**

- A. KW and CLIENT agree that, as a prerequisite to commencing litigation, all disputes between them arising out of or related to this Agreement shall be submitted to mediation before the American Arbitration Association acting under its Construction Industry Mediation Rules. Any litigation that

CLIENT initial \_\_\_\_\_



is commenced before completion of a mediation proceeding required by this provision shall be dismissed upon the motion of the party that did not commence the litigation.

- B. The sole venue for any litigation arising out of or related to this Agreement shall be Whatcom County Superior Court.
- C. Any litigation between the parties out of or related to this Agreement – whether commenced by complaint, third-party complaint or cross-claim – must be commenced within three years of the date on which KW last performs substantial services under this Agreement.
- D. KW waives all claims for damages against CLIENT and CLIENT's employees to the extent the damages are covered by insurance carried by or for the benefit of KW. CLIENT waives all claims for damages against KW and KW's employees to the extent the damages are covered by insurance carried by or for the benefit of CLIENT.
- E. Each party waives all claims for consequential damages against the other.

6. MISCELLANEOUS

- A. This Agreement may be terminated by either party on seven days written notice to the other party.
- B. In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances within Whatcom, Skagit, and Island Counties in Washington State. No warranty, expressed or implied, is made or intended by this Agreement, by the Services, by the documents prepared and issued by KW or by oral or written reports furnished by KW.
- C. Neither KW nor CLIENT may assign this Agreement or any rights arising under it, whether during or after performance, to any other person or entity without first receiving the written consent of the other party, which consent may be withheld for any reason.
- D. Drawings and specifications prepared by KW are instruments of service and are the property of KW whether the work for which they are prepared is executed or not. The instruments of service are not to be used on other projects, except by specific, written agreement. Copies of the instruments of service may be retained by the CLIENT for its reference in the use, maintenance and occupancy of the completed PROJECT. The instruments of service shall not be altered in any manner without the permission of KW. Any use of the instruments of service on another project, or on this PROJECT following a termination of this Agreement when KW is not in default, shall be at the CLIENT'S sole risk and without liability on the part of KW.
- E. Nothing contained in this Agreement shall create a contract relationship with, or a cause of action in favor of, any person or entity not a party hereto. There are no third party beneficiaries of this Agreement.
- F. This Agreement states all of the terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both parties.

CLIENT initial \_\_\_\_\_



## FEE SCHEDULE

Services performed by Kingworks Structural Engineers ("KW") on the basis of hourly rates will be charged at the following rates:

<i>CLASSIFICATION</i>	<i>HOURLY RATE</i>
Principal	\$152.00
Project Manager / Associate	137.00
Senior Engineer	127.00
Staff Engineer	99.00
EIT	90.00
Technician	81.00
Clerical	50.00

The rates may be changed annually in accordance with KW's normal review practices.

**Reimbursable Expenses are in addition to compensation for Basic Services and Extra Services and include expenses incurred by KW directly related to the PROJECT, including the following:**

- 1 Outside consultant or testing services will be charged at cost plus 10%
- 2 Mileage in private or company vehicles will be charged at the current IRS Standard Mileage Rate for miles driven on PROJECT related business.
- 3 Actual travel and subsistence expenses incurred by KW personnel when away from the home office performing services related to the PROJECT will be charged at cost.
- 4 The actual expense of outsourced printing and reproduction of drawings and other documents (not for KW's internal use) will be charged at cost.
- 5 5 cents will be charged per page for letter size documents and 40 cents per square foot will be charged for large format documents printed or reproduced in house (not for KW's internal use).
- 6 Delivery expenses, such as express shipment, messenger charges and postage will be charged at cost.
- 7 Other similar PROJECT-related expenses.

Reimbursable Expenses will be billed monthly. Except as specifically stated above, Reimbursable Expenses will be charged at cost.



CLIENT initial \_\_\_\_\_

May 4, 2020

RMC Architects  
1223 Railroad Avenue  
Bellingham, WA 98225

**Attention:** Brad Cornwell, Principal

**Regarding:** Fee Proposal – Engineering Services  
Whatcom County Office Building Planning Services

We are pleased to furnish this proposal for consulting engineering services. We will provide mechanical and electrical services for the referenced project, in accordance with the following.

**Scope of Work**

Scope includes planning phase engineering consulting services for approximately 180,000 square feet (sf) of new core and shell office space for Whatcom County in Bellingham, Washington. The planning study will review 3 to 5 schemes on a single site, including likely options of three similarly sized buildings and one single, non high-rise building. The project will pursue LEED Silver certification. We will provide input on conceptual mechanical and electrical and system alternatives in coordination with the proposed architectural schemes. Our deliverable will include high level input to RMC's planning study narrative and budgetary cost opinion. The work will be accomplished over a 6-week time period. The following tasks are included:

**A. Mechanical and Electrical:**

- Review up to 5 architectural building schemes
- Review conceptual system choices
- Participate in (2) conference calls
- Assist with preliminary LEED review for system selection input
- Narrative and budgetary cost model input
- Preliminary electric utility coordination

8000  
x 1.25 m/h  
= 8400

We propose a fee of \$8,000 on an hourly NTE basis at \$175/hr. We appreciate this opportunity to provide engineering services. Please let us know if you have any questions about our proposal.

Sincerely,  
HARGIS ENGINEERS, INC.

Erik Stearns, PE  
Principal, Electrical



Brian Haugk, PE  
Principal, Mechanical



\\HARGISFILE\General\GG.vol\ADMIN,VOL\FEE\Client (Owner)\Civic - Public Safety-Administration\Whatcom County\RMC FPMET 20200501 Whatcom Co Office Planning.docx

1201 third avenue, suite 600  
Seattle, Washington 98101  
t 206 448 3375 w hargis.biz

**HARGIS**

mechanical  
electrical  
telecommunications  
security  
energy



1700 Westlake Ave N, Suite 200  
Seattle WA, 98109  
220 NW 8<sup>th</sup> Ave  
Portland, OR, 97209

206 259 2990  
www.dwcost.com  
WBE WOSB SCS

May 12, 2020

Brad Cornwell  
**RMC Architects**  
1223 Railroad Avenue  
Bellingham, WA 98225

**RE: Whatcom County Northwest Annex Feasibility Study**

**FPSEA-2020-0073**

Dear Brad Cornwell,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees and contract terms, please sign as indicated, retain a copy and return the signed copy.

Sincerely,

Trish Drew, CPE, LEED AP  
Managing Director

## SCHEDULE 1

### DCW COST MANAGEMENT, LLC's Basic Services

#### Project Description:

We understand that the project comprises cost planning for the Whatcom County Northwest Annex Feasibility Study located at 5280 Northwest Dr C, Bellingham, WA 98226. The cost study scope of work includes costing the feasibility study documents.

The intended design study includes new construction of up to 90,000 square feet of flexible tenant space and associate sitework to support new and relocated county departments.

#### Detailed Scope of Work:

##### Task 1 Feasibility Study

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

**SCHEDULE 2  
Fee Schedule**

**Fee Breakdown**

	HRS	RATE	SUM
Task 1	62.5	\$160	\$10,000.00
<b>SUM Total</b>	<b>62.5</b>		<b>\$10,000.00</b>

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$10,000**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

*10,000 Allowance  
 x 1.05 m/n  
 -----  
 \$ 10,500*



**SCHEDULE 3**

**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$175.00
Specialists	\$165.00- \$175.00
Cost Estimators*	\$150.00 - \$165.00
Clerical	\$ 85.00
Deposition and Trial	Additional 50%

\*Primary work performed by Cost Estimators

**Confirmation of Agreement:** This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: RMC Architects

DATE: 5/12/2020

DATE:

By: Trish Drew

By: Brad Cornwell

Its: Managing Director

Its: Principal

  
\_\_\_\_\_  
\_\_\_\_\_



600 Dupont Street  
Bellingham, Washington 98225  
360.647.1510

May 5, 2020

Whatcom County Public Works  
c/o RMC Architects  
1223 Railroad Avenue  
Bellingham, Washington 98225

Attention: Brad Cornwell, AIA, LEED AP

Subject: Proposal  
Geotechnical Engineering Services  
Whatcom County Northwest Annex Feasibility Planning  
Bellingham, Washington  
File No. 0484-115-00

## **INTRODUCTION AND PROJECT UNDERSTANDING**

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide geotechnical engineering services for the proposed Whatcom County Northwest Annex Feasibility Planning project to be located at the existing County facility at the southeast corner of Smith Road and Northwest Avenue north of Bellingham, Washington. This proposal is based on correspondence with Brad Cornwell of RMC Architects, previous experience in the project vicinity and previous experience on similar projects.

The proposed facility will be located at the site of Whatcom County's existing Permitting Office which includes a larger one- to two-story primary structure and several smaller appurtenant structures and garages, paved and gravel driveway areas and landscaping. We understand that the County is evaluating the feasibility of constructing 180,000 square feet (sf) of flexible office space to consolidate some County offices and services. Building concepts include a spread out campus with several smaller buildings (two-story with 30,000 sf office space each), or a possible larger single structure up to four stories high. Additional infrastructure improvements including new parking areas, stormwater facilities and utilities are also planned at the site.

GeoEngineers previously completed geotechnical evaluations for the County Road Maintenance Shop located southeast of the site, and drainage evaluation at the Phillips 66 Soccer Fields to the east. Subsurface conditions in the project vicinity are expected to consist of a limited thickness of fill soils overlying generally sandy glacial outwash with relatively shallow groundwater. Key design considerations will be evaluation of soil liquefaction potential, determining suitable foundation types for new structures, and stormwater management.

## SCOPE OF SERVICES

The purpose of our geotechnical engineering services is to provide preliminary geotechnical site evaluation in a phased approach for feasibility evaluation of the proposed site redevelopment, including a desktop study and preliminary design considerations, limited site exploration, and preliminary design recommendations. We propose the following scope of services:

### Task 100 – Desktop Study and Preliminary Design Considerations Memo

1. Review geologic maps, topographical maps, and geotechnical engineering studies from the project vicinity, including information from our files for nearby properties, as available.
2. Review available groundwater information from the site and nearby properties.
3. Prepare a brief memorandum summarizing available geotechnical information and major geotechnical design considerations. This memo will aid in further project planning and will include:
  - a. Summary of expected soil and groundwater conditions based on the information available.
  - b. Preliminary review of site seismic design considerations including liquefaction potential of site soils and effect on suitable structure foundation types based on assumptions regarding subsurface soil profile.
  - c. A discussion of conceptual-level design alternatives for site development and foundation support for lighter one- to two-story structures and a possible larger and heavier four-story structure. Included will be a discussion of special ground improvement and/or foundation procedures such as stone columns/Geopiers™ or pile foundations if appropriate for mitigation of site soil and seismic considerations.
  - d. A discussion of anticipated site stormwater management and infiltration potential of site soils.
  - e. A discussion of relative rough order of magnitude (ROM) costs associated with foundation alternatives based on discussions with specialty contractors, if appropriate.

### Task 200 (Option A) – Limited Test Pit Explorations and Laboratory Testing

1. Visit the site to locate the explorations and coordinate utility locate. GeoEngineers will call the state “dial-before-you-dig” contractor number to clear utility locations prior to the explorations. In accordance with state law, we will perform a subsequent site visit to confirm that all utilities have been marked at the exploration locations. We have also included budget for a private utility locate to clear exploration locations. This service is recommended unless detailed as-built utility information is available. We would request that a representative from the County provide us with all available utility information for the property.
2. Perform site exploration by excavating test pits at the site using a subcontracted excavator or backhoe. We will complete approximately six test pits to maximum depths of 8 to 10 feet below the ground surface, as feasible with the available equipment. We anticipate field work can be completed in 1 day. The test pits will be backfilled upon completion with the excavated soils which will be compacted to the extent practical using the excavator or backhoe bucket.
  - a. The County can provide a excavator/backhoe and operator if desired for a reduced fee.
  - b. The test pits will be backfilled with excavated soils and tamped with the excavator bucket. Some settlement should be expected in test pit areas over time. .

3. Evaluate pertinent physical and engineering characteristics of the foundation soils based on laboratory tests performed on samples obtained from the borings. We anticipate that laboratory testing will consist of moisture content, percent fines/particle size analysis, and Atterberg limits as appropriate for the materials encountered.

**Task 200 (Option B) – Drilled Site Explorations and Laboratory Testing**

1. Complete utilities location as described in Option A above.
2. Drill four to six borings using hollow-stem auger drilling and Standard Penetration Test (SPT) drilling techniques, extending in the range of 25 to 30 feet below the existing ground surface (bgs), with at least one of the borings extending to a depth up to 75 feet bgs or to a dense bearing layer if present. The depth of the borings is intended to characterize near-surface soil and groundwater conditions for shallow bearing support and the presence/depth of liquefiable soils or soft clays that could influence foundation performance and settlement. The borings will be completed with a specialized track-mounted or truck-mounted drill rig subcontracted to GeoEngineers.
  - a. We anticipate the explorations will be completed in about 1½ days.
    - i. One of the explorations will be completed as a piezometer extending about 10 to 15 feet bgs.
    - ii. The drill cuttings will be left on site, and disposal coordinated with the County. The borings will be backfilled in accordance with the Department of Ecology requirements.
  - b. We have included planning in our estimate for extending at least one of the borings to a depth up to 75 feet bgs to determine the presence and depth to the dense bearing layer. The purpose of this deeper boring would be to provide a preliminary evaluation of ground improvement or pile foundations, if necessary, and provide a soil profile for seismic design in accordance with International Building Code (IBC).
  - c. This exploration plan (number and depth of borings) may be modified/adjusted to accommodate site conditions encountered.
3. Complete laboratory testing as described in Option A above.

The borings or test pits for both options will be monitored by one of our geotechnical engineers or engineering geologists on a full-time basis. Our representative will obtain samples of the various soils encountered, classify the materials and maintain a detailed log of each exploration. The soil samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as appropriate.

Note: If 'Option A' test pit explorations are selected, it is likely that additional design-level site explorations and engineering analysis will be required, depending on site conditions and final building options. If 'Option B' drilled explorations are selected, it may be feasible to complete future final design without additional site explorations, however some additional exploration could provide value if a larger building alternative is selected for the site.

**Task 300 – Preliminary Geotechnical Design Recommendations**

1. Provide seismic design considerations based on the 2018 IBC, including potential for liquefaction of bearing soils, based on information available.

2. Complete a pre-design level evaluation of foundation support options and other significant geotechnical design considerations, including:
  - a. Shallow foundation, mat foundation, slab-on-grade analysis and support conclusions. A discussion of ground improvement and/or pile foundation options will be included as appropriate.
  - b. Provide a discussion of site stormwater management including detention or infiltration options. The feasibility/infeasibility of infiltration at the site will be evaluated based on soil grain size characteristics and compared with Department of Ecology Stormwater Management Manual guidelines. It may be necessary to complete a future pilot infiltration test (PIT) to determine in-situ infiltration rates and/or mounding analysis during a future phase of work (i.e. not included in this scope and fee estimate).
  - c. Provide a discussion of earthwork considerations including stripping depth and site preparation, suitability of existing fill soils, use of on-site soils for structural fill, imported soils, and compaction criteria for building and slab support.
  - d. Provide a discussion of recommended additional site explorations and engineering analysis to complete future final design.
3. Provide a pre-design level geotechnical letter report with our conclusions and recommendations. Exploration logs, a site plan, and any supporting test data will be included.
4. Participate in a pre-design meeting with the project team and provide advance coordination for geotechnical related aspects of site layout and planning. We have assumed one 2-hour meeting and 2 hours of additional consultation time for this task.

#### **SCHEDULE, TERMS AND BUDGET**

GeoEngineers is available to begin work immediately upon notice to proceed. Our desktop design considerations memorandum can be completed within 2 weeks after notice to proceed. We can schedule the site explorations upon request—typically the drilling subcontractor is available within about 4 weeks. The laboratory analyses can be complete within about 2 weeks after the explorations. Our preliminary design report can be available shortly thereafter depending on required coordination with the project team. We can provide verbal results to you and/or other design team members as the results become available. If this schedule does not meet your needs, please contact us regarding any modifications that will allow you to meet your time schedule.

We propose to conduct our services on a time-and-expenses basis in accordance with the terms described in our General Conditions, which are attached and form a part of this proposal. We will only invoice for those services completed. The estimated fee for our services will be determined using the rates contained in our Schedule of Charges, which also is attached as part of this proposal.

<b>Geotechnical Engineering Services</b>	<b>Estimated Fee</b>
<b>Task 100—Desktop Study and Preliminary Design Memorandum</b>	
Review available soil and groundwater information	\$1,200
Preliminary design considerations memo	\$1,500
<b>Task 100 Subtotal</b>	<b>\$2,700</b>
<b>Task 200—Limited Site Explorations and Laboratory Testing</b>	
Utility locate, subcontractor and County coordination	\$900
Subcontracted private utility locate	\$400
Option A—GeoEngineers field labor and expenses	\$ 1,600
Option A—Subcontracted test pit explorations	\$1,300
Option B—GeoEngineers field labor and expenses	\$2,200
Option B—Subcontracted drilled explorations	\$5,700
Laboratory testing	\$900
<b>Task 200 Subtotal</b>	<del>\$5,100 (Option A)</del> or <b>\$10,100 (Option B)</b>
<b>Task 300—Preliminary Geotechnical Design Recommendations</b>	
Preliminary engineering analysis	\$1,100
Preliminary geotechnical report preparation	\$2,600
Meeting attendance, consultation and project management	\$1,300
<b>Task 300 Subtotal</b>	<b>\$5,000</b>
<b>Total (Option A)</b>	<del><b>\$13,400</b></del>
<b>Total (Option B)</b>	<b>\$18,000</b>

This scope and fee estimate is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date. There are no intended third-party beneficiaries arising from the services described in this agreement and no party other than the party executing this agreement shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.



We appreciate the opportunity to present this scope and fee estimate and look forward to working with you on this project. Formal authorization for our services can be provided by returning one signed copy of this proposal. Please call if you have questions.

Sincerely,  
GeoEngineers, Inc.

Mark W. Rose, PE  
Geotechnical Engineer

Sean W. Cool, PE  
Associate

MWR:SWC:mls

Attachments:  
General Conditions—Standard 2020  
Schedule of Charges—Local Agency (Bellingham) 2020

One copy submitted electronically



The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

<b>Whatcom County Public Works</b> <small>ORGANIZATION</small>	<small>* SIGNATURE</small>
<small>DATE</small>	<small>TYPED OR PRINTED NAME</small> <small>*Individual with contracting authority.</small>

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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## GENERAL CONDITIONS

### Definitions

The words and phrases listed below have the following meanings when used in this Agreement:

**"Agreement"** means the complete agreement between Client and GeoEngineers, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

**"Client"** means the individual(s) or entity that has entered into this Agreement with GeoEngineers.

**"GeoEngineers"** means GeoEngineers, Inc., a Washington corporation, and any of its employees, officers and directors. GeoEngineers is sometimes referred to as "us," "we" or "our" throughout this Agreement.

**"Hazardous Materials"** means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**"Scope of Services"** means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

**"Excluded Services"** means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

### Integrated Written Agreement

This Agreement represents the entire and integrated agreement between Client and GeoEngineers and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and GeoEngineers.

GeoEngineers has made no promise or inducements to Client to enter into this agreement other than what is explicitly provided in the agreement. Client is not relying on any representations made by GeoEngineers outside of those embodied in this Agreement.

### Conflicts

Any alteration to these General Conditions or appended terms and conditions by Client shall be void and not included as part of this Agreement unless mutually agreed to in writing by both parties. In the event of conflict between these General Conditions and any terms appended by the Client that are agreed to by the parties, the terms of these General Conditions shall prevail.

### Standard of Care and Warranty Disclaimer

GeoEngineers will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

### Client Furnished Information and Obligations

Client will provide GeoEngineers with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that GeoEngineers is not responsible for damages to underground utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify GeoEngineers for these damages to the extent provided in the INDEMNIFICATION section of these

GENERAL CONDITIONS. GeoEngineers is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. GeoEngineers may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

### Permits and Agency Arrangement

If included in the Scope of Services, GeoEngineers will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by GeoEngineers, designate GeoEngineers as its agent for the purposes of drafting permit and/or license applications. GeoEngineers' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. GeoEngineers will rely upon data collected by and information provided by Client in preparing the applications. GeoEngineers shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by GeoEngineers.

GeoEngineers cannot and does not guarantee that permits or approvals will be issued by the governing authorities, and will not be subject to any claims, losses or damages allegedly incurred as a result of Client's failure to obtain the necessary permits and approvals.

Client waives any claim against GeoEngineers relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies.

### Rights of Entry

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

### Surface and Subsurface Disturbance

GeoEngineers will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

### Discovery of Hazardous Materials

"Unanticipated hazardous materials" are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against GeoEngineers relating to the discovery of unanticipated hazardous materials and will indemnify GeoEngineers to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.

### Off-site Disposal of Hazardous Materials

Client acknowledges that GeoEngineers is not and shall not be required to be in any way an 'arranger', 'operator', or 'transporter' of hazardous materials present or near the project site, as these terms are defined in applicable Federal or State

*GeoEngineers, Inc. is an Affirmative Action and Equal Opportunity Employer*

GeoEngineers - General Conditions-Standard 2020 (rev 03.19.2020)

**GEOENGINEERS** 



Statutes. In addition, Client shall sign all manifests for the disposal of substances affected by regulated contaminants.

However, if the parties mutually agree that GeoEngineers sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the hazardous materials, GeoEngineers shall do so only as Client's agent. Client agrees to defend, indemnify, and hold harmless GeoEngineers, its officers, directors, employees and agents from any claim, suit, arbitration, or administrative proceeding, damages, penalties or liability that arise from the executing of such manifests on Client's behalf.

Further, GeoEngineers will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but GeoEngineers shall not make any independent determination about the selection of a treatment, storage, or disposal facility.

### Unanticipated and Changed Conditions

Actual subsurface conditions may vary from those encountered at the specific locations where GeoEngineers conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. GeoEngineers reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, GeoEngineers and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client's needs. If Client and GeoEngineers cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to GeoEngineers by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

### Site Safety

GeoEngineers will maintain a safety program for our employees. GeoEngineers specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. GeoEngineers is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

### Construction and Remediation Observation

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to GeoEngineers.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures selected by any contractor or agent of Client or any third party to this Agreement.

Further, a duty to provide contract administration or contract management services may not be imputed from GeoEngineers' professional actions or affirmative conduct when on the job site.

### Sample Retention and Disposal

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

### Identification of Other Contaminants

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. GeoEngineers' instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of GeoEngineers' laboratory data validation review non-COI contaminants are identified with COI-equivalent data quality and analytical values at or above regulatory action levels, GeoEngineers will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client's sole risk, and Client shall indemnify and hold harmless GeoEngineers from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

### Confidential Information

Unless otherwise agreed to in writing by the parties, each party expressly undertakes to retain in confidence, and to require its employees and consultants to retain in confidence, all data and/or information of the other party that is not generally known to the public, whether of a technical, business or other nature, that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure reasonably ought to be treated as proprietary and confidential ("Confidential Information"). Each party agrees not to use the Confidential Information of the other party except pursuant to this Agreement. The receiving party will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties except as may be required by law or judicial order. The receiving party will protect and maintain the confidentiality of all Confidential Information of the disclosing party with reasonable care, including but not limited to informing all employees, agents or contractors to whom Confidential Information is disclosed of the confidentiality obligations imposed by this Agreement. Confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding the foregoing, GeoEngineers may use the Client's name and logo in connection with identifying its prior customers and projects. Data and/or information that is disclosed due to a party's computer systems being hacked or through other such improper or illegal cyber conduct, including but not limited to phishing and viruses, shall not be considered a disclosure under this paragraph.

### Instruments of Service and Proprietary Methodologies

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoEngineers are Instruments of Service and remain our property. We will retain final project records for a period of 20 years from completion of our services.

Neither Client nor any other party may modify or use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. GeoEngineers is not responsible for such modification or reuse (unless such modification or reuse is expressly authorized by GeoEngineers in writing). Client will defend, indemnify, and hold GeoEngineers harmless against any claims, damages, or losses relating to such modification or reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

GeoEngineers grants Client a limited license to utilize its Instruments of Service for the purposes described in the scope of services, and for maintenance of the Project thereafter, subject to any limitations expressed in the Instruments of Service. GeoEngineers may withdraw or terminate that limited license at any time if Client fails to comply with this Agreement, including but not limited to the circumstance in which Client fails to timely pay outstanding invoices. In the event that GeoEngineers withdraws the limited license, Client herein acknowledges that Client is prohibited from using the Instruments of Service for any purpose from that date forward. GeoEngineers will not be responsible nor liable, and Client will hold GeoEngineers harmless for any damages or injury flowing, or allegedly flowing, from Client's inability to utilize the Instruments of Service as a result of the circumstances described herein. Client herein agrees that injunctive or other relief is appropriate if GeoEngineers believes that Client is utilizing the Instruments of Service in a manner contrary to this paragraph or as otherwise described in the preceding paragraphs under this Article titled "Instruments of Service and Proprietary Methodologies." This paragraph shall survive the termination of this Agreement.

GeoEngineers may provide Client with Instruments of Service that include pre-existing content or data which are generated at least in part by or derived from proprietary and or patented methodologies and systems. GeoEngineers may also apply proprietary and or patented methodologies and systems in fulfilling the terms of this agreement, and may also make temporarily available to Client a working knowledge of such proprietary and or patented methodologies and systems during the term of this agreement.

Notwithstanding anything to the contrary, GeoEngineers shall retain ownership over all intellectual property rights including, but not limited to, inventions, patents, copyrights, know how, trade secrets, and trademarks in such Instruments of Service and their associated data and in the proprietary and or patented methodologies and systems. Subject to full payment by Client to GeoEngineers of all amounts owed hereunder and the terms of any licensing agreement between the parties, GeoEngineers grants to Client a nonexclusive, nontransferable license to use the Instruments of Service. Client shall not distribute, rent, lease, service bureau, sell, sublicense, or otherwise transfer the Instruments of Service or their data or content, unless previously agreed to in writing by GeoEngineers, and shall not decompile, reverse engineer, disassemble, reverse translate, or in any way derive any trade secrets or source code from the Instruments of Service. Unless otherwise specified in writing between the parties, no such Client use of Instruments of Service shall give rise to any right in the Client to use the proprietary and or patented methodologies and systems referred to herein. During and only during the term of this agreement, GeoEngineers grants to Client a nonexclusive, nontransferable license to employ such proprietary and or patented methodologies and systems as have been disclosed to Client by GeoEngineers pursuant to fulfilling the terms of this agreement.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than GeoEngineers to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of GeoEngineers and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

### Billing and Payment

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify GeoEngineers within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified GeoEngineers within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs

and our staff time. Collection efforts for past due amounts by GeoEngineers shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by GeoEngineers. Payment to GeoEngineers for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to GeoEngineers shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.

### Adjustment for Increased Costs

GeoEngineers reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if GeoEngineers must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

GeoEngineers revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

### Scope of Services and Additional Services

Our engagement under this Agreement includes only those services specified in the Scope of Services. GeoEngineers has no duty to provide services beyond those explicitly described in the scope of services or as may be changed (provided that such changes do not materially change the original scope), or added via a signed directive by the Client, as described more fully in the next paragraph. Client understands and agrees that GeoEngineers' scope will not be expanded by, and no duties or responsibilities may be imputed from GeoEngineers' actions or affirmative conduct when on site.

If agreed to in writing by the Client and GeoEngineers, GeoEngineers shall provide the additional services which shall become part of the Scope of Services and subject to the terms of this agreement. Such services shall be paid for by the Client in accordance with GeoEngineers' then prevailing Schedule of Charges unless otherwise agreed to in writing by the parties.

Client agrees it will not hold us liable and expressly waives any claim against GeoEngineers for 1) not performing additional services that Client instructed us not to perform, 2) not performing additional services that were not specifically requested in writing by Client and agreed to by both parties, 3) not performing recommended additional services that Client has not authorized us to perform.

### Termination of Services

#### Termination for Cause

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

#### Termination for Convenience

Either party may terminate this Agreement for convenience upon seven (7) days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

### Suspension of Services

If the project or GeoEngineers' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoEngineers shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate GeoEngineers

for expenses incurred as a result of the suspension and resumption of its services, and GeoEngineers' schedule and fees for the remainder of the project shall be equitably adjusted.

If GeoEngineers' services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoEngineers may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, GeoEngineers may suspend performance of services upon five (5) calendar days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, GeoEngineers shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused GeoEngineers to suspend services, GeoEngineers shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by GeoEngineers exceeding 30 calendar days shall, at GeoEngineers' option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to GeoEngineers, GeoEngineers shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to GeoEngineers sufficient funds to replenish the retainer to its full prior amount.

### Delays

The Client agrees that GeoEngineers is not responsible for damages arising directly or indirectly from any delays for causes beyond GeoEngineers' control. Such causes include, but are not limited to, strikes or other labor disputes, epidemics, quarantine restrictions, severe weather disruptions, fires, floods, earthquakes, tidal waves, riots, terrorist acts, freight embargoes, insurrections, wars, or other natural disasters, emergencies, or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GeoEngineers to perform its services in an orderly and efficient manner, GeoEngineers shall be entitled to an equitable adjustment in schedule and/or compensation.

### Indemnification

GeoEngineers will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of GeoEngineers, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of GeoEngineers and other parties, including the Client, the duty to indemnify shall apply only to the extent of GeoEngineers' proven negligence.

The Client will defend, indemnify and hold GeoEngineers, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to this project or this Agreement, provided that Client's indemnification obligations shall not apply to the extent of the proven negligence of GeoEngineers, its officers, agents and employees.

Client's indemnification obligation shall include, but is not limited to, all claims against GeoEngineers by an employee or former employee of Client, and Client expressly waives all immunity and limitation of liability under any industrial insurance act, worker's compensation act, disability benefit act, or employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. Client's waiver of immunity by the provisions of this paragraph extends only to claims against GeoEngineers by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

Client's duty to defend in this paragraph means that Client shall assume the defense of such claim using legal counsel selected or approved by GeoEngineers

and GeoEngineers shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this paragraph, Client shall not compromise or settle the claim without GeoEngineers' consent unless: (i) such settlement or compromise only involves monetary relief that is paid in full by Client, (ii) GeoEngineers is not liable for any such settlement or compromise, and (iii) there is no finding or admission that GeoEngineers is or was liable under any legal theory for damages relating to the claim.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

### Limitation of Remedies

GeoEngineers' aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees, agents and subconsultants, is limited to \$50,000 or the amount of GeoEngineers' fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, GeoEngineers' indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

If Client desires a higher limitation, GeoEngineers may agree, at Client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

### No Personal Liability

The Client agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of GeoEngineers shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

### Insurance

GeoEngineers maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies at the request of the Client.

### Mutual Waiver of Consequential Damages

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract. In addition, Client expressly waives any and all claims against GeoEngineers for any liquidated damages liability that may be incurred by or assessed against Client.

### Disputes

Any dispute, controversy or claim arising out of or related to this Agreement or its breach that is not resolved through negotiation between the parties, must be referred to mediation before pursuing any other dispute remedy. Each party shall bear its own costs and attorneys' fees arising out of the mediation and the costs of the mediation shall be divided equally between the attending parties.

If the matter has not been resolved through the mediation process, either or both parties may elect to pursue resolution through litigation. The parties submit to the jurisdiction of the State of Washington and agree that any legal action or proceeding arising out of or relating to this Agreement must be brought in the Superior Court in King County, Washington.

Client expressly agrees that before Client can bring a claim or cause of action against GeoEngineers as provided above, based on professional negligence or breach of the professional standard of care, Client will obtain the written opinion

of a licensed or registered professional practicing in the same licensing jurisdiction as the project in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or technical specialty that is the basis for the dispute. The written opinion of the licensed or registered professional must indicate that, in the professional opinion of the writer, GeoEngineers violated the prevailing standard of care in delivery of its services. Further, the written opinion must describe the basis for that opinion and a conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to GeoEngineers for review and comment at least 10 days before the claim or cause of action can be submitted to litigation. The parties agree that this clause was mutually negotiated and is an integral part of the consideration for this Agreement.

### Choice of Law

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington.

### Biological Pollutants

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants. Accordingly, Client agrees that GeoEngineers will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GeoEngineers from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

### Claims Assistance for Client

If a construction contractor or other party files a claim against Client, relating to services performed by GeoEngineers and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse GeoEngineers for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

### Time Bar to Legal Action

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, including but not limited to claims sounding in tort or in contract, and arising out of any alleged loss or any alleged error, will become barred two (2) years from the completion of GeoEngineers' services.

### No Third Party Rights

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and GeoEngineers. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and GeoEngineers and not for the benefit of any other party. No third party shall have the right to rely on the product of GeoEngineers' services without GeoEngineers' prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

### Assignment of Contract or Claims

Neither the Client nor GeoEngineers may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

### Survival

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

### Severability

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and GeoEngineers agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

### Equal Opportunity Employment

**GeoEngineers is an Equal Opportunity and Affirmative Action Employer. GeoEngineers shall abide by, and shall require that any subcontractors or vendors hired by GeoEngineers abide by, the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) which are incorporated as part of this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

## Schedule of Charges - 2020

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

<b>Professional Staff</b>	
Staff 1 Scientist	\$ 105/hour
Staff 1 Engineer	\$ 109/hour
Staff 2 Scientist	\$ 116/hour
Staff 2 Engineer	\$ 121/hour
Staff 3 Scientist	\$ 136/hour
Staff 3 Engineer	\$ 141/hour
Engineer/Scientist 1	\$ 159/hour
Engineer/Scientist 2	\$ 164/hour
Senior Engineer/Scientist 1	\$ 171/hour
Senior Engineer/Scientist 2	\$ 186/hour
Associate	\$ 207/hour
Principal	\$ 223/hour
<b>Technical Support Staff</b>	
Administrator 1	\$ 72/hour
Administrator 2	\$ 83/hour
CAD Technician	\$ 83/hour
CAD Designer	\$ 95/hour
CAD Design Coordinator	\$ 130/hour
GIS Analyst	\$ 128/hour
Senior GIS Analyst	\$ 142/hour
GIS Coordinator	\$ 160/hour
Technician	\$ 76/hour
Senior Technician	\$ 86/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

Air Quality Equipment, per day	\$	158.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	26.00
Continuous Recording Data Logger, per day	\$	315.00
Environmental Exploration Equipment, per day	\$	158.00
Field Data Acquisition Equipment, per day	\$	50.00
Field water quality testing equipment, per day (1 day min.)	\$	84.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	131.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	105.00
Groundwater Monitoring Equipment, per day	\$	231.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	11.00
pH Meter, per day	\$	16.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	105.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	37.00
Vapor Extraction Field Test, per day	\$	525.00
Vehicle usage, per mile (current IRS rate), or \$30/half-day, whichever is greater	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	84.00
Water Disposal Equipment, per use, per day	\$	53.00
Water Quality Equipment, per day	\$	131.00

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.