



PROFESSIONAL SERVICES AGREEMENT Everest Park Restroom Replacement

The City of Kirkland, Washington, a municipal corporation ("City") and Schemata Workshop, whose address is 1720 12th Ave, Seattle WA ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$247,839.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. GENERAL ADMINISTRATION AND MANAGEMENT

The Project Coordinator for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

IV. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31st, 2025.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which

could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

V. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

VI. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including chapter 42.56 RCW.

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and volunteers ("Indemnified Parties") from any and all claims, injuries, damages, losses, or suits (including reasonable attorney fees) arising out of the Consultant's negligent, wrongful, or tortious acts, errors, or omissions, willful or intentional misconduct or fraud, or breach of any of its obligations in performance of this Agreement, except this obligation of indemnity does not extend to the portion of injuries and damages to the extent caused by the sole or concurrent negligence of the Indemnified Parties. Consultant's defense obligations under this indemnification section are limited to the reimbursement of reasonable defense costs (including attorney and professional fees and expenses) in proportion to liability of the Consultant.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XXI. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXII. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XX. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination.

XXII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

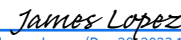
Signature: 

Printed Name: Geoff Anderson

Title: Principal

Date: Dec 20, 2023

CITY OF KIRKLAND:

Signature: 
James Lopez (Dec 28, 2023 11:57 PST)

Printed Name: James Lopez

(Type City Staff Name)

Title: Deputy City Manager, External Affairs

Date: Dec 28, 2023

schemata workshop

7 November 2023



Aimee Allcock, EIT
Capital Project Coordinator
123 Fifth Avenue
Kirkland, WA 98033-6189

Cc: Brian Baker, CIP Supervisor, Public Works Department

Re: City of Kirkland Restroom Building Replacements – Everest Park

Dear Aimee:

Thank you for inviting Schemata Workshop to lead the effort for Everest Park Restroom Replacement projects in Kirkland.

Scope of Work Summary

We will design for the replacement of the restroom buildings at Everest Park. The replacement restroom will be uniquely designed to the specific requirements and needs of Everest Park using the standards and specifications established by the City of Kirkland for park restrooms and other park standards.

At Everest Park, the plan will be to replace the existing restroom building at roughly the same location as the current one. This proposal includes the full design effort, through construction documents and the bidding process. The program will include the required restrooms, as well as the storage space.

Please see the scope summaries and deliverables described below. Additional information and detail is included on the individual sub-consultants proposal letters attached, to avoid inadvertently creating a conflict or misinterpretation of the scopes of work, particularly for the pass-through services provided for the convenience of the City of Kirkland.

Project Management

- **Weekly remote meetings/ check-ins** with City staff to ensure that the project stays on schedule. Schemata will participate in weekly video conferences, and/or telephone calls for the purpose of keeping the project team apprised of the project schedule and discussing impending items. Consultant partners may participate in these meetings depending on the agenda and availability. These meetings may be combined with other meetings, such as the kick-off meeting, site visits, and design review meetings.
- **Develop and maintain project schedule.** Schemata will prepare and keep updated a project schedule that documents the progress made on the project from contract authorization through design completion.
- **Manage the project team coordination.** Schemata Workshop will serve as the primary point of contact for the project, with the responsibility of keeping the city staff, as well as our design and engineering consultant team, up to date. This includes managing project tasks and schedules, communicating and tracking key decisions, and more.
- **Kick-Off Meeting.** Schemata will participate in (1) kick-off meeting with the City staff at Notice to Proceed. This meeting can be combined with a site visit or a virtual meeting. The purpose of the meeting will be to document the chain of command, communication and coordination protocols, schedule review, outline the scope and programs, and identify any initial issues or concerns to be addressed.

schemata workshop

- **Monthly project invoicing.** Consultant staff will prepare a monthly billing statement that identifies the contract scope that has been completed to date per subtask, and the percentage of the budget that has been expended to date by subtask.
- **Deliverables:**
 - Participation in Meetings, meeting minutes (Schemata)
 - Set-up and Management of ShareFile site for project coordination (Schemata)
 - Monthly invoices at the beginning of each month (Schemata)

Concept Design (10%) and Site Investigations and Analysis

This phase will provide key background information and the opportunity to explore the program. This also provides for key field explorations, such as surveying, and initial geotechnical and environmental investigations as needed.

- **Site Research.** Working with the City staff, we will collect and review all available historical documentation at the site. This includes any past record drawings, surveys, geotechnical data, environmental reports, and even if there has been prior community engagement.
- **Site Visits.** There is no better way to understand the site than to see it in-person. We propose to visit the site with City staff and our entire team, as available. We can walk the grounds together pointing out various site features, identify aspects of the site that could impact design, and hear firsthand about the site context and features.
- **Environmental Assessment.** For Everest Park, our environmental consultant shall review the historical documentation (Phase 1 ESA) for the site. The Environmental Assessment shall be provided under the Master Contract solely as a convenience to the City of Kirkland. This is a pass-through service.
- **Survey.** In order to prepare preliminary layouts for concept designs, including understanding the site boundaries, setbacks, easements, utilities, etc. we will need to have current surveys of the park site at the assumed location for the replacement building. Surveys shall be provided under the Master Contract solely as a convenience to the City of Kirkland. This is a pass-through service. See additional information described in AHBL's survey scope attached. The survey shall include the area around the existing restroom buildings.
- **Geotechnical Engineering Analysis.** At Everest Park two boring locations will be selected at the restroom location. The geotechnical report shall identify subsurface soil and shallow groundwater conditions, and recommendations for site preparations and foundation related construction. Please see the additional detailed information provided by Associated Earth Sciences regarding the geotechnical engineering scope. Geotechnical shall be provided under the Master Contract solely as a convenience to the City of Kirkland. This is a pass-through service.
- **Programming and Concept Designs.** This phase will include a concept site plan (location map) as well as a building concept plan for the replacement restroom buildings at Everest Park. Our team will test fit the stated program and finesse it as necessary to conform to site conditions and/or evolving discussions with the stakeholders and community engagement. We will use our Building Information Model to export concept visuals for the design massing. The following is the current assumptions of the program:

Everest Park Restroom Replacement

Approximately 1,100 SF; located at the existing building footprint.

Toilet capacity similar to 132nd Sq Park, but with 1 extra stall/urinal in the gendered restrooms to help with summer capacity needs at the park. This would include:

- 2 individual stalls
- 3 stalls in women's restroom
- 2 urinals and 1 stall in men's restroom
- Maintenance chase way with 40 SF storage space for restroom supplies

schemata workshop

No storage beyond a maintenance room/chase way area that includes a minimum of 40 SF additional space for RR storage supplies.

- **Conceptual Cost Estimate.** Based on the concept design that is developed as the preferred option, the team will work with our cost estimator to prepare a conceptual estimate of probable construction costs for the project, including removal of the existing building, restoring the site, sitework cost, and the new restroom building per the program described below.
- **Outreach Event.** Schemata Workshop will participate in one (1) outreach event and help with providing materials for any presentations required, including providing imagery for boards or PowerPoint presentations.
- **Deliverables:**
 - Technical Memoranda and Geotechnical Report documenting results of field testing and analysis, parameters for foundation design for light standard foundations and structural elements, and recommendations related to any soil contamination identified. (AESI)
 - Topographic survey & GIS data. (AHBL)
 - Programming Document
 - 10% Concept Design Drawings & Visuals.
 - Site Plan / Location Map (Schemata Workshop w/AHBL civil and landscape)
 - Building Concept Plans/Model (Schemata)
 - MEP Concept System diagram layouts. (GDM & Cross)
 - Concept Cost Estimate (DCW)
 - Participation in one outreach event.

Schematic Design (30%)

This phase will include developing the preferred design option approved at the 10% Concept Design phase. At this time, this scope description only includes work at Everest Park.

- **Schematic Design Drawings.** At 30% design, the full architecture and engineering team will be collaborating on the design. This will include initial structural, mechanical, and lighting design analysis, as well as a draft tree retention plan (Optional service to add arborist services if deemed necessary). The team will also start to look at site utilities, (shown on the plans) and coordination with the appropriate parties, (e.g., Puget Sound Energy).
- **Outline Specifications.** This will include an assumption of the specification Table of Contents, with general information which describes the design and material intent.
- **Hazardous Materials Investigation.** As we proceed with designs and cost estimates, it will be important to know if the existing building to be demolished contains hazardous materials. Our consultant will inspect the existing building to perform a limited hazardous survey, and create a report that will be included with the final construction documents package and referenced as applicable in the drawings and specifications.
- **Permitting.** We will begin the permitting process by reaching out to the Kirkland Planning & Building Department to request a Pre-Submittal Meeting with the 30% design package.
- **Renderings.** Schemata Workshop will produce schematic level renderings of the project design, exporting from the Building Information Modeling.
- **City Site Walk & Design Comments.** Schemata Workshop and appropriate consultants will participate in a site walk with the 30% designs. The purpose of this will be to review and verify the design intent at this milestone as well as receive review feedback from the city for incorporation into the design.

schemata workshop

- **Deliverables:**

- 30% Schematic Design Drawings (All)
 - Site Plan w/ Concept Tree Retention Plan (Schemata w/AHBL Landscape)
 - Preliminary Utility Plan (AHBL civil)
 - Building Plans/Model (Schemata)
 - Foundation and Structural Preliminary Plans (AHBL Structural)
 - HVAC Preliminary System Plans. (GDM)
 - Plumbing Preliminary Plans (GDM)
 - Electrical & Lighting Preliminary Plans (Cross)
- Outline Specifications (All)
- Hazardous Materials Report (EHSI)
- 30% Cost Estimate – broken out by discipline / Bid Item List (DCW)
- Pre-Submittal Permit Meeting Notes (Schemata)
- Owner 30% design review notes. Responses with next phase (All)

Design Development (60%)

Prepare 60% design plans, engineering analyses, and estimate, and submit for required building permits.

- **Design Development Drawings.** The design and engineering team will develop the designs further, with detailed collaboration of the civil and landscape site design, structural engineering, building systems (MEP) engineering, and other necessary elements.
- **Draft Specifications.** The specifications will be further developed, (short form) starting to identify key design choices and materials selections. The building related specifications will be in CSI 3-part format. This will also include an initial look at the Division 01 WSDOT specification format per the City of Kirkland requirements.
- **Design Development Renderings.** Our team will prepare perspective views of the restroom building design, exported from the Building Information Model
- **City Design Comments.** We will participate in a design review meeting and site walk with the city to gather any review comments to be incorporated into the final design.
- **Deliverables:**
 - 60% Design Development Drawings (All)
 - Site Plan w/Tree Retention Plan (Schemata w/AHBL Landscape)
 - Utility Plan (AHBL civil)
 - Building Plans/Model (Schemata)
 - Foundation and Structural Plans (AHBL Structural)
 - HVAC System Plans. (GDM)
 - Plumbing Plans (GDM)
 - Electrical & Lighting Plans (Cross)
 - Draft Specifications (All)

schemata workshop

- 60% Cost Estimate – broken out by discipline / Bid Item List (DCW)
- Owner's 60% design development review notes. Responses with next phase (All)

Construction Documents - Bid Review Set (90%)

Prepare 90% design plans, engineering analyses, and final estimate. This will be the final review set for the City of Kirkland in order to incorporate comments into the Bid Set and Construction Documents.

- **Construction Document Drawings.** The 90% Construction Documents will represent a nearly complete Bid Package. This will include a design review meeting and final site walk with the city.
- **Specifications.** The building specifications shall include the full CSI 3-part format specifications to be attached to the WSDOT Front End.
- **Renderings.** Our team will prepare up to two (2) colored perspective renderings of the restroom building design.
- **City Design Comments.** We will participate in a design review meeting and site walk with the city to gather any review comments to be incorporated into the final design. 90% review includes two rounds of review prior to the permit submittals. This includes the Architectural and Engineering reviews.
- **Permitting.** The 90% construction documents will serve as the permit submittal set. At the city's request, this will include mechanical and electrical permit submittal materials to the extent possible. Other permits that may be required include tree removal. We will provide the documents required for the city to submit for the permits.
- **Deliverables:**
 - 90% Bid Drawings (All)
 - Site Plan w/Tree Retention (Schemata w/AHBL Landscape)
 - TESC, Site Demo, Utility Plan (AHBL civil)
 - Building Plans/Model (Schemata)
 - Foundation and Structural Plans (AHBL Structural)
 - HVAC System Plans. (GDM)
 - Plumbing Plans (GDM)
 - Electrical & Lighting Plans (Cross)
 - Specifications (All)
 - 90% Bid Cost Estimate – broken out by discipline / Bid Item List (DCW)
 - Building Permit Application Documents (Schemata leads)
 - Building Renderings (Schemata)
 - Owner 90% design review notes (Schemata)

Construction/Bid Documents (100%)

This package will be issued ready for bidding to contractors. It will incorporate all City of Kirkland comments, including the permit corrections received.

- **Construction/Bid Document Drawings.** The 100% Construction Documents will all comments and corrections. Additionally, we will perform our own internal QA/QC review.

schemata workshop

- **Specifications.** The building specifications shall include the full CSI 3-part format specifications to be attached to the WSDOT Front End.
- **Permit Corrections.** We will provide any permit corrections received from the City of Kirkland. The final construction/bid documents will incorporate any permit corrections that have been reviewed and accepted by the building department and the building permit ready to be issued. Permits that are deferred and the responsibility of the contractor shall be identified as part of the Bid Package.
- **City Council and Park Board Presentation.** Schemata Workshop will participate and provide supporting images and text for a City Council and Park Board Presentation.
- **City Design Comments.** We will participate in a design review meeting with the city to gather any review comments to be incorporated into the final design.
- **Deliverables:**
 - Bid Drawings – incl. all items from 90% with Owner Review comments and Permit Corrections (All)
 - Final Specifications (All)
 - Coordination set of WSDOT Front End Specifications (Schemata)
 - Final Bid Cost Estimate (DCW)

Bidding, Construction, and Close-Out Support

This has been removed from the current scope and will be negotiated at the conclusion of the design phases.

Schedule

Please see the attached draft schedule. Based on the timeline for design phases, owner reviews, and permitting, we are assuming that 2024 will be used for the design and engineering phase of this project. This will allow for the bidding to be done at the start of 2025 with demolition and site work able to start in the spring. The impact to the sporting activities on the adjacent ballfields will have to be evaluated.

schemata workshop

Design Fee

We propose a Fixed Fee as follows based on the scope items described above.

Everest Park Restroom Replacement

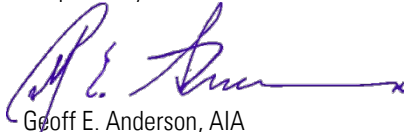
Concept Design (10%)	\$25,568
Schematic Design (30%)	\$38,326
Design Development (60%)	\$54,116
Construction Documents (90%)	\$69,322
<u>Construction/Bid Documents (100%)</u>	<u>\$24,278</u>
TOTAL BASE FEE	\$211,646

Additional Consulting Services for the convenience of the City of Kirkland

Surveying	\$8,910
Geotechnical Engineering	\$11,880
Environmental Consulting	\$7,480
<u>Hazardous Materials Testing/Reporting</u>	<u>\$4,923</u>
TOTAL ADDITIONAL SERVICES FEE	\$33,193
<u>Expenses</u>	<u>\$3,000</u>
GRAND TOTAL	\$247,839

Thank you again for inviting us to be part of these restroom replacement projects.

Respectively Submitted,



Geoff E. Anderson, AIA
Principal, Schemata Workshop



October 30, 2023

REVISED

Geoff E. Anderson, AIA
Schemata Workshop, Inc.
1720 12th Ave
Seattle, WA 98122

Project: Everest Park Restroom Replacement
AHBL No. 2230409.11/.21/.41/.51
Subject: Revised Proposal for Civil and Structural Engineering, Landscape Architecture,
and Land Surveying Services

Civil Engineers

Structural Engineers

Landscape Architects

Dear Geoff:

Community Planners

Thank you for the opportunity to submit this revised proposal for civil and structural engineering, landscape architecture, and land surveying services for the Everest Park Restroom Replacement project. We understand that the project includes construction of a new restroom building at Everest Park located at 500 8th Street South in Kirkland, Washington. Additionally, we understand that the site is already occupied with an existing restroom building, which will be demolished and removed as part of this project. Our scope of services is listed below.

Land Surveyors

Neighbors

Civil Engineering – 2230409.11

Overarching assumptions guiding our scope include the following:

- Improvements will include a new domestic water service for the site.
- Existing sanitary sewer service may be reused for the site.
- Existing utility mains surrounding the site have adequate capacity and will not require reconstruction of water, sewer, or storm main.
- Road improvements to be limited to a pavement patch for connection of one water service and a half-street overlay limited to the patch location.
- Site improvements will result in more than 5,000 square feet of new plus replaced impervious surface and will require a full Technical Information Report (TIR). We understand the site is in a Level 1 flow control area with potential for direct discharge. Therefore, the project may be flow control exempt. The project will be required to provide stormwater quality improvements if more than 5,000 square feet of new plus replaced impervious surfaces are created.

Our specific scope of services is listed below.

TACOMA

2215 North 30th Street
Suite 300

Tacoma, WA 98403-3350

253.383.2422 TEL

www.ahbl.com



Civil Engineering Design

1. Prepare a base map for engineering drawings using an architectural site plan furnished by you, topographic survey, and record drawings.
2. Prepare plans and calculations for a temporary erosion and sedimentation control (TESC) plan. TESC plans are code required and must be provided for permitting and construction. Refer to the “*New Capital Improvement Project Request for Information (RFI) PKC1520000 – Park Restroom Additions, Renovations and Replacement Program – Everest Park, Section 4.0, Surface Water, TIR CR’s.*”
3. Prepare plans for a site utility and pavement demolition plan.
4. Prepare plans and calculations for a site grading plan. This scope of work will not include earthwork calculations. We have included the design of retaining walls or rockeries less than 3 feet in height.
5. Prepare plans and calculations for a storm drainage plan. This scope of work includes a design to meet the 2021 King County *Surface Water Design Manual (KCSWDM)*, as adopted by City of Kirkland and amended by the City of Kirkland Addendum to the 2021 *KCSWDM*. This plan will address:
 - a. Onsite stormwater runoff collection.
 - b. Exemption from flow control and treatment requirements.
 - c. A preliminary drainage report for initial submittal and a final drainage report.
6. Prepare plans and calculations for an onsite gravity sanitary sewer service.
7. Prepare an onsite surfacing plan including site walkways and maintenance access.
8. Prepare plans and calculations for an onsite domestic water system.
9. Prepare plans for horizontal layout of the building and civil site features.
10. Prepare plans and calculations for offsite road and storm drainage improvements.
11. Prepare three-part CSI format technical specifications for civil site work.
12. Coordinate with you, the design consultants, and the owner during design, and attend design meetings. This scope assumes 6 hours.
13. Assist the owner in preparing and submitting site development, utility, and right-of-way permit applications.
14. Coordinate with the governing agency during design and revise the plans as required by agency review. This task includes meetings with you to review agency comments. We have allowed for the standard agency redline comments in our fee proposal. However, if the agency requests changes that contradict their design standards or any information they furnished at a pre-design conference, this may result in a change of scope.



15. Prepare an opinion of probable construction cost for Schematic Design (SD), Design Development (DD), and Construction Documents (CD).
16. The following products will be prepared at the end of the Construction Document (CD) phase, unless indicated otherwise:
 - Cover Sheet.
 - Site and Utility Demolition Plan.
 - TESC Plan.
 - TESC Notes and Details.
 - Grading and Drainage Plan.
 - Utility Service Plan.
 - Site Paving and Horizontal Control Plan.
 - Notes and Details.
 - Drainage Report.
 - Civil Site Work Technical Specifications.
 - Opinion of Probable Construction Cost.

Note: Bidding support and construction phase services are excluded from our current civil scope of work. This scope will be added in the future as a contract amendment.

Structural Engineering – 2230409.21

The structural scope of work involves the design of a new restroom structure. The restroom will be a one-story structure approximately 600 square feet to 1,000 square feet in size. The structure will likely consist of a wood-framed roof over masonry or concrete walls. We assume that the structure will be supported on conventional shallow foundations. The design will be developed through permitting.

Structural Engineering Design – Task 21

1. Coordinate with Schemata Workshop, as well as civil and MEP consultants.
2. Prepare structural calculations.
3. Prepare engineered construction drawings.
4. Review cost estimates prepared by others.
5. Structural site design will include the design of any cast-in-place concrete walls 4'-0" or less in height. Our scope will include structural design associated with walkway/ pedestrian access for the sites.
6. Review specifications prepared by Schemata Workshop.

Permitting – Task 22

7. Assist the client/owner in connection with the permit submittal for the project. The City will submit permits using consultant supplied documents necessary for permit approvals (drawings, calculations, reports, etc.). Task includes coordinating and assembling the structural drawings and calculations to be included in the permit submission. We assume that the architect will take the lead in filling out the permit application and coordinating the permit submittal with the owner and jurisdiction.



8. Respond to agency permit review comments related to the structural system and revise the plans as required by the governing jurisdiction. This task includes meetings with you to review agency comments.

Note: Bidding support and construction phase services are excluded from our current structural scope of work. This scope will be added in the future as a contract amendment.

Landscape Architecture – 2230409.41

Overarching project assumptions and understanding of scope:

- We understand that our scope is limited to:
 - Planting at code required areas around the site including:
 - Lawn restoration at area disturbed by construction work.
 - Tree protection, including code required tree replacement.
- We will address from Preliminary Design through the Construction Document phase:
 - Planting soils.
 - Planting design and documentation.
 - Tree protection and documentation.
- Submittals to be included:
 - 30%/60%/90% Permit per City of Kirkland requirements.
- 100% Construction Documents: We will coordinate with the lighting designer or electrical engineer, if needed, on lighting design and layout for their documentation.
- We will coordinate with the civil engineer for revised paving locations associated with the restrooms for their layout and documentation.

Preliminary Design – Task 41

1. Research applicable codes to determine specific requirements for overall site planting requirements.
2. Prepare conceptual irrigation plans and details related to point of connection and coordinate with civil engineers.
3. Preliminary Design Process:
 - a. Prepare plans for submittal, including:
 - Preliminary planting plan.
 - Preliminary tree protection plan.
 - b. Review Preliminary Design submittal with client and project team.
4. Attend online project meetings/conference calls:
 - a. Client meetings - assuming one per phase.
 - b. Consultant meetings - assuming two per phase.



Construction Documents (CD) / Permit – Task 42

5. Upon approval of schematic design, prepare CD documents for planting and irrigation portions of the project.
6. Incorporate feedback on plans and plant list based on preliminary design review.
7. Continue coordination with project team members and owner regarding planting requirements and preferences for the project.
8. Issue permit packages for architect and owner review.
9. Prepare three-part CSI format specifications.
10. The following deliverables will be produced for the following submittals – 30% Permit Set, 60% Permit Set, 90% Permit Set, and 100% CD/Building Permit:
 - Tree Retention/Replacement Plan(s).
 - Soil Preparation Plan(s).
 - Planting Plan(s).
 - Planting Details.
 - Three-part CSI format Technical Specifications for all soils and planting related elements.
11. Attend online project meetings/conference calls:
 - a. Client meetings - assuming one per phase.
 - b. Consultant meetings - assuming four per phase.

Permitting – Task 43

12. Revise plans to address comments from agency reviews related to the planting and irrigation design. If the agency requests changes that contradict their design standards or information they provided previously, this may result in a change of scope and fee. This task includes:
 - a. Three rounds of revisions to address agency related comments for site development permit submittal at 30%/60%/90% Permit Set.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Note: Bidding support and construction phase services are excluded from our current landscape architecture scope of work. This scope will be added in the future as a contract amendment.



Land Surveying – 2230409.51

Boundary and Topographic Survey

1. Research public record for survey monumentation and other information needed to define parcel boundaries and place the project onto horizontal and vertical datum. Datum shall be Washington State Plane Coordinate System, North Zone (NAD 83-2011) and NAVD for vertical unless otherwise specified. Set no less than two project benchmarks for future use.
2. Field survey to locate monumentation necessary to define boundary and tie into jurisdictional horizontal and vertical datum. Property corners will not be set under this proposal. Boundary for this site will be limited to the easterly right-of-way line for 8th Street South adjacent to the project area.
3. Coordinate with private utility locate service to mark the positions of detectable underground utility lines. The cost of this service (\$865) is included in the fee listed for this task below.
4. Topographic survey of a portion King County Tax Parcel No. 0825059199 and adjacent roadway totaling approximately 35,000 square feet. Survey will locate buildings, finish floor elevations, asphalt, concrete, curb, gutter, walks, parking, utilities, play equipment, trees, slopes, stairs, walls, and all other improvements within the survey area. Survey will include full width of 8th Street South adjacent and will contain sufficient ground shots to produce ground contours at 1-foot intervals.
5. Prepare topographic survey base map that accurately depicts right-of-way line for 8th Street South, easements affecting parcels (if title report is provided), improvements, and ground contours at 1-foot intervals. Survey base map will be provided to project team in AutoCAD Civil 3D and PDF formats.

Reimbursable Expenses – Task 90

Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis, with an estimate provided below.

Optional Landscape Architecture Services

Arborist Services

1. Site visit to assess and document condition of existing trees.
2. Prepare Arborist Report that meets City of Kirkland guidelines and municipal code requirements. Items to be included:
 - Condition.
 - Health and viability.
 - Recommendation for retention or replacement.
3. Coordinate Arborist Report requirements with Tree Protection Plan for existing trees to be retained.



Billing Summary

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Civil Engineering - 2230409.11			
Items 1-16	Civil Engineering Design		\$22,000
	<i>Schematic Design</i>	\$4,400	
	<i>Design Development</i>	\$5,900	
	<i>Construction Documents</i>	\$11,700	
Subtotal			\$22,000
Structural Engineering - 2230409.21			
Items 1-6	Structural Engineering Design	T-21	\$8,000
Items 7-8	Permitting	T-22	800
Subtotal			\$8,800
Landscape Architecture - 2230409.41			
Items 1-4	Preliminary Design	T-41	\$3,950
Items 5-11	Construction Documents / Permit	T-42	9,300
Item 12	Permitting (Limited-T&E est.)	T-43	2,700
Subtotal			\$15,950
Land Surveying - 2230409.51			
Items 1-5	Boundary and Topographic Survey		\$8,100
Reimbursable Expenses (T&E est.)		T-90	\$1,300
GRAND TOTAL			\$56,150

Optional Landscape Architecture Services

Items 1-3	Arborist Services		\$2,550
-----------	-------------------	--	---------

Exclusions

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

- a) Professional services of subconsultants, e.g., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- b) Preparation, submittal, or securing of permits including, but not limited to:
 - 1) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.



- 2) Hydraulic Permit Applications from the Washington State Department of Fish and Wildlife for work in stream buffers or floodplain areas.
- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
- d) Expanded environmental checklist or environmental impact statement.
- e) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- f) Offsite improvements.
- g) Costs associated with reconsiderations of agency decisions.
- h) Costs associated with preparing and filing variances, etc.
- i) Costs associated with the publication of legal notices in the newspaper.
- j) Costs associated with the preparation and installation of public notice signs.
- k) Costs associated with title reports or other legal documents.
- l) Costs associated with substantial redesign after preparation of design development drawings.
- m) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- n) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- o) Bidding support and construction phase services are excluded from our current scope of work. This scope will be added in the future as a contract amendment.
- p) Design of a non-conventional foundation system.
- q) Structural engineering associated with contractor's erection means, methods, and sequences.
- r) Design of temporary shoring associated with foundation excavation. We can provide structural engineering services associated with temporary excavation shoring for an additional fee.
- s) Design of any site features, such as retaining walls, landscape seat walls, landscape trellis structures, artwork foundations, stormwater detention vaults, etc. If you would like any structural engineering services associated with the design of site features, we would be happy to provide these services for an additional fee.
- t) Mechanical or electrical services, and fire protection services.
- u) Except as noted in the scope of work, development of an opinion of probable construction costs.
- v) Except as noted in the scope of work, preparation of record drawings at the end of construction, together with a Letter of Completion, if required by the lead agency.
- w) Dividing the design work into more than one phase of work.
- x) Design of septic system.

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

Geoff E. Anderson, AIA
October 30, 2023
2230409.11/.21/.41/.51
Page 9



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

If you have any questions, please call me at (253) 383-2422.

Sincerely,

Adam C. Braun, PE
Project Manager

ACB/lsk

Enclosure

c: Bill Fierst, Drew McEachern, Craig Skipton, Kristin Kildall, Scean Ripley, Dave Follansbee,
Accounting – AHBL

Q:\2023\2230409\Proposals_Contracts\Finals\20231030 Pro (EV) (REV) 2230409.11.21.41.51.docx



GDM OF OREGON, INC.
A Service-Disabled Veteran Owned Small Business



October 24, 2023

Mr. Geoff Anderson
Schemata Workshop, Inc.
1720 12th Avenue
Seattle WA 98122

Subject: Kirkland Parks Restrooms – Everest Park

Dear Mr. Anderson:

We are pleased to present you with this proposal for engineering services on the Kirkland Parks Restrooms – Everest Park project.

GDM work scope will include:

- Design of plumbing systems for the restroom buildings, including domestic water (cold water, hot water, and recirculating), sanitary sewer/waste, sanitary vent, and rainleader/storm piping systems.
- Design of HVAC systems for the restroom buildings, including ventilation and conditioning (heating) systems.
- Attend a kickoff site visit/meeting with the design team at each project site.
- Provide drawings for each restroom facility at the milestones indicated below.
- Provide specifications for each restroom facility at the milestones indicated below.
- Provide cost opinions for each restroom facility at the milestones indicated below.
- Provide supporting documentation for permit submittals, including calculations and mechanical permit forms, as well as mechanical/HVAC energy code forms.

The following is included in this fee proposal for each project site:

Deliverables

1. 10% Concept Design
 - a. Concept plan markups/input
2. 30% Design
 - a. 30% drawings
 - b. 30% cost opinion
3. 60% Design
 - a. 60% drawings
 - b. 60% cost opinion
4. 90% Design/Permit Documents
 - a. 90% drawings (permit, stamped/signed)
 - b. 90% specifications
 - c. Permit forms (mechanical, energy code mechanical)
 - d. 90% cost opinion



GDM OF OREGON, INC.
A Service-Disabled Veteran Owned Small Business



5. 100% Design
 - a. 100% drawings (bid set, stamped/signed)
 - b. 100% specifications (bid set)
 - c. 100% cost opinion

Meetings/Site Visits

1. 10% Concept Design
 - a. (1) Kickoff site visit per site
 - b. Web/phone meetings as required
2. 30% Design
 - a. Web/phone meetings as required
3. 60% Design
 - a. Web/phone meetings as required
4. 90% Design/Permit Documents
 - a. Web/phone meetings as required
5. 100% Design
 - a. Web/phone meetings as required

Hourly Rates:

Principal	\$175.00/hr
Fire Protection Engineer	\$170.00/hr
Project Manager	\$165.00/hr
FAA part 107 Drone Operator	\$165.00/hr
RCDD	\$150.00/hr
Engineer	\$150.00/hr
Designer	\$110.00/hr
CAD Operators	\$90.00/hr
Administrative	\$75.00/hr

Expense Rates (billed at cost +10%):

Mileage	\$0.655/mile
---------	--------------

We have made the following assumptions in the preparation of this fee proposal:

1. Submittal Delivery: PDF/electronic for all submittals
 - a. Hard copies beyond those listed above will be provided upon request as an additional service.
2. All permitting fees will be paid by others.
3. Reprographics for permit submittal(s) will be provided by others.
4. Delivery of submittals to permitting agencies will be made by others.
 - a. Electronic delivery of permit documents to permitting agencies (where this is an option) will be provided free of charge.
5. All mechanical work is limited to within five (5) feet of the building.
6. Support of mechanical equipment will be included generically in the plans and specifications. Structural or seismic calculations for equipment and component supports, and detailed design of supports, bracing, and attachments, are not included in this proposal.



GDM OF OREGON, INC.
A Service-Disabled Veteran Owned Small Business



7. HVAC load calculations include the initial calculation and up to (1) major revision. Additional major revisions to load calculations will be provided as an extra service.
8. Specifications will be CSI standard, formatted to match Owner or Architect project manual. WS-DOT or similar specification standards/formats will not be required.

The following are additional scope items, excluded from this fee proposal:

1. Bid phase services.
2. Construction phase services.
3. Construction closeout services.
4. Mechanical and/or plumbing work beyond 5 feet of the building footprint.
5. Alternative cost studies.
6. Detailed phasing studies and/or phasing plans.
7. Detailed energy analysis.
8. Architectural envelope calculations for Washington State Residential or Non-Residential Energy Code, including preparation/completion of related forms. It is assumed that Schemata Workshop will provide architectural/envelope energy code forms for the project.
9. Lifecycle cost studies.
10. LEED or similar energy efficiency rating systems compliance & documentation.
11. Division 0/1 specifications writing or editing.
12. Compiling complete specifications manual including divisions 0/1.
13. Value engineering and implementation of value engineering into ongoing renderings, presentations, models, or documentation sets.
14. Separated bid packages (including but not limited to providing separate sets of documents to support early bids for specific equipment, etc.).
15. Professional liability insurance over \$2,000,000 aggregate (\$1,000,000 per claim).
16. Travel and per diem when outside the general Puget Sound area.
17. Renderings/presentations/models or similar graphics.
18. Participation in constructability review and implementation processes.
19. Commissioning and commissioning support.
20. Architectural design.
21. Civil engineering.
22. Electrical engineering.
23. Structural engineering.
24. Fire sprinkler system engineering or specifications.
25. Acoustic analysis.
26. Reprographics (full size prints of drawings larger than 17x11").
27. Drone operations or delivery of drone photos, video, mapping, or photogrammetry.

All work scope not explicitly listed in this proposal is assumed to be excluded.



GDM OF OREGON, INC.
A Service-Disabled Veteran Owned Small Business



Our fee to provide the services described above is listed below:

Concept Design	\$3,380.00
30% Design	\$7,430.00
60% Design	\$8,970.00
90% Design/Permitting	\$12,450.00
100% Design	\$6,340.00
TOTAL	\$38,570.00

The following additional services may be provided at the client's discretion:

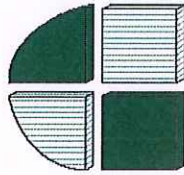
Additional site visit (including travel, mileage, 1 person, 1-2 hours on site)	\$920.00
--	----------

A fee summary is attached. Additional services will be provided upon request on a time & expense basis per the above hourly rate schedule, or as negotiated prior to starting the extra service work scope(s).

Please contact me with any questions. Thank you for requesting our services, and we look forward to working with you on this project!

Regards,

Jesse Barksdale, LEED-AP, CPD
Mechanical Project Manager



CROSS ENGINEERS, INC.

October 24, 2023

Schemata Workshop
Attn: Geoff Anderson
1720 12th Avenue
Seattle, WA 98122

Re: Everest Restroom Buildings – Electrical Design Proposal

Mr. Anderson:

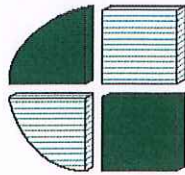
We welcome the opportunity to offer our engineering services for your consideration on Everest restroom buildings. We understand the scope to be as follows:

Design Scope:

- Visit the site to review existing conditions. Determine proposed Utility connection point for coordination with Utility.
- Prepare a 10-15% sketch with proposed electrical service location and proposed lighting for the space with a 10% cost estimate.
- Prepare new electrical service applications and coordinate with Utility for new service locations.
- Prepare an electrical legend and lighting fixture schedule. Fixtures shall be vandal resistant.
- Prepare an electrical site plan with proposed conduit routings, service points, restroom building footprints and equipment locations for both sites.
- Drawings will be prepared for a single bid set of plans for both sites. Sheet numbers will have the ability to submit each site separately to the Building Department.
- Prepare lighting floor plans and lighting controls meeting Washington State Energy Code.
- Prepare lighting energy budget forms for building department submittal by Architect.
- Prepare Power floor plans for both sites.
- Coordinate with Design Team and Owner for any additional electrical connection outside the restroom footprint related to the restroom. (i.e. EV chargers, event power, etc.)
- Prepare power riser diagrams, panel schedules, load calculations, fault current calculations and voltage drop calculations.
- Indicate (2)3" spare conduits stubbed out for future site connections.
- Provide spare conduit studded outside building footprints for future fiber connections.
- Provide electronic PDF review drawings at 30%, 60%, 90% (2 reviews), and 100% to Architect for their distribution and coordination with others.
- Design correspondence and reviews are anticipated to be via electronic drawing transmittal, email and teleconference.
- Attend by-weekly coordination meetings with Design Team and Owner.
- Prepare Division 26 Specifications
- Prepare Division 26 cost estimate (individual estimates at each submittal stage 10%, 30%, 60%, 90% and 100%).

Exclusions:

- Respond to Division 26 bid questions through Architect.
- Construction administration (i.e. Submittal & Shop drawing reviews, construction meetings, and electrical punch lists)
- BIM 3D Modeling of electrical
- BIM Conflict Resolution Coordination
- Arc flash labeling, and coordination study of existing electrical system
- Writing commissioning procedures or participation during commissioning of systems
- Data and communications systems
- AutoCAD drafting of contractor red-line record drawings.
- Pursuit of utility incentives



CROSS ENGINEERS, INC.

- LEED Documentation
- LEED Charrette participation
- Life cycle cost analysis
- Response to Value Engineering comments.
- Response to Constructability Review comments.
- CAD drawings with electronic posted addendum
- Electrical design related to fire pump requirements.
- Electrical sub-metering of building
- Assisting owner with grant requests related to electrical equipment.
- Additional construction administration (weekly construction meetings)
- Standby Generator Design
- Design of City Street Lighting Improvements.

Design Fee: \$10,450.00

Everest Park

10% Sketch & Estimate	\$1,500.00
30% Submittal	\$2,000.00
60% Submittal	\$2,100.00
90% Submittal	\$2,100.00
100% Submittal	\$2,750.00
Total	\$10,450.00

Billing will occur monthly on a percentage complete basis.

Please contact my office if there are additional workscope items or questions. Our office has staff available to assign to this project upon your notice to proceed.

Sincerely,

Brice Anderson
Cross Engineers

Notice to Proceed

By providing the signature below ***Schemata Workshop*** acknowledges this fee proposal and directs Cross Engineers to proceed with consulting as outlined herein.

Signature _____

Date _____

October 24, 2023

Geoff Anderson
Schemata Workshop, Inc.
1720 12th Ave
Seattle, WA 98122

RE: Restroom Building Replacement: Everest Park

FP-WA-2023-0147a

Dear Geoff Anderson,

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 Restroom Building Replacement: Everest Park located at 500 8th St S, Kirkland, WA 98033. The cost study scope of work includes costing the design documents and accompanying narratives and specifications.

The intended design package consists of the replacement of an existing restroom building. The current structure has reached the end of its useful life and will require demolition and redevelopment in the same general location.

The toilet capacity will be increased in the gendered restrooms to help with summer capacity needs at the park. The current footprint is ~1,100 SF and the original footprint/a slightly smaller footprint would be utilized for the new restroom. A maintenance chaseway with 40 SF of storage space for restroom supplies will be incorporated into the design.

Detailed Scope of Work:**Everest Park****Task 1a 10% Design**

- 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. The estimate will be broken down by discipline (trade).
- This stage includes a maximum of five alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 2a 30% Design

- 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. The estimate will be broken down by discipline (trade).
- This stage includes a maximum of four alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 3a 60% Design

- 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. The estimate will be broken down by discipline (trade).
- This stage includes a maximum of three alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 4a 90% Design

- 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. The estimate will be broken down by discipline (trade).
- This stage includes a maximum of two alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 5a 100% Design

- 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. The estimate will be broken down by discipline (trade).
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

October 24, 2023

SCHEDULE 2
Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1 10% Design	20	\$170	\$3,400.00
Task 2 30% Design	22	\$170	\$3,740.00
Task 3 60% Design	24	\$170	\$4,080.00
Task 4 90% Design	20	\$170	\$3,400.00
Task 5 100% Design	16	\$170	\$2,720.00
SUM Total	102		\$17,340.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$17,340**.

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)



July 17, 2023
Project No. 20230224E001

**CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF
ASSOCIATED EARTH SCIENCES, INC.
AS A CONSULTANT AND ADVISOR**

This agreement has been entered into at

Associated Earth Sciences, Inc.
911 5th Avenue
Kirkland, Washington 98033

on this 17th day of July 2023 between

Client: Schemata Workshop, Inc.
1720 12th Avenue
Seattle, Washington 98122

Attention: Geoff E. Anderson

Subject: Proposal for Geotechnical Engineering Report
Everest Park Restroom Replacement
500 8th Street South
Kirkland, Washington

hereinafter referred to as “Client,” and Associated Earth Sciences, Inc. (AESI), hereinafter referred to as “Geotechnical Consultant,” for mutual consideration as hereinafter set forth:

1.0 The description and location of the project on which the Client contracts the Geotechnical Consultant’s services are:

The subject site includes the existing Everest Park located at 500 8th Street South in Kirkland, Washington (King County Parcel No. 0825059199). We understand that the current plan includes the replacement of the existing restroom structure with a new structure at the approximate location of the existing building footprint. We have been requested to explore the subsurface conditions in the vicinity of the proposed improvements to provide geotechnical recommendations for the planned project.

2.0 Geotechnical Consultant agrees to provide the following services:

The purpose of our work will be to perform a subsurface exploration, geotechnical engineering, and geologic hazards study to evaluate subsurface soil and shallow groundwater conditions for the proposed development. Our proposed scope of work consists of the following:

1. Completing two subsurface exploration borings at the subject site using a driller subcontracted to our firm. The borings will be completed using hand-portable drilling equipment to depths of approximately 10 to 25 feet below existing site grade. Soil samples will be collected from the explorations and returned to our laboratory for further classification and testing, as appropriate.
2. Reviewing the City of Kirkland *Critical Areas Ordinance* and how it relates to site development.
3. Based on our findings, we will complete a report that describes and presents the following:
 - A) Project and site description, including a site plan showing the approximate exploration locations.
 - B) Subsurface soil and shallow groundwater conditions, including interpretive logs of our explorations with depth to shallow groundwater.
 - C) Our geotechnical engineering recommendations regarding the following:
 - Site preparation and grading
 - Temporary cut slopes
 - Depth to suitable foundation bearing
 - Allowable foundation soil bearing pressures
 - Types of suitable foundations, including deep foundations (piles), if needed
 - Geologic hazard mitigation
 - Structural fill placement and compaction
 - Slabs-on-grade
 - Site drainage
 - Erosion control
 - D) Our conclusions and geotechnical engineering recommendations regarding the feasibility of the project and the suitability of the site for the proposed construction.

3.0 Client confirms that the Geotechnical Consultant has explained the full range of services it offers and the manner in which these services could be applied to this project. Client also confirms that they understand the value and benefit of these services and have of their own

accord decided upon those identified in paragraph 2.0 above. Client agrees to hold the Geotechnical Consultant harmless for claims of any kind that may arise from any source due to the Geotechnical Consultant's failure to provide services that Client has specifically not included in the list of services identified in paragraph 2.0 above. Client further agrees to indemnify the Geotechnical Consultant for the cost of defending any such claims and any awards or settlements resulting therefrom.

4.0 The Client accepts that all services are provided in accordance with the attached Schedule of Charges, which is made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client's behalf as follows:

Subcontracted Driller	\$3,500
Utility Locate Field Visit	\$500
AESI Field Documentation	\$1,500
Private Utility Locate.....	\$300
Office Engineering and Report Preparation.....	<u>\$5,000</u>
Estimated Total Cost	\$10,800

Your signature below will provide acceptance of this services agreement, authorizing us to proceed.

AESI will notify the one-call utility service to locate public underground utilities situated within public rights-of-way. The property owner is responsible for locating or notifying AESI of the locations of private utilities on the property. AESI will not be responsible for damage to buried utilities that are unmarked at the time of our work. AESI will also retain a private locate service to sweep the exploration locations prior to drilling, but AESI will not be responsible for damage to buried utilities that are unmarked or unlocatable (non-metallic) at the time of our work.

Some disturbance to the site should be expected. The above-proposed budget does not include cost for site restoration. AESI will backfill all explorations prior to leaving the site.

Excluded Items

Our proposed scope of work for this evaluation does not include the following items. However, these items could be added as part of an expanded scope or future scope upon request.

- Stormwater infiltration feasibility analysis and design recommendations are not included. The scope of work included in this proposal would be sufficient to provide a preliminary opinion regarding stormwater infiltration feasibility. If stormwater infiltration is desired and is pursued, additional tasks not included in this proposal are warranted.
- Additional geotechnical engineering recommendations.

- Environmental sampling and testing for possible contamination.
- Groundwater mounding analysis.
- Geotechnical plan reviews and review letter preparation.
- Construction monitoring and soil testing.

Additional geotechnical consulting, plan review, report preparation, testing beyond the proposed scope of work, or project meetings will be performed on a time and materials basis in accordance with our current Schedule of Charges, a copy of which is attached.

If unusual or unanticipated conditions are encountered that will involve additional costs, we will immediately notify you to discuss modification of the study. Additional authorized services will be provided as outlined on the Schedule of Charges.

5.0 The person signing this contract for a business entity attests that they are empowered to act on behalf of the business and agree to the Schedule of Charges attached to this letter. If this agreement meets with your approval, please sign in the space provided below and send one copy or a subconsultant agreement, to our Kirkland office address: AESI, 911 5th Avenue, Kirkland, Washington 98033, to serve as formal authorization to proceed.

The undersigned has reviewed and accepts the attached Schedule of Charges.



ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington
 Bruce L. Blyton, P.E.
 Senior Principal Engineer

 Client Date
 Authorized Representative Signature

 Client (please print name)

Attachment: Schedule of Charges

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:



November 6, 2023

Geoff Anderson
Schemata Workshop, Inc.
1720 12th Avenue
Seattle, Washington 98122

**RE: PROPOSAL FOR PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVEREST PARK
500 8TH STREET SOUTH
KIRKLAND, WASHINGTON
FARALLON PN: 3127-002**

Dear Geoff Anderson:

Farallon Consulting, L.L.C. (Farallon) has prepared this proposal to conduct a Phase I Environmental Site Assessment (Phase I ESA) of the Everest Park property at 500 8th Street South in Kirkland, Washington (herein referred to as the Subject Property). Farallon understands that this Phase I ESA is being prepared for Schemata Workshop, Inc. (Client and "User" of this Phase I ESA). This proposal presents a brief description of Farallon's understanding of the Subject Property based on information provided at the time of this proposal, a discussion of the scope of work, and the cost estimate to conduct the work.

The Subject Property consists of King County Parcel No. 082505-9199, which totals 15.44 acres of public park land developed with a 1,207-square-foot restroom building that was constructed in 1963, four baseball diamonds with bleachers and dugouts, a playground area with a picnic pavilion, a paved basketball court, and three paved pickleball courts. The remaining areas of the Subject Property include two paved parking lots, paved walking paths, and landscaped areas. Farallon was not provided with previous environmental investigations completed for the Subject Property at the time of this proposal. The historical use of the Subject Property prior to construction of the current Subject Property buildings is not known.

PURPOSE AND OBJECTIVE

The purpose of the Phase I ESA is to identify recognized environmental conditions to the extent feasible, pursuant to the processes outlined in ASTM International Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-21), and to evaluate other environmental issues in connection with the Subject Property. ASTM E1527-21 is intended to permit a user to satisfy



one of the requirements to qualify for protection from potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act as the innocent landowner, contiguous property owner, or bona fide prospective purchaser. ASTM E1527-21 constitutes “all appropriate inquiry” into the previous ownership, uses, and environmental conditions of a property consistent with good commercial or customary practice, as defined in Section 9601(35)(B) of Title 42 of the U.S. Code.

The objective of the Phase I ESA is to perform an appropriate inquiry into past and present ownership and uses of the Subject Property, consistent with good commercial and/or customary practice. The report that Farallon will prepare documenting the Phase I ESA work and results can be used as a risk management tool to fulfill all-appropriate-inquiry requirements and the Comprehensive Environmental Response, Compensation, and Liability Act liability defense.

SCOPE OF WORK

The scope of work for environmental due diligence services will be conducted under the following tasks:

- Task 1: Project Management and Communications; and
- Task 2: Phase I Environmental Site Assessment.

A description of work under each task is provided below.

TASK 1: PROJECT MANAGEMENT AND COMMUNICATIONS

Task 1 includes project management duties such as budgeting, scoping, allocating personnel resources, meetings, calls, subcontracting, progress reporting, communications with Client and legal counsel, document management, invoicing, and other administrative tasks.

The estimated time and materials cost to complete Task 1 is \$500.

TASK 2: PHASE I ENVIRONMENTAL SITE ASSESSMENT

Farallon will conduct the Phase I ESA in accordance with ASTM E1527-21. The scope of work for the Phase I ESA will include the subtasks described in further detail below.



Records Review

Farallon will obtain and review the following standard environmental record source lists:

<u>Federal and State</u>	Approximate Search Distance (Miles from the Subject Property)
• National Priority List (NPL)	1.0
• Resource Conservation and Recovery Act (RCRA) Corrective Action Treatment, Storage, and Disposal (TSD)	1.0
• State-Equivalent NPL/Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0.5
• SPILLS	Subject Property
• Non-RCRA Corrective Action Report	0.5
• National CERCLIS/No Further Remedial Action Planned	0.5
• RCRA-Permitted TSD	0.5
• Leaking Underground Storage Tanks	0.5
• Landfills	0.5
• Institutional Controls/Engineering Controls	0.5
• Tribal Lands	0.5
• Voluntary Cleanup Program	0.5
• Brownfields	0.5
• Registered Underground Storage Tanks	Subject Property and adjoining properties
• RCRA Generators: Small Quantity Generators and Large Quantity Generators	Subject Property and adjoining properties
• Federal Emergency Response Notification System	Subject Property

Farallon is unable to determine at the time of this proposal whether a regulatory file review is needed for the Subject Property and/or adjoining properties. If the Subject Property and/or adjoining properties are listed on regulatory databases reviewed, regulatory files will be reviewed within the time and cost constraints of this Phase I ESA.

Local

Information obtained from the above federal and state sources will be enhanced and supplemented by a review of pertinent information from local sources, which may include:



- The fire department;
- The health department;
- The regional pollution control agency(ies); and/or
- Utility companies (for records relating to polychlorinated biphenyls [PCBs]).

Physical Setting Evaluation

A current U.S. Geological Survey (USGS) 7.5-minute topographic map will be reviewed in evaluating the physical setting of the Subject Property. The physical setting will be evaluated further through use of the following additional sources:

- USGS or state geological survey groundwater maps;
- USGS or state geological survey bedrock geology maps;
- State geological survey surficial geology maps; and/or
- Soil Conservation Service soil maps.

Historical Use Information

Previous occupancy and/or uses of the Subject Property will be evaluated from 1940 to the present (and prior to 1940 if readily available) by reviewing one or more of the following standard historical information sources:

- Aerial photographs
- Building department records
- City directories
- Fire insurance maps
- Property tax files
- Recorded land title records
- Zoning land use records

The actual records or sources reviewed may vary, depending on whether they are reasonably ascertainable, practically reviewable, useful, and/or within imposed cost and/or time constraints. If information sources do not identify uses back to 1940, uses back to the earliest date of identified development will be evaluated.

Site Reconnaissance

A site reconnaissance will be conducted at the Subject Property to obtain information pertaining to the likelihood of existing recognized environmental conditions associated with the Subject Property. The site reconnaissance will consist of systematically traversing the



Subject Property to provide an overlapping field of view. Conditions such as snow, heavy vegetation, or property size that limit visibility or access will be noted in the Phase I ESA Report that Farallon will prepare. In general, if visibility or access limitations are encountered, the site reconnaissance will be restricted to the perimeters of the Subject Property, and to areas such as paths and roadways that are readily accessible for Subject Property observations. Farallon is not responsible for removing physical obstructions encountered during the reconnaissance.

The site reconnaissance will include observation of visible and readily accessible areas. Subject Property improvements such as structures or buildings, including outbuildings, will be entered for reconnaissance purposes, unless access is limited or safety concerns preclude entry. The site reconnaissance will not include hidden areas that would require destructive access, such as spaces under floors, above ceilings, or behind walls. The site reconnaissance will not include accessing the roof tops of structures unless the Subject Property representative has confirmed the storage and use of hazardous substances and/or petroleum products in these areas. Farallon will observe roof tops only if stairs (not ladders) provide access to these areas. Arranging for access to the Subject Property (such as notifying tenants) is the responsibility of the Client, and should be completed prior to the commencement of the site reconnaissance.

Where appropriate, observations and notes concerning the following areas will be made during the site reconnaissance:

- The Subject Property setting and current and past uses;
- Improvements (e.g., structures, roads, utilities);
- Topographic, geologic, hydrogeologic, and hydrologic conditions;
- Odors (e.g., strong, pungent, noxious);
- Drains and sumps;
- Stains and corrosion;
- Storage tanks, vents, fill pipes, and access ways;
- Drums and other containers of hazardous substances, petroleum products, and unknown substances;
- Hazardous materials and petroleum products;
- Hazardous waste;



- Potentially PCB-containing equipment;
- Pits, ponds, and lagoons;
- Stressed vegetation; and
- Solid waste, wastewater, water wells, and septic systems.

Visual observations of current Subject Property uses and environmental conditions will be made where apparent. Where possible, photographs will be taken to document observations. Adjoining properties will be observed from the Subject Property and public rights-of-way, but will not be traversed.

Client Responsibilities

Farallon understands that the Client (User) is seeking to follow the standards set forth in ASTM E1527-21 to complete an environmental assessment of the Subject Property. To fulfill ASTM E1527-21 requirements, the User has specific responsibilities to help identify the possibility of recognized environmental conditions in connection with the Subject Property. These responsibilities do not require the technical expertise of an environmental professional, and will not be performed by the environmental professional who completes the Phase I ESA at the Subject Property. To facilitate fulfillment of ASTM E1527-21 requirements, Farallon will provide the Client with a *Phase I Environmental Site Assessment User Questionnaire* to be completed and returned to Farallon before the Phase I ESA commences.

The Client should provide the following documents to Farallon, if available for the Subject Property:

- As-built drawings, Subject Property utility plans, title reports, and/or property boundary surveys;
- Previous environmental reports completed for the Subject Property, including environmental site assessment reports, environmental compliance audit reports, geotechnical studies, and/or risk assessments;
- Environmental permits, including solid waste disposal permits, hazardous waste disposal permits, wastewater permits, National Pollutant Discharge Elimination System permits, and/or underground injection permits;



- Safety data sheets; community right-to-know plan; safety plans; preparedness and prevention plans; spill prevention, countermeasure, and control plans; facility response plans, etc.; hazardous waste generator notices or reports; and/or
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the Subject Property and/or relating to environmental liens encumbering the Subject Property.

Review of documents that are provided 10 or more business days after project authorization and/or at any time after Farallon submits the draft Phase I Report to the Client may result in additional time and materials costs in excess of the proposed costs.

Interviews

Interviews with the following individuals may be conducted by telephone, in writing, or in person to obtain information pertaining to recognized environmental conditions in connection with the Subject Property and adjoining properties:

- Subject Property manager and/or property owner;
- Occupants and/or tenants; and/or
- Local government officials.

The lump-sum cost to complete Task 2 is \$6,300.

PROFESSIONAL FEES AND SCHEDULE

Based on the proposed scope of work described above, the estimated cost to complete the scope of work is \$6,800. Estimated costs for tasks to be conducted on a time and materials basis are in accordance with Farallon's *November 2022-2023 Schedule of Charges I*. The costs for each task are summarized below.

Task	Cost	
1. Project Management	\$500	Time and Materials
2. Phase I ESA	\$6,300	Lump Sum
Estimated Total	\$6,800	



These costs are based on the understanding that Farallon's access to the Subject Property and Subject Property documents is not limited, and that Subject Property personnel are able to provide detailed and accurate information regarding Subject Property activities in a timely manner. Regulatory file reviews and previous environmental report reviews requiring more than 2 hours will be billed as time and material upon receiving authorization from the Client. Print copies of the report are available on request for an additional \$50 per copy. Farallon will conduct one site reconnaissance of the Subject Property as part of the Phase I ESA. Multiple site reconnaissance visits will be billed as time and materials in addition to the estimated costs for the Phase I ESA (Task 2). The cost estimate provided herein is valid for 30 calendar days from the date of this proposal.

If deemed necessary, Farallon will request and review regulatory files for the Subject Property and/or properties in the vicinity of the Subject Property within the time and cost constraints of the Phase I ESA. As defined in ASTM E1527-21, if the Environmental Professional determines that review of regulatory files is necessary to satisfy the requirements of ASTM E1527-21, and the Client elects not to have the review conducted, the insufficient regulatory information will be identified in the Phase I ESA Report as a data gap.

Farallon will initiate the proposed scope of work immediately upon receiving written authorization to proceed. Farallon will provide an electronic copy of the Phase I ESA Report within approximately 20 business days of receiving written authorization to proceed, barring delays due to circumstances beyond Farallon's reasonable control.

The Phase I ESA Report will be prepared for the sole use of the Client. Please be advised that Farallon limits third parties' right to rely on the report. Farallon may issue a letter granting the right to rely on terms Farallon has pre-approved. However, in no case will Farallon grant reliance to the Small Business Administration. **Farallon is not obligated to provide reliance and all requests for the right to rely should be discussed before the scope of work is initiated.**

The project fee is based on project conditions and the scope of work described in this proposal. Variations in the Subject Property description, scope of work, and/or project schedule as defined herein may require modification of the fee, project schedule, and/or respective report contents. If any of these conditions are modified during implementation of this project, no change in the scope of work defined herein will be initiated without



authorization from the Client. The Client is responsible for obtaining access to the Subject Property for Farallon to perform the assessment.

If project costs exceed or are anticipated to exceed the estimated costs set forth herein by more than 5 percent (5%), Farallon will issue a Work Change Order for Client's review and signature. Costs exceeding the estimated costs set forth herein by less than 5 percent (5%) are considered to be authorized by the Client as a reasonable contingency reserve. The Client further agrees not to make any claim against Farallon with respect to any payments made to any subcontractors or subconsultants that fall within the limit of the contingency reserve.

CLOSING

Farallon will conduct the scope of work described herein in accordance with a mutually agreed-upon services agreement to be provided by the Client. To proceed with the scope of work described herein, please provide the appropriate contractual documents for Farallon's review and signature. Farallon will proceed with the work upon receipt of written authorization. Thank you for allowing Farallon the opportunity to provide environmental consulting services to Client. Please contact either Beth Padgett at (425) 295-0800 or Chuck Esler at (503) 816-9874 if you have questions or require further information.

Sincerely,

Farallon Consulting, L.L.C.

Beth Padgett, L.G.
Associate Geologist

Charles T. Esler, CHMM
Principal Environmental Scientist

BP/CTE:sw



A Subsidiary of SoundEarth Strategies
1011 SW Klickitat Way, Suite 104
Seattle, WA 98134
Phone 206-381-1128
Toll Free 800-666-2959
Fax 206-254-4279

October 2, 2023

Geoff Anderson
Principal, Architect
Schemata Workshop, Inc

Subject: Proposal for Hazardous Materials Survey Services
City of Kirkland Park Restroom Demolition
Everest Park; 500 8th St. Kirkland WA 98033
Proposal No. 23-133a

Dear Mr. Anderson:

EHS-International, Inc. (EHSI) is pleased to present this proposal to Robert Anderson of Schemata Workshop Inc. (Schemata) to provide Hazardous Materials Survey Services for the City of Kirkland Everest Park in anticipation of the demolition of the facilities. This proposal presents EHSI's understanding of the project, scope of work, assumptions, cost estimate, and schedule.

PROJECT UNDERSTANDING

Schemata is requesting that EHSI provide a proposal in support of the City of Kirkland Everest Park Restroom Demolition project. EHSI exchanged emails with Geoff Anderson of Schemata regarding the scope of the planned work and the requirements for compliance with hazardous materials regulations. This project's proposed scope is to demolition of the restroom building at Everest Park.

EHSI will be conducting a survey of hazardous materials associated with the building to determine the presence, location, and quantity of asbestos, lead containing materials (LCM), and other regulated or hazardous materials such as polychlorinated biphenyls (PCBs) and mercury. The scope of work conducted to meet the objectives of the limited hazardous materials survey is detailed below.

SCOPE OF WORK

TASK 01: LIMITED HAZARDOUS MATERIALS SURVEY

A visual inspection will be performed to determine the presence of suspect asbestos-containing materials (ACM), lead-containing paint (LCP), and other hazardous or regulated building materials likely to be disturbed by the renovations of the building.

ACM

The purpose of the limited hazardous materials survey will be to satisfy federal, state, and local regulations that require owners to conduct a "good faith inspection" for ACM as cited in 29 CFR 1926.1101 and RCW 49.26.013 and implemented by WAC 296-62-07721 and the pre-renovation/demolition "Asbestos Survey" requirement of the Puget Sound Clean Air Agency.

- Environmental Consulting
- Hazardous Materials Management
- Industrial Hygiene Services
- Construction Management
- Indoor Air Quality

EHSI will collect bulk asbestos samples for the purposes of characterizing suspect ACM. The bulk asbestos samples will be submitted to a National Volunteer Laboratory Accreditation Program-accredited (NVLAP) laboratory for analysis. The asbestos samples will be analyzed by US Environmental Protection Agency (EPA) Method 600/R-93/116 using polarized light microscopy (PLM) with dispersion staining. EHSI anticipates collecting **30** samples. EHSI will collect **3** quality control samples in that estimated total. Quality control samples will be submitted to a second NVLAP accredited laboratory.

In addition to asbestos, EHSI will collect information regarding LCP and LCM; PCBs; and mercury-containing light tubes, thermostats, and switches that may be in each of the work areas. These materials will be specifically addressed as follows:

LCP/LCM

Testing of suspect LCM samples will be performed to confirm whether the associated paint contains lead as cited in 29 CFR 1926.62 and implemented by WAC 29-155-17609.

EHSI will conduct X-Ray Fluorescence testing of painted surfaces for LCP as part of this proposed survey. These samples will be sufficient to determine potential impacts that lead paint or other LCM may have on the upcoming renovation project.

PCB-Containing Materials

The identification of potential PCB-containing materials will be limited to visual confirmation of common electrical devices (e.g., fluorescent lighting ballasts, circuit breakers, and transformers). EHSI will inspect a limited number of lighting fixtures to assess whether PCB ballasts or mercury lighting tubes may be present and work with the client to determine whether the project will impact lighting fixtures.

Mercury-Containing Materials

The identification of potential mercury-containing materials will be limited to visual confirmation of common items such as fluorescent light tubes, compact fluorescent bulbs, thermostats, and switches.

TASK 01A: LIMITED HAZARDOUS MATERIALS SURVEY REPORTS

Upon completion of the hazardous materials survey, EHSI will provide a draft electronic copy (PDF) of the survey reports. The report will include an executive summary, introduction, methodology, conclusions, and recommendations. EHSI will produce CAD sketches showing all sample locations. Final reports will be provided to the client approximately 21 days following the completion of the surveys. All survey documentation will be reviewed by the EHSI Senior Industrial Hygienist and/or Senior Technical Reviewer for quality assurance purposes.

ASSUMPTIONS AND LIMITATIONS

The estimated costs are based on the following assumptions and limitations:

Limited Hazardous Materials Survey and Report

- EHSI anticipates a half day of field survey activities for two inspectors.

- EHSI will prepare an activity hazard analysis for the field work involved with this project.
- The on-site survey activities will be performed during normal working hours. The City of Kirkland will be responsible for providing access to the building and all work areas.
- EHSI will produce sample location figures using CAD files or floor plan drawings provided by Schemata. If drawings are not available, ones will be created.
- EHSI will not collect more than the allotted number of samples as stated above without written authorization from the client.
- All samples will be analyzed on a five-day laboratory turnaround time.
- EHSI anticipates that all materials will be accessible with the use of a 12-foot ladder. Materials not accessible will be identified in the hazardous materials survey report.
- The scope of this hazardous materials survey is limited to sampling of the regulated building materials specified herein and specifically excludes investigation of soil, groundwater, and other hazardous chemicals.
- Materials that are not accessible or cannot be safely sampled will be assumed to be asbestos containing in lieu of sampling or excluded from the survey scope.
- In areas where destructive inspection is warranted but not possible due to continued occupancy, or in cases where such activity would require demolition of concrete masonry units, brick, or concrete, EHSI will base its evaluation on record drawings and experience with similar systems in similar buildings. EHSI will assume probable concealed materials to be hazardous.

PROJECT SCHEDULE

EHSI anticipates survey activities will take no more than two working days to complete on site. The final report will be submitted 21 days following the conclusion of field efforts.

PROJECT COST

EHSI proposes to execute the scope of work described herein on a time and materials not-to-exceed-cost basis. The estimated cost is as follows:

- Task 1 – Limited Hazardous Materials Survey - \$2,570.00
- Task 01A – Limited Hazardous Materials Survey Report - \$1,345.00
- Total Non-Labor Costs – \$560.13

The estimated total cost for all tasks is \$4,475.13.

CLOSING

EHSI appreciates the opportunity to provide this proposal to Schemata Workshop, Inc. If you have any questions or comments regarding this proposal, please feel free to contact the undersigned at any time.

Respectfully submitted,

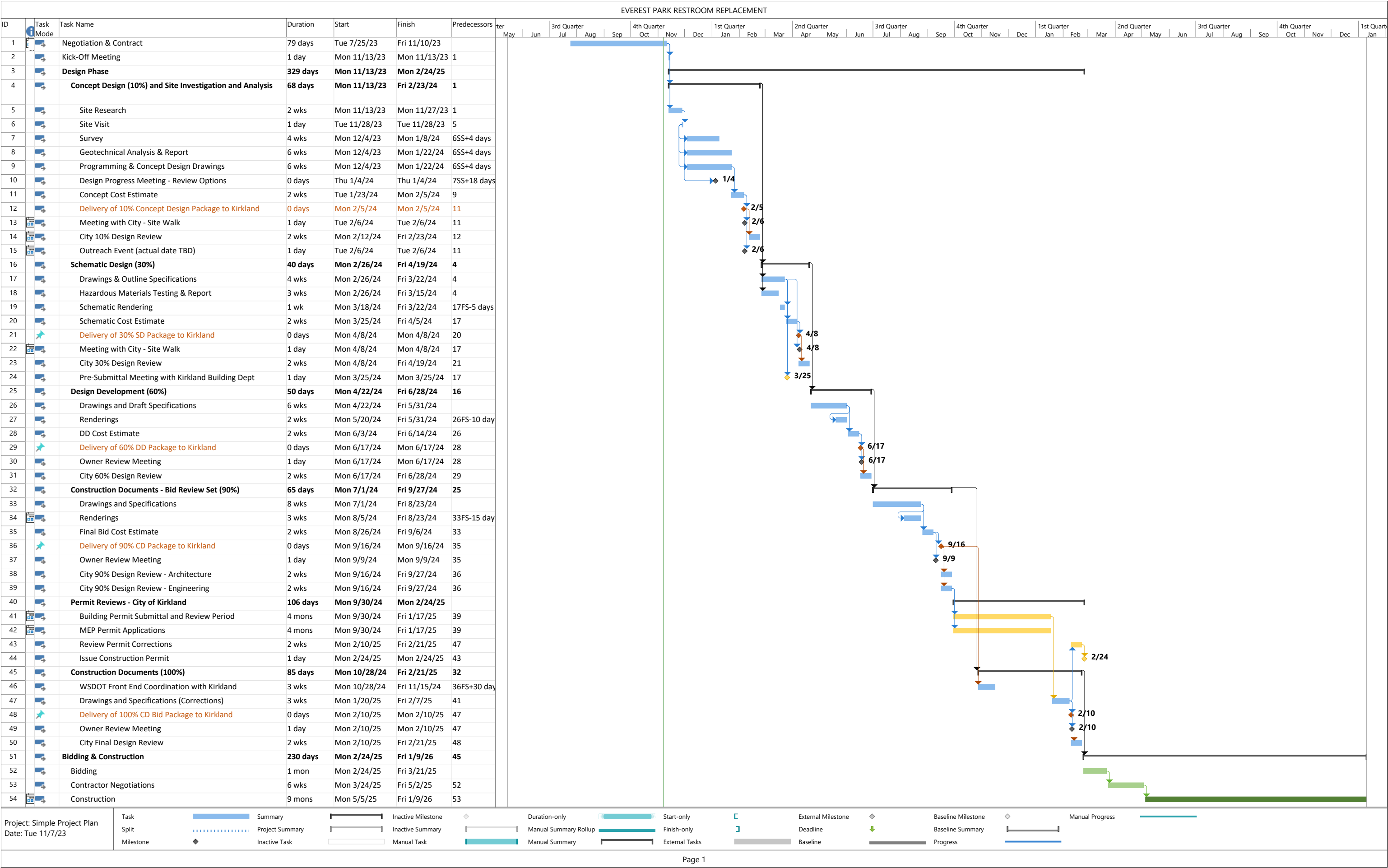


Stacey Hanson
Project Manager



Marcus Gladden
Senior Industrial Hygienist

Attachments: Authorization Sheet
General Terms and Conditions
Table 1, Labor and Cost Detail



Attachment B

Everest Park Restroom Replacement Design Fees

Everest Park Restroom Replacement Design Fees				CONSULTANTS									
Phase	Fee	Extra Services Fee	Architecture Schemata	Landscape AHBL	Civil AHBL	Struct AHBL	Mech/Plumb GDM	Electrical Cross	Estimating DCW	Survey AHBL	Geotechnical AES	Environment Farallon	Haz-Mat ehsi
A/E Fee Schedule Amount													
\$1,000,000.00		\$129,753.77	\$121,146.00			\$14,833.86	\$17,383.43	\$5,794.48					
10% Concept Design	\$25,568	\$25,700	\$12,115	\$3,950	\$0	\$0	\$3,380	\$1,500	\$3,400	\$8,100	\$10,800	\$6,800	\$0
30% Schematic Design	\$38,362	\$4,475	\$13,326	\$2,790	\$4,400	\$2,400	\$7,430	\$2,000	\$3,740	\$0	\$0	\$0	\$4,475
60% Design Development	\$54,116	\$0	\$24,229	\$3,720	\$5,900	\$2,400	\$8,970	\$2,100	\$4,080	\$0	\$0	\$0	\$0
90% review	\$69,322	\$0	\$31,922	\$4,290	\$9,360	\$2,400	\$12,450	\$2,100	\$3,400	\$0	\$0	\$0	\$0
Construction Documents	\$24,278	\$0	\$5,633	\$1,200	\$2,340	\$1,600	\$6,340	\$2,750	\$2,720	\$0	\$0	\$0	\$0
SUB-TOTAL	\$211,646	\$30,175	\$87,225	\$15,950	\$22,000	\$8,800	\$38,570	\$10,450	\$17,340	\$8,100	\$10,800	\$6,800	\$4,475
REIMBURSIBLE EXPENSES	\$3,000	\$0	\$1,000	\$1,300			\$920			\$0			
MARKUP		\$3,018		\$1,725	\$2,200	\$880	\$3,949	\$1,045	\$1,734	\$810	\$1,080	\$680	\$448
TOTAL	\$214,646	\$33,193	\$88,225	\$18,975	\$24,200	\$9,680	\$43,439	\$11,495	\$19,074	\$8,910	\$11,880	\$7,480	\$4,923
Construction Admin (allowance)	\$0.00												
GRAND TOTAL	\$214,646	\$33,193											
	\$247,839												



Billing Summary

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Civil Engineering - 2230409.11			
Items 1-16	Civil Engineering Design		\$22,000
	<i>Schematic Design</i>	\$4,400	
	<i>Design Development</i>	\$5,900	
	<i>Construction Documents</i>	\$11,700	
Subtotal			\$22,000
Structural Engineering - 2230409.21			
Items 1-6	Structural Engineering Design	T-21	\$8,000
Items 7-8	Permitting	T-22	800
Subtotal			\$8,800
Landscape Architecture - 2230409.41			
Items 1-4	Preliminary Design	T-41	\$3,950
Items 5-11	Construction Documents / Permit	T-42	9,300
Item 12	Permitting (Limited-T&E est.)	T-43	2,700
Subtotal			\$15,950
Land Surveying - 2230409.51			
Items 1-5	Boundary and Topographic Survey		\$8,100
Reimbursable Expenses (T&E est.)		T-90	\$1,300
GRAND TOTAL			\$56,150



GDM OF OREGON, INC.
A Service-Disabled Veteran Owned Small Business

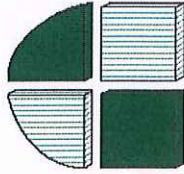


Our fee to provide the services described above is listed below:

Concept Design	\$3,380.00
30% Design	\$7,430.00
60% Design	\$8,970.00
90% Design/Permitting	\$12,450.00
100% Design	\$6,340.00
TOTAL	\$38,570.00

The following additional services may be provided at the client's discretion:

Additional site visit (including travel, mileage, 1 person, 1-2 hours on site)	\$920.00
--	----------



CROSS ENGINEERS, INC.

Everest Park

10% Sketch & Estimate	\$1,500.00
30% Submittal	\$2,000.00
60% Submittal	\$2,100.00
90% Submittal	\$2,100.00
100% Submittal	\$2,750.00
Total	\$10,450.00

Billing will occur monthly on a percentage complete basis.

Please contact my office if there are additional workscope items or questions. Our office has staff available to assign to this project upon your notice to proceed.

Sincerely,

Brice Anderson
Cross Engineers

SCHEDULE 2
Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1 10% Design	20	\$170	\$3,400.00
Task 2 30% Design	22	\$170	\$3,740.00
Task 3 60% Design	24	\$170	\$4,080.00
Task 4 90% Design	20	\$170	\$3,400.00
Task 5 100% Design	16	\$170	\$2,720.00
SUM Total	102		\$17,340.00

4.0 The Client accepts that all services are provided in accordance with the attached Schedule of Charges, which is made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client’s behalf as follows:

Subcontracted Driller	\$3,500
Utility Locate Field Visit	\$500
AESI Field Documentation	\$1,500
Private Utility Locate.....	\$300
Office Engineering and Report Preparation.....	<u>\$5,000</u>
Estimated Total Cost	\$10,800

PROFESSIONAL FEES AND SCHEDULE

Based on the proposed scope of work described above, the estimated cost to complete the scope of work is \$6,800. Estimated costs for tasks to be conducted on a time and materials basis are in accordance with Farallon's *November 2022-2023 Schedule of Charges I*. The costs for each task are summarized below.

Task	Cost	
1. Project Management	\$500	Time and Materials
2. Phase I ESA	\$6,300	Lump Sum
Estimated Total	\$6,800	

PROJECT COST

EHSI proposes to execute the scope of work described herein on a time and materials not-to-exceed-cost basis. The estimated cost is as follows:

- Task 1 – Limited Hazardous Materials Survey - \$2,570.00
- Task 01A – Limited Hazardous Materials Survey Report - \$1,345.00
- Total Non-Labor Costs – \$560.13

The estimated total cost for all tasks is \$4,475.13.










Schemata Workshop - Everest Park Restroom Replacement - 32300399

Final Audit Report

2023-12-28

Created:	2023-12-20
By:	Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7BAMqGe8Hzhdv7BvY6hLm9_xNkkSNJsL

"Schemata Workshop - Everest Park Restroom Replacement - 32300399" History

-  Document created by Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
2023-12-20 - 7:09:11 PM GMT- IP address: 66.235.5.98
-  Document emailed to Geoff Anderson (geoff@schemataworkshop.com) for signature
2023-12-20 - 7:14:07 PM GMT
-  Email viewed by Geoff Anderson (geoff@schemataworkshop.com)
2023-12-21 - 0:58:53 AM GMT- IP address: 104.47.59.254
-  Document e-signed by Geoff Anderson (geoff@schemataworkshop.com)
Signature Date: 2023-12-21 - 1:02:43 AM GMT - Time Source: server- IP address: 50.112.70.224
-  Document emailed to Leta Santangelo (LSantangelo@kirklandwa.gov) for delegation
2023-12-21 - 1:02:45 AM GMT
-  Document approval delegated to Darcey Eilers (deilers@kirklandwa.gov) by Leta Santangelo (LSantangelo@kirklandwa.gov)
2023-12-21 - 9:18:24 PM GMT- IP address: 76.191.73.2
-  Document emailed to Darcey Eilers (deilers@kirklandwa.gov) for approval
2023-12-21 - 9:18:24 PM GMT
-  Email viewed by Darcey Eilers (deilers@kirklandwa.gov)
2023-12-21 - 10:32:51 PM GMT- IP address: 76.191.73.2
-  Document approved by Darcey Eilers (deilers@kirklandwa.gov)
Approval Date: 2023-12-21 - 10:34:55 PM GMT - Time Source: server- IP address: 76.191.73.2



Document emailed to Julie Underwood (junderwood@kirklandwa.gov) for signature

2023-12-21 - 10:34:57 PM GMT



Joey Vander Vaart (JVanderVaart@kirklandwa.gov) added alternate signer James Lopez (jlopez@kirklandwa.gov). The original signer Julie Underwood (junderwood@kirklandwa.gov) can still sign.

2023-12-27 - 10:02:40 PM GMT- IP address: 66.235.5.98



Document emailed to James Lopez (jlopez@kirklandwa.gov) for signature

2023-12-27 - 10:02:40 PM GMT



Document e-signed by James Lopez (jlopez@kirklandwa.gov)

Signature Date: 2023-12-28 - 7:57:07 PM GMT - Time Source: server- IP address: 76.191.73.2



Document emailed to JamieLynn Estell (jestell@kirklandwa.gov) for delivery

2023-12-28 - 7:57:08 PM GMT



Email viewed by JamieLynn Estell (jestell@kirklandwa.gov)

2023-12-28 - 9:18:51 PM GMT- IP address: 50.46.56.201



Document receipt acknowledged by JamieLynn Estell (jestell@kirklandwa.gov)

Receipt Acknowledgement Date: 2023-12-28 - 9:18:57 PM GMT - Time Source: server- IP address: 50.46.56.201



Agreement completed.

2023-12-28 - 9:18:57 PM GMT