

RESOLUTION NO 11-047

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BOLA ARCITECTURE AND PLANNING FOR PROJECT MANAGEMENT SERVICES FOR THE OLD CITY HALL/LIBRARY PROJECT PHASE 1b

WHEREAS, the City of Roslyn desires to contract for professional project management services for the Old City Hall/Library Remodel Project Phase 1b; and

WHEREAS, the City previously used BOLA Architecture and Planning to design the project, Completion of Phase 1, design and bid package preparation of Phase 1b, and

WHEREAS, BOLA Architecture and Planning desires to provide project management for the Old City Hall / Library Project Phase 1b, and

WHEREAS, funding for project management is provided for by the granting agencies for this project at 20%, and

WHEREAS, the City will use less than 20% of the grant funds available for project management, and

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

Section 1. The City Council of the City of Roslyn hereby authorizes the Mayor to enter into a Professional Services Agreement with BOLA Architecture and Planning for Project Management for the Old City Hall / Library Remodel Project Phase 1b in an amount not to exceed \$65,883.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROSLYN,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13th DAY OF
DECEMBER, 2011



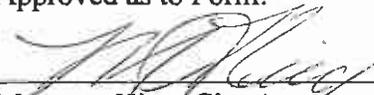
Cordy Cooke, Mayor Pro-Tem

Attest:



Amber Shallow, Clerk-Treasurer

Approved as to Form:



Margaret King, City Attorney

PROFESSIONAL SERVICES AGREEMENT
City of Roslyn and BOLA Architecture and Planning

This Agreement is entered into by and between the City of Roslyn, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and BOLA Architecture and Planning, hereinafter referred to as "the Contractor," whose principal office is located at 159 Western Avenue West, Suite 486, Seattle, WA 98119 .

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered within fifteen (15) days after City Council voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The City shall pay Contractor for services provided pursuant to this Agreement the, not to exceed, sum of up to \$65,883.00, which sum shall include all costs expended by Contractor in performing such services. The Contractor shall complete and return Exhibit "C," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 2, 2012, and ending May 29, 2012, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of

employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

6. Indemnification. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Contractor shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

7. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Contractor.

8. Termination. This Agreement may at any time be terminated by the City upon giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same.

9. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

10. Assignment and Subcontract. The Contractor shall not subcontract any services contemplated by this Agreement without the prior written consent of the City.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

12. Notices. Notices to the City of Roslyn shall be sent to the following address:

City Clerk-Treasurer
City of Roslyn
P.O. Box 451
Roslyn, Washington 98941
Phone number: 509-649-3105

Notices to the Contractor shall be sent to the following address:

Rhoda Lawrence
Phone: 206-447-4749

13. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

CITY OF ROSLYN, WASHINGTON

BOLA Architecture and Planning

By: C Cooke
Cordy Cooke, Mayor Pro-Tem

By: _____

Date: 12/21/2011

Date: _____

Attest/Authenticated:

Amber J. Shallow
Amber Shallow, City Clerk-Treasurer

Approved As To Form:

Margaret J. King, City Attorney

EXHIBIT "A"

See attached letter from BOLA dated December 8, 2011

EXHIBIT B

City of Roslyn
Billing Voucher

To: City of Roslyn
100 E Pennsylvania Ave
P.O. Box 451
Roslyn, WA 98941
Phone number: 509-649-3105
Fax number: 509-649-3174

Contractor: BOLA Architecture and Planning
Mailing Address: 159 Western Ave West, Suite 486, Seattle, WA 98116

Specific Program: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____

Authorized Signature

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this	
Contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Roslyn contract.

For Department Use Only

Approved for Payment:

_____ Date: _____

EXHIBIT C

City of Roslyn
100 E Pennsylvania Ave
P.O. Box 451
Roslyn, WA 98941

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Roslyn, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Roslyn before or along the submittal of the first billing voucher.

Please check the appropriate category:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Government	
<input type="checkbox"/> Individual/Proprietor	<input type="checkbox"/> Other (please explain)

TIN#: ____-____-____

SS#: ____-____-____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

December 8, 2011

City of Roslyn
PO Box 451
Roslyn, Washington 98941

Attention: Mitchell Long, Public Works

Re: Construction Observation Services for Roslyn Library and Community Hall Phase 1B Ground Floor Built Out

Dear Mr. Long,

We are pleased to provide you with a proposal for Construction Observation services for the Phase 1B Ground Floor Built Out at the Roslyn Library and Community Hall. The fees are based on our understanding that the City of Roslyn will hire a project manager as their daily on-site representative.

Scope of Work

Under this proposal, BOLA Architecture and Planning and our subconsultants will provide the following construction observation tasks:

Construction Observation

- Attend Pre-Construction Meeting
- Attend Weekly Site Meetings (up to 19), provide direction to Contractor, and provide minutes
- Review Shop Drawing and Submittals, respond to RFI's, and provide Construction Coordination
- Close-out Services and one Punchlist (2 meetings)
- Review Contractor's Record Drawings and O&M Manuals

The following tasks are excluded from our scope:

- a) Additional scope of work tasks, except as extra services negotiated between the City of Roslyn and BOLA
- b) Additional meetings, presentations, or site visits in excess of those listed below
- c) Construction related activities after May 29, 2012

Schedule

We anticipate that the construction will occur from January 2, 2012 – May 29, 2012, for a period of five (5) months. This results in nineteen (19) weekly site visits, and two (2) close-out/punchlist visits. If construction extends beyond that time frame, and our services are still required to assist the contractor in the completion of the project, we reserve the right to request additional services to cover the extension of construction time.

Proposed Fee

We are proposing a total fee of \$65,883 for our team's work on the construction observation tasks. Our proposal includes the fees for construction observation services of RFA, structural engineers; Greenbusch Group, mechanical engineers; Sparling, electrical engineers; Candela, lighting engineers; and ESM, civil engineers.

The proposed Construction Observation fees are based on our 2012 rates, and the scopes as described above. Additional construction observation phase services will be calculated using the rates for the year in which the services take place, should the project schedule be extended or changed. I estimate that our hourly rates may increase up to 5% per year over our 2012 rates.

This proposal also includes \$3,277 for reimbursable expenses, such as copies, mileage to the project site, deliveries, and long distance telephone calls. These will be charged at our direct cost plus 10% for handling.

Other reimbursable consultants such as property surveying and hazardous materials consultants, and reimbursable expenses such as any fees required by government agencies, not specifically identified are excluded from this fee proposal. The proposed fee is broken into the following categories and outlined in the attached breakdown sheets and proposals from our subconsultants:

1) Construction Observation – BOLA (21 weeks)	\$44,279
2) ESM, Civil Engineer	\$1,320
3) RFA, Structural Engineer	\$4,180
4) The Greenbusch Group, Mechanical Engineer	\$6,380
5) Sparling, Electrical Engineer	\$6,292
6) Candela, Lighting Engineer	<u>\$3,432</u>
Construction Observation Total	\$65,883

We reserve the right to request additional services to address contractor or owner requested changes and unforeseen conditions which result in time extensions and/or change orders.

Invoice and Payment Terms

Our standard payment terms call for our provision of invoices to you by the 10th of each month for work completed in the previous month, and for full payment within 30 days of the invoice date. Please let us know if you have a specific cycle or submission date, which will help to expedite your processing of our invoices.

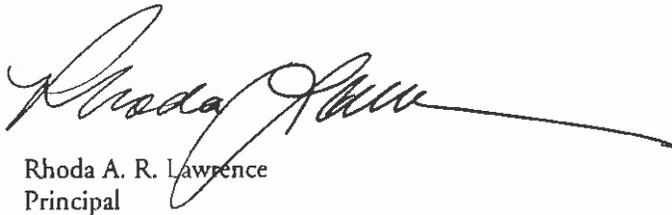
Please review this proposal and let me know if you have comments or questions. If the proposal meets your expectations, and the proposed fee is acceptable to you, we will use this letter as an Attachment to the City of Roslyn Contract for Architectural and Engineering Services. We will need your approval by December 20, 2011 to schedule the work.

Mitchell Long, December 8, 2011
Page 3 of 3

Please look over this proposal for construction observation services and let me know if you have comments or questions. If the proposal meets your expectations, and the proposed fee, schedule, payment terms are acceptable to you, please add this as an Exhibit Attachment to our current contract, or provide us with a new Professional Services Agreement.

We are very excited to see the next phase of this project begin!!

Sincerely,
BOLA Architecture + Planning



Rhoda A. R. Lawrence
Principal

Accepted

Date

SPARLING

December 7, 2011

Matt Hamel
BOLA Architecture
159 Western Ave West
Seattle, WA 98119

*Subject Roslyn Library and Community Hall Phase 1B
Construction Support Fee Proposal*

Dear Matt,

This letter outlines our understanding of scope of work and presents our fee proposal for electrical and lighting design construction support services.

PROJECT DESCRIPTION

This Project is the remodel of the Roslyn Library and Community Hall ground floor. Our scope of work under this fee proposal consists of construction support for this work.

PROJECT DESIGN SCHEDULE

We will commit our team of professionals to accomplish services for this Project according to our understanding of your Project design schedule. Our proposal is thus based upon the following phase duration schedule:

DESIGN PHASE

Construction Support

PHASE WORK DURATION

21 weeks

PROPOSED TEAM

We are pleased to offer you our following design disciplines' professional services and key team members:

DESIGN DISCIPLINE	PROJECT LEAD
Sparling Electrical Engineering	Jim Redding
Candela Lighting Design	Robert Smulling

BASIC SERVICES COMPENSATION

Each of the following design discipline's complete description of services offered for this Project is defined in attachments identified at the close of this letter. Fees shall be Fixed Lump Sum (FX) as indicated below.

ELECTRICAL ENGINEERING

PHASE	COMPENSATION	FEE TYPE
Construction Administration	\$5500	FX
Project Expenses Estimate	\$250	FX
Subtotal	\$5720	

LIGHTING DESIGN

	PHASE	COMPENSATION	FEE TYPE
	Construction Administration	\$3000	FX
	Project Expenses Estimate	\$120	FX
	Subtotal	\$3,120	

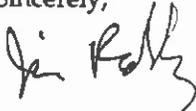
BASIC SERVICES ESTIMATED REIMBURSABLE EXPENSES

Our estimated expenses listed above are defined in ATTACHMENT C and are billed at cost plus 10% handling fee. Our expenses represent those directly encumbered Project costs associated with the scope of each discipline's services as defined in the attachments identified at the close of this letter.

DESIGN AGREEMENT

We offer our services for this project according to the terms and conditions defined in ATTACHMENT C including our requirement that an Agreement be executed for our services on this Project normally not later than our completion of Design Development services. We are prepared to provide all of our designated services for this Project under one Agreement generated by you or to offer you our Professional Services Design Agreement if you so desire. Thank you again for considering Sparling and Candela for this exciting project.

Sincerely,



Jim Redding, Associate, Electrical Engineering
jredding@sparling.com (206) 667-0536

Sparling

enclosures

Attachment A: Electrical Engineering Proposal
Attachment B: Lighting Design Proposal
Attachment C: Terms and Conditions

THE GREENBUSCH GROUP, INC.



December 6, 2011

Rhoda Lawrence
BOLA Architecture
159 Western Avenue West, Suite 486
Seattle, Washington 98119

Re: Proposal for Bidding and Construction Administration Services
Roslyn City Hall – Phase 1B

Dear Rhoda;

Thank you for the opportunity to continue to contribute to the Roslyn City Hall project. The following is our proposal for Phase 1B Construction Administration services.

Scope of Work

1. We will receive and review mechanical submittals.
2. We will answer questions from contractors by phone and email.
3. We have budgeted for three trips to the site during Phase 1B construction. One visit pre-cover, one for substantial completion and one for final completion. We believe most mechanical construction questions will be able to be answered by phone or email. Let us know if you believe more site visits will be required.
4. We will review O and M manuals.
5. We will review any equipment Test and Balance reports.

Exclusions: Electrical Engineering, Civil Engineering, Acoustical consultation, engineering for sitework, and services not specifically mentioned above.

Estimated Fee

The estimated fee for the work described above is \$ 5,800. We would invoice for our work monthly based on the percentage of our work that was complete.

The only reimbursable expense would be the cost of mileage for travel to the site, at the allowed Federal rate.

This fee estimate is effective for a period of 45 calendar days following the date of this letter. Our agreement will follow the requirements of AIA C 141 by reference.

We will maintain general and professional liability insurance with limits of \$1,000,000 for the duration of our involvement with this project.

Any requested and approved work not included with the scope described above will be conducted and invoiced at our current hourly rates for engineering services.

2012 Hourly Rates are as follows: Principal, \$165; Senior Mechanical Engineer, \$135; Mechanical Designer 1, \$100; Mechanical Designer 2, \$85; CAD, \$75; Administrator, \$60; Clerical, \$60.

Page 2
Roslyn City Hall
Phase 1B Construction Administration
December 6, 2011

We are very pleased to be considered for this project, and are looking forward to continuing to collaborate with you. We are prepared to begin work on this phase upon your written authorization. Please let us know if we can be of any further assistance.

Sincerely;
The Greenbusch Group, Inc.

Authorized by:
BOLA Architecture



Name

John Greenlaw, PE, P.Eng., LEED^{AP}
Vice President

Date

From: Steve Hall [shall@fossatti.com]
Sent: Thursday, December 08, 2011 11:56 AM
To: Rhoda Lawrence
Cc: Pete Pawlak
Subject: RE: Roslyn Phase 1B CA fee proposals
Rhonda,

Sorry for being late with our proposal.

For Construction Phase Services including one site visit during construction and one punchlist site visit upon completion.

We estimate that our fee will be \$3,800 plus expenses which breaks down to \$1,000 plus expenses per site visit and \$1,800 plus expenses for Construction Phase services.

We will follow-up with a formal fee estimate later today. Or would you prefer to send us a written contract similar to the contract dated October 19, 2010.

Please let us know if this email is sufficient or if you need a written proposal.

Best regards,

Steven G. Hall, P.E.
Project Manager



1411 4th Avenue Sulte 1510
Seattle, WA. 98101
p 206.456.3071 x107
f 206.456.3076
www.fossatti.com

From: Rhoda Lawrence [mailto:rlawrence@bolarch.com]
Sent: Thursday, December 08, 2011 11:31 AM
To: Steve Hall
Subject: RE: Roslyn Phase 1B CA fee proposals
Importance: High

Steve,

I need your fee proposal, right now, please.

Rhoda

Please note that I will be out of the office for the holiday starting on Thursday December 22, and BOLA Architecture + Planning will be closed for the holidays, starting at 5PM on Friday, December 23. We will reopen at 8:30AM on Monday January 2, 2012.

Have a safe and happy holiday season!

.....

From: Laura Bartenhagen [laura.bartenhagen@esmcivil.com]
Sent: Thursday, December 08, 2011 11:35 AM
To: Rhoda Lawrence
Cc: Matt Hamel
Subject: RE: Roslyn Phase 1B CA fee proposals
Hi Rhoda,

No problem, I can do that. The two site visits would be estimated at 4 hours each. I can remove the travel time for one of them, because I could visit another project and bill my time to that. So I would estimate a total of 6 hours for site visits (3 hours of travel time, and 1.5 hours for each site visit) and 2 hours to answer phone questions and provide technical assistance. That is a total of 8 hours at \$150/hour for a total of \$1,200.

Please let me know if this works better for you.

Thanks,

LAURA BARTENHAGEN, PE,
LEED® AP
laura.bartenhagen@esmcivil.com

From: Rhoda Lawrence [mailto:rlawrence@bolarch.com]
Sent: Thursday, December 08, 2011 11:31 AM
To: Laura Bartenhagen
Cc: 'Matt Hamel'
Subject: RE: Roslyn Phase 1B CA fee proposals

Hi, Laura,

Thanks for the CA fee proposal. It seems to me, though, that it is really high, given the scope of the civil work on this project. For the earlier phase, which was more complicated, ESMs fee was only \$990. I realize that Ray did not have the travel distance/time to contend with.

That said, could you please revise your proposal to just include a maximum of two site visits and a couple of hours to answer phone questions and provide technical assistance. No record drawings are required.

Thanks, Laura.

Rhoda

Please note that I will be out of the office for the holiday starting on Thursday December 22, and BOLA Architecture + Planning will be closed for the holidays, starting at 5PM on Friday, December 23. We will reopen at 8:30AM on Monday January 2, 2012.

Have a safe and happy holiday season!

.....

BOLA ARCHITECTURE + PLANNING
TEL 206.447.4749 FAX 206.447.6462

**Roslyn Library and Community Hall - Phase 1B Ground Floor Build-Out
Fee Worksheet**

Construction Administration
BOLA Architecture + Planning
December 8, 2011

TASKS For Construction Administration (using 2012 rates)

1. Construction Administration (1/2/12 - 5/28/12 - 21 weeks)

- A. Project Administration
- B. Weekly Meetings + Minutes (up to 8hrs/wk)
- C. RFI's and DC's (3hrs/wk)
- D. Shop Drawings and Submittals (8hrs/wk)
- E. Close-out and Punchlist
- F. Review Record Drawings and O&M's

Site Visits	Principal \$165	PM/PA \$135	PA \$95	Admin/WP \$70
	5			2
19		8	152	
		19	38	
		4	152	
2		4	16	
		2	10	
21	5	37	368	2
	\$825	\$4,995	\$34,960	\$140

412 Total Hours
82 Hours/Mo
\$41,002

Site Visits and Subtotal Hours
Subtotal Fee

2. Estimated Expenses

- In-house printing and copying \$400
- Travel, Office to Roslyn 180 miles ea. RT \$2,079
- Deliveries, Allowance \$500

Total Expense Allowances	\$2,979 x 1.10 =	\$3,277
SUB TOTAL ARCHITECTURAL		\$44,279

3. Subconsultant Fees

- Civil Engineer (ESM) \$1,320 x 1.10 = \$1,320
- Structural Engineer (RFA) \$3,800 x 1.10 = \$4,180
- Mechanical Engineer (The Greenbusch Group) \$5,800 x 1.10 = \$6,380
- Electrical Engineer (Sparling) \$5,720 x 1.10 = \$6,292
- Lighting Designer (Candela) \$3,120 x 1.10 = \$3,432

Total Subconsultants	\$19,640	\$21,604
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CA TOTAL \$65,883

SPARLING

December 7, 2011

Matt Hamel
BOLA Architecture
159 Western Ave West
Seattle, WA 98119

*Subject Roslyn Library and Community Hall Phase 1B
Construction Support Fee Proposal*

Dear Matt,

This letter outlines our understanding of scope of work and presents our fee proposal for electrical and lighting design construction support services.

PROJECT DESCRIPTION

This Project is the remodel of the Roslyn Library and Community Hall ground floor. Our scope of work under this fee proposal consists of construction support for this work.

PROJECT DESIGN SCHEDULE

We will commit our team of professionals to accomplish services for this Project according to our understanding of your Project design schedule. Our proposal is thus based upon the following phase duration schedule:

DESIGN PHASE

Construction Support

PHASE WORK DURATION

21 weeks

PROPOSED TEAM

We are pleased to offer you our following design disciplines' professional services and key team members:

DESIGN DISCIPLINE	PROJECT LEAD
Sparling Electrical Engineering	Jim Redding
Candela Lighting Design	Robert Smulling

BASIC SERVICES COMPENSATION

Each of the following design discipline's complete description of services offered for this Project is defined in attachments identified at the close of this letter. Fees shall be Fixed Lump Sum (FX) as indicated below.

ELECTRICAL ENGINEERING

PHASE	COMPENSATION	FEE TYPE
Construction Administration	\$5500	FX
Project Expenses Estimate	\$250	FX
Subtotal	\$5720	

LIGHTING DESIGN

	PHASE	COMPENSATION	FEE TYPE
	Construction Administration	\$3000	FX
	Project Expenses Estimate	\$120	FX
	Subtotal	\$3,120	

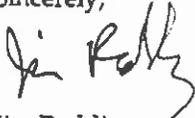
BASIC SERVICES ESTIMATED REIMBURSABLE EXPENSES

Our estimated expenses listed above are defined in ATTACHMENT C and are billed at cost plus 10% handling fee. Our expenses represent those directly encumbered Project costs associated with the scope of each discipline's services as defined in the attachments identified at the close of this letter.

DESIGN AGREEMENT

We offer our services for this project according to the terms and conditions defined in ATTACHMENT C including our requirement that an Agreement be executed for our services on this Project normally not later than our completion of Design Development services. We are prepared to provide all of our designated services for this Project under one Agreement generated by you or to offer you our Professional Services Design Agreement if you so desire. Thank you again for considering Sparling and Candela for this exciting project.

Sincerely,



Jim Redding, Associate, Electrical Engineering
jredding@sparling.com (206) 667-0536

Sparling

enclosures

Attachment A: Electrical Engineering Proposal
Attachment B: Lighting Design Proposal
Attachment C: Terms and Conditions

**ATTACHMENT A
ELECTRICAL ENGINEERING PROPOSAL
BY SPARLING, INC**

This Attachment defines Proposed Basic Services Electrical Engineering scope, process, deliverables; fees and expenses; and current standard hourly billing rates. This Proposal is offered according to the content and declarations of this Proposal Cover Letter and the Terms and Conditions contained herein in Attachment C.

BASIC SERVICES SCOPE, PROCESS & DELIVERABLES

CONSTRUCTION ADMINISTRATION

- Answer contractor's questions and record
- Answer contractor's Requests For Information (RFIs) and record
- Review specified/detailed components' submittals, shop drawings, samples and record
- Construction site observations – One site visit for observation
- Final completion observation and punch list – One site visit for punch
- Final completion punch list written report
- Construction record drawings review and approval

EXCLUSIONS

Any Electrical Engineering scope, process and deliverables not shown in above Basic Services shall be Additional Services, and may be provided as defined in Attachment C: Proposal Terms and Conditions.

ADDITIONAL SERVICES

Additional Services may include, but are not limited to:

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

BASIC SERVICES COMPENSATION

Basic Services Electrical Engineering Fees shall be Fixed Lump Sum (FX) as shown:

PHASE	COMPENSATION
Construction Administration	\$5500

Basic Services Electrical Engineering Reimbursable Expenses are in addition to fee compensation above and include expenses incurred directly related to the Project, as defined in Attachment C: Proposal Terms and Conditions. Reimbursable Expenses will be continuously monitored and may be adjusted if required to [conform to Project requirements.

Total Estimated Reimbursable expenses are \$250

END ATTACHMENT A: ELECTRICAL ENGINEERING PROPOSAL.

**ATTACHMENT B
LIGHTING DESIGN PROPOSAL
BY CANDELA LIGHTING DESIGN & CONSULTING, A DIVISION OF SPARLING, INC.**

This Attachment defines Candela's Proposed Basic Services Lighting Design scope, process, deliverables; fees and expenses; and current standard hourly billing rates. This Proposal is offered according to the content and declarations of this Proposal Cover Letter and the Terms and Conditions contained herein in Attachment C.

BASIC SERVICES SCOPE, PROCESS & DELIVERABLES

CONSTRUCTION ADMINISTRATION

- Answer contractor's Requests For Information (RFIs) and record
- Review specified lighting fixtures/components submittals and shop drawings and record
- Supervise final focusing and punch list at ONE site visit

EXCLUSIONS

Any Lighting Design scope, process and deliverables not shown in above Basic Services shall be Additional Services, and may be provided as defined in Attachment C: Proposal Terms and Conditions.

ADDITIONAL SERVICES

Additional Services may include, but are not limited to:

- Analysis of substitute/alternative fixture submittals after the award of construction contract
- Final lamp schedule for relamping
- Construction record drawings review and approval
- Site Visits during Construction

BASIC SERVICES COMPENSATION

Basic Services Lighting Design Fees shall be Fixed Lump Sum (FX) as shown:

PHASE	COMPENSATION
Construction Administration	\$3,000
TOTAL PROPOSED FEES	\$3,000\$3,000.00

Basic Services Lighting Design Reimbursable Expenses are in addition to fee compensation above and include expenses incurred directly related to the Project, as defined in Attachment B: Proposal Terms and Conditions. Reimbursable Expenses will be continuously monitored and may be adjusted if required to conform to Project requirements.

Total Estimated Reimbursable expenses are \$120

END ATTACHMENT B: LIGHTING DESIGN PROPOSAL