

**NORTHSHORE PARKS AND RECREATION SERVICE AREA
PROFESSIONAL SERVICES AGREEMENT
Contract No. A-24-01**

1. Parties.

This professional Services Agreement, Contract No. A-24-01 (“Agreement”), is entered into as of the Effective Date specified below between the Northshore Parks and Recreation Service Area, a Washington quasi-municipal corporation having its principal place of business at 10201 E Riverside Drive, Bothell, Washington 98011 (“NPRSA”) and ARC Architects, a corporation organized under the laws of the State of Washington, located and doing business at 119 S Main Street, Ste 200, Seattle, Washington 98104 (“Consultant”).

2. Recitals.

2.1 NPRSA desires to obtain professional services for work related to a Needs Assessment and Feasibility Study for a Youth Community Center.

2.2 NPRSA has solicited for such professional services as required by law, including chapter 39.80 RCW if applicable.

2.3 Consultant represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and Consultant further represents that it can accomplish the work and services within the time period and in accordance with NPRSA’s specifications and professional standards.

2.4 Consultant agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. Terms and Conditions.

3.1 Services. NPRSA hereby retains Consultant, and Consultant agrees, to perform in accordance with this Agreement the work and services as set forth in the Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit B** (“Services”).

3.2 Payment.

3.2.1 NPRSA shall pay the Consultant for Services rendered based upon the Schedule of Charges, which is attached and incorporated by this reference as **Exhibits A and C** (“Schedule of Charges”). This amount in the Schedule of Charges is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the NPRSA in the form of a negotiated and executed supplemental agreement.

3.2.2 Consultant shall submit periodic invoices (but not more frequently than monthly) to NPRSA upon completion of the Services under the terms of payments as described in the Exhibits. NPRSA shall pay Consultant within sixty (60) days of the receipt of a correct invoice in accordance with NPRSA’s usual payment procedures. If NPRSA objects to all or any portion of any invoice, it shall so notify Consultant within twenty (20)

days from the receipt but shall pay any undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of the invoice.

3.2.3 Acceptance of any payment by Consultant shall constitute a release of all payment claims against NPRSA arising under this Agreement as to such portion of the Services. No payment to Consultant, whether periodic or final, shall constitute a waiver or release by NPRSA of any claim, right, or remedy it may have against Consultant regarding performance of the Services as required by this Agreement.

3.3 Time of Performance. Consultant agrees that the Services shall begin immediately upon the Effective Date or NPRSA's issuance of a Notice to Proceed, whichever is applicable, and Consultant shall continue to perform the Services with due diligence. In no event shall completion of the Services be delayed beyond one year from the Effective Date. The Schedule of Charges and any time for performance of the Services shall not be increased because of any delays or costs attributable to Consultant. In the event of a delay not attributable to Consultant, which could not be reasonably anticipated and which results in an increase in costs to perform the Services, NPRSA may at its discretion, through the execution of an amendment or supplemental agreement, increase the Schedule of Charges and/or time for performance of the Services.

3.4 Relationship of Parties. Consultant is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only relationship created by this Agreement. No employee, agent, representative, or subconsultant of Consultant shall be or shall be deemed to be the employee, agent, representative, or subconsultant of NPRSA. Consultant has no authority, and will not represent itself to have authority, to legally bind NPRSA or otherwise act for NPRSA on NPRSA's behalf. None of the compensation or other benefits provided by NPRSA to its employees shall be available to Consultant's employees, agents, representatives, or subconsultants. Consultant shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives, and subconsultants. Consultant shall be solely responsible for its acts and omissions and for the acts and omissions of Consultant's agents, employees, representatives, and subconsultants during performance of this Agreement. On or before the Effective Date, Consultant shall file, maintain, and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish Consultant's status as an independent contractor.

3.5 Services Performed at Consultant's Risk. Consultant shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the Services.

3.6 Supervision, Inspection, and Performance.

3.6.1 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of NPRSA and shall be subject to NPRSA's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.6.2 Consultant represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services.

All Services shall be performed by Consultant, its employees, or by subconsultants whose selection has been authorized by NPRSA; provided that NPRSA's authorization shall not relieve Consultant or its subconsultants from any duties or obligations under this Agreement, or by law, to perform the Services in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements, and obligations that Consultant owes to NPRSA shall also be owed to NPRSA by Consultant's subconsultants retained to perform the Services.

3.6.3 Consultant shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all work performed pursuant to this Agreement. Consultant shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. Consultant shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any work performed under this Agreement.

3.7 Termination of Agreement.

3.7.1 Termination by NPRSA for Consultant's Default. NPRSA may terminate this Agreement, in whole or in part and at any time, in writing if Consultant substantially fails to fulfill any or all of its material obligations through no fault of NPRSA. If NPRSA terminates all or part of this Agreement for default, NPRSA shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to Consultant using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs NPRSA incurs or will incur because of Consultant's default. In such event, NPRSA shall consider the actual costs incurred by Consultant in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to NPRSA at the date of termination, the cost to NPRSA of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to NPRSA of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude NPRSA from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.7.2 Termination by NPRSA for Convenience. NPRSA may terminate this Agreement, in whole or in part and at any time, for the convenience of NPRSA. NPRSA shall terminate by delivery to Consultant a notice of termination specifying the extent of the termination and the effective date of termination. If NPRSA terminates this Agreement for convenience, NPRSA shall pay Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination.

3.7.3 Termination by Consultant. Consultant may terminate this Agreement in the case of a material breach and upon failure of NPRSA to remedy said breach within ten (10) days of written notice by Consultant of such breach. Consultant may also terminate the Agreement if key personnel and/or facilities are lost due to a situation under which Consultant is physically unable to perform. Consultant's notice of termination shall be in writing.

3.8 Discrimination. When hiring employees to perform Services, and in any subcontract arising hereunder, Consultant, its subconsultants, or any person acting on behalf of Consultant or subconsultant shall not, by reason of race, religion, color, age, sex, national origin, veteran status, sexual orientation, or the presence of any sensory, mental, or physical handicap discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.9 Indemnification and Compliance with Law.

3.9.1 The indemnification and defense obligations specified in this Section ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance, or payment by NPRSA of or for any Services performed by Consultant shall not be grounds for avoidance of any Indemnity Obligations.

3.9.2 Consultant's duty to indemnify NPRSA under this Agreement varies, as more particularly set forth below, depending on the circumstances that give rise to the obligation of indemnity. However, the Consultant's indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses, and expenses incurred by the NPRSA, whether direct, indirect, consequential, and specifically including (but not limited to) any attorneys' and consultants' fees and other expenses of litigation or arbitration (collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.

3.9.2.1 General Indemnity. Except to the extent that one of the more specific indemnity obligations as set forth below applies, Consultant shall defend, indemnify, and hold harmless NPRSA, including its officers, employees, agents, and volunteers, from any and all losses and claims including any and all claims for personal injury, bodily injury (including death), or damage to property that are caused or alleged to be caused, in whole or in part, by any act or omission of Consultant. This obligation of indemnity includes negligent acts (whether concurrent, contributory, or both) by NPRSA. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the sole negligence of NPRSA.

3.9.2.2 Professional Errors and Omissions. For any losses that arise from the exercise of Consultant's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, Consultant shall defend, indemnify, and hold harmless NPRSA from all such losses to the extent caused or alleged to be caused by any violation of law, including state, federal, or municipal law or ordinance, or by

any negligent act, omission, breach of contract, or willful or intentional misconduct of Consultant. The obligation of indemnity and defense under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) or NPRSA.

3.9.3 In any and all claims against the NPRSA by any employee of Consultant, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Consultant under the applicable worker's or workmen's compensation, benefit, or disability laws (including, but not limited to, the Industrial Insurance laws, Title 51 RCW). Consultant expressly waives any immunity Consultant might have under such laws and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

3.9.4 The obligations of this Paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

3.9.5 For purposes of this Paragraph only, "NPRSA" shall mean and include the NPRSA and its board members and other elected officials, other officers, employees, and agents, and "Consultant" shall mean and include Consultant, all of its Subconsultants and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

3.9.6 The parties recognize that one party may have unique knowledge or involvement in the acts that certain claims are based on; therefore, the parties agree that upon receipt or service of a claim arising out of or related to the work or project which is the subject of this Agreement, the parties hereto will cooperate in good faith in the defense of any claim. The intent and purpose of this subparagraph is to ensure the good faith cooperation of both parties in the defense of any claim initially so that all necessary knowledge and personnel are made available to each other to achieve the best claim defense possible.

3.9.6.1 The parties agree that they each have the right to tender the defense of any third party claims to the other party without violating the provisions of this section. However, notwithstanding any other provisions in this section, in the event that either party fails to accept tender from the other party, the parties agree that it is their intent that they will cooperate and initially defend any claims arising out of, in connection with, or incident to their own acts, regardless of the type or characterization of the act(s) and each party is free to assert such defenses, claims, counterclaims, and third party claims as they deem appropriate.

3.9.6.2 At the time that liability for any disputed claim is ultimately determined by agreement, as a result of any agreed or mandatory dispute resolution process, or by final order of a court of competent jurisdiction, the parties will reimburse each other for any defense costs and claims costs and payments or judgment satisfaction that may have been incurred pursuant to the provisions of this subsection and which would not have been required of that party under the provisions of Subsections 3.9.1 through 3.9.5 if their initial tender of defense had not been improperly rejected.

3.10 Insurance. Unless otherwise stated in this Agreement, the following insurance requirements shall apply.

3.10.1 Insurance. 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.

3.10.2 No Limitation. 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 NPRSA's recourse to any remedy available at law or in equity.

3.10.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

A. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on 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.

B. Commercial General Liability insurance shall be written on an ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. NPRSA shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to work performed for NPRSA.

C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Professional Liability insurance appropriate to Consultant's profession.

3.10.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence.

B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

3.10.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

A. Consultant's insurance coverage, with the exception of Professional Liability, shall be primary insurance as respects NPRSA. Any insurance, self-insurance, or insurance pool coverage maintained by NPRSA shall be excess of Consultant's insurance and shall not contribute with it.

B. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to NPRSA. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current AM Best rating of not less than A:VII.

3.10.7 Verification of Coverage. Consultant shall furnish NPRSA with original certificates and a copy of the amendatory endorsements, including by not limited to the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of work.

3.11 Records, Documents, and Audits.

3.11.1 Original documents, drawings, designs, and reports developed under this Agreement, whether in written or electronic format, shall belong to and become the property of NPRSA, and shall be promptly delivered to NPRSA as required by the Services or at the termination of this Agreement. All written information submitted by NPRSA to Consultant in connection with the Services will be safeguarded by Consultant to at least the same extent as Consultant safeguards like information relating to its own business. If such information is publicly available, is already in Consultant's possession or known to it, or is rightfully obtained by Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

3.11.2 NPRSA acknowledges that the documents prepared by Consultant are prepared specific to the project described herein. If NPRSA modifies or uses any of said documents for other projects or purposes without the written approval of Consultant, NPRSA releases Consultant from all responsibility for any errors or omissions therein with respect to such modification or other use.

3.11.3 Consultant and its subconsultants shall maintain books, records, documents, and other evidence directly pertinent to performance of the Services in accordance with generally accepted accounting principles and practices consistently applied. NPRSA or any duly authorized representative shall have access to and be permitted to inspect such books, records, documents, and other evidence for the purpose of audit, examination, and copying for a period of six (6) years after completion or termination of the Agreement, whichever is later. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

3.12 Disputes and Remedies.

3.12.1 Choice of Law; 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.

3.12.2 **Dispute Resolution.** All claims, counterclaims, disputes, and other matters in question between NPRSA and Consultant arising out of or relating to this Agreement shall be referred to NPRSA Executive Director or a designee for determination, together with all pertinent facts, data, contentions, and so forth. NPRSA Executive Director shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by NPRSA Executive Director's decision, the parties shall refer the matter to professional mediation in Seattle, Washington, which shall be conducted within thirty (30) calendar days of NPRSA Executive Director's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between Consultant and NPRSA to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.12.3 **Remedies.** NPRSA's rights and remedies in this Agreement are in addition to all other rights and remedies as provided by law. NPRSA may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.13 **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

Bothell City Hall
Attn: Northshore Parks and Recreation Service Area
18415 101st Avenue NE
Bothell, WA 98011

ARC Architects
Attn: Paul Curtis
119 S Main Street, Ste 200
Seattle, WA 98104

3.14 **Entire Agreement.** The written terms and provisions of this Agreement, together with all referenced, incorporated, and attached Exhibits, supersede all prior verbal statements of any officer or other representative of NPRSA, and such statements shall not be effective or construed to be as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits.

3.15 **Priority of Documents.** In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any Exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the Exhibit(s) shall be disregarded and shall be considered void.

3.16 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of NPRSA and Consultant.

3.17 Assignment. Any assignment of this Agreement by Consultant without the prior written consent of NPRSA shall be void.

3.18 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

3.20 Counterparts. This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 Authorized Signatures. By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 Effective Date. This Agreement shall be effective on the last date entered by the parties below.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

ATTACHED EXHIBITS

EXHIBIT A – FEE SUMMARY

EXHIBIT B – SCOPE SUMMARY

EXHIBIT C – BILLING RATES

EXHIBIT D – REIMBURSABLE EXPENSES

EXHIBIT E – SUB-CONSULTANT PROPOSALS

Becky Range

OWNER *(Signature)* Feb 7, 2024

Becky Range, NPRSA Executive Director

(Printed name and title)



ARCHITECT *(Signature)*

Paul Curtis, Principal (License #10644)

(Printed name, title, and license number, if required)

January 08, 2024

City of Bothell, Executive Department
18415 101st Ave NE - Bothell, WA 98011
Attn: Christine Scotton, NPRSA Program Manager



RE: NPRSA Youth Community Center Feasibility Study and Site Analysis

Dear Christine:

ARC Architects is pleased to submit its proposal for the *NPRSA Youth Community Center Feasibility Study*, which includes architecture, public outreach, financing, environmental analysis, wetlands analysis, real estate, cost estimating, surveying, landscape architecture, market analysis, and operational analysis. For more than 45 years ARC has provided quality services to public and non-profit clients across the state. In addition to ARC, our team for this study includes the following consultants:

- Public Outreach - PRR
- Financing - Ostara
- Environmental Analysis - Langan
- Wetlands Analysis - GeoEngineers
- Real Estate - Infinity
- Cost Estimating - DCW Cost Management
- Surveying - CORE
- Landscape Architecture - Bruce Dees and Associates
- Market and Operational Analysis - Ballard*King

Some tasks have been identified in our SOQ as available on an as-needed basis or varying levels of service have been offered. A breakdown of which possible additional services are available can be found at the bottom of Exhibit A - Fee Summary. We can help inform that required scope if needed.

The Design Team's total proposed fee for the services described below for the feasibility study is **\$256,036** including all taxes. Further details of the proposed scope can be found below and in the attached Exhibit A - Fee Summary and Exhibit B - Scope Summary.

Project Understanding

This proposal is based on the Request for Qualifications titled, "NPRSA Needs Assessment and Feasibility Study for a Youth Community Center" and dated September 7, 2023. It is understood that the focus of the study will be identifying the youth and recreation needs of the service area and a desired program to meet those needs. Identifying a site that would best serve the needs of the communities in the NPRSA and can accommodate the identified program will be a prime focus of the study as well as generating design options of how a building and its required components would best utilize the site.

The design team will collaborate with NPRSA's project team as well as any advisory committees (to be determined) to assess site information and develop concept options that depict the scale and configuration of the youth community center and site development strategies. The District shall retain (or direct ARC to retain) any additional consultants and contractors not listed in this fee proposal. Our assumption is that NPRSA Team meetings and Steering Committee meetings will be facilitated by the design team. ARC's contribution of graphic materials is

included in this proposal.

LEED and any other 3rd party sustainability certifications are not included in this scope.

NPRSA's overall target project cost is not known at this time and it will be part of this study to determine a project cost that meets both the project needs and NPRSA's budget. Billings will be based on a percent complete lump sum basis. For budgeting purposes, we estimate that Phase 1 and Phase 2 will each be approximately 6 months in duration.

We sincerely appreciate the opportunity to offer this proposal and look forward to working with you. Should this proposal adequately define the services you require for your project then please return a signed copy for our files. If there are any questions please contact me at 503-407-5552.

Sincerely,



Paul Curtis | Principal, AIA, LEED AP BD+C
ARC Architects
C: (503) 407-5552

Attachments:

- Exhibit A – Fee Summary
- Exhibit B – Scope Summary
- Exhibit C – Standard Billing Rate Schedule 2024
- Exhibit D – Standard Reimbursable Expenses
- Exhibit E – Sub-Consultant Proposals

NPRSA: Youth Community Center Study
 ARC Architects and Sub-Consultants
 1/8/2024

EXHIBIT A - FEE SUMMARY

FEE SUMMARY	fee		remarks
ARC Fee			
feasibility study - phase 1 (tasks 1-6)	\$29,000	1	\$29,000 See Scope Summary
feasibility study - phase 2 (tasks 7-9)	\$22,500	1	\$22,500 See Scope Summary
Subtotal - ARC Fee			\$51,500
Sub-Consultants - Phase 1 (tasks 1-6)			
Public Outreach: PRR	\$37,525	1.1	\$41,278 PRR - See Proposal.
Website Option 1: PRR	\$14,100	1.1	\$15,510 PRR - See Alternate Options in Proposal.
Funding: Ostara	\$0	1.1	\$0 Ostara: See Phase 2.
Geotechnical: Langan	\$33,000	1.1	\$36,300 Langan - See Proposal. Assumes 3 sites.
Wetlands: GeoEngineers	\$0	1.1	\$0 GeoEngineers - See Phase 2.
Real Estate: Infinity	\$3,200	1.1	\$3,520 Infinity - See Proposal.
Estimating: DCW	\$0	1.1	\$0 DCW - See Phase 2.
Surveying: Core	\$8,100	1.1	\$8,910 Core - See Proposal. Assumes 3 sites.
Landscape Architecture: BDA	\$6,720	1.1	\$7,392 BDA - See Proposal.
Planning: B*K	\$17,000	1.1	\$18,700 B*K - See Proposal.
Subtotal - Sub-Consultant Phase 1 Fees			\$131,610
Sub-Consultants - Phase 2 (tasks 7-9)			
Public Outreach: PRR	\$12,275	1.1	\$13,503 PRR - See Proposal.
Website Option 1: PRR	\$0	1.1	\$0 PRR - See Phase 1.
Funding: Ostara	\$10,000	1.1	\$11,000 Ostara - See Proposal.
Geotechnical: Langan	\$0	1.1	\$0 Langan - See Phase 1.
Wetlands: GeoEngineers	\$9,800	1.1	\$10,780 GeoEngineers - See Proposal. Assumes 1 site as needed.
Real Estate: Infinity	\$0	1.1	\$0 Infinity - See Phase 1.
Estimating: DCW	\$8,500	1.1	\$9,350 DCW - See Proposal.
Surveying: Core	\$1,900	1.1	\$2,090 Core - See Proposal. Topo Survey Excluded.
Landscape Architecture: BDA	\$8,640	1.1	\$9,504 BDA - See Proposal.
Planning: B*K	\$12,000	1.1	\$13,200 B*K - See Proposal.
Subtotal - Sub-Consultant Phase 2 Fees			\$69,427
Reimbursable Expenses - All Phases			
architect - ARC			\$1,000 See Summary of Typical Expenses Below.
planning - B*K			\$2,500 See Proposal.
Subtotal - Reimbursable Expenses			\$3,500
Possible Add Services - NOT Included			
Full Topographic Survey: Core	\$20,000	1.1	\$22,000 Core - from \$15k to 20k, see proposal.
Fundraising 'Case for Support': Ostara	?	1.1	? Ostara - See proposal for description.
Website Option 2: PRR	\$40,600	1.1	\$44,660 PRR - See Proposal.
Website Option 2: PRR	\$52,000	1.1	\$57,200 PRR - See Proposal.
Subtotal - Possible Add Services			\$123,860 Elective. NOT Included.
Total - Proposed Contract Amount			\$256,036

EXHIBIT B - SCOPE SUMMARY

NPRSA: Youth Community Center Study - Scope Summary ARC Architects and Design Team Consultants by Phase/Task January 08, 2024

This study is to better understand the feasibility of supplementing NPRSA's current offerings with a new Community Youth Center on a yet-to-be-determined site and which may be developed as either new or renovated construction.

In support of this potential future center, our team will collaborate and provide the following tasks to occur over two phases:

PHASE 1 (Tasks 1-6):

Phase 1, Task 1: IMMERSION (Sub-Consultants Coordinated: B*K, PRR)

Kick-off, research existing documentation – particular previous program or property research or development, summarize for ease of access and use, identify information gaps. Project management and meetings.

ARC Fee Phase 1, Task 1: \$3,500

Phase 1, Task 2: MARKET AND NEEDS (Sub-Consultants Coordinated: B*K)

Perform a market analysis, identify trends, develop initial program, or refine past work from Task 1. Project management and meetings.

ARC Fee Phase 1, Task 2: \$4,000

Phase 1, Task 3: OUTREACH/PROGRAM (Sub-Consultants Coordinated: PRR)

Outreach plan, identify stakeholders and underserved populations, refine desired program through public engagement. Project management and meetings.

ARC Fee Phase 1, Task 3: \$2,500

Phase 1, Task 4: IDENTIFY SITES (Sub-Consultants Coordinated: PRR, CBRE)

Identify potential site priorities w/ NPRSA. Generate initial, high-level site opportunities list. Confirm alignment w/ NPRSA site priorities to refine list. Possible public engagement opportunity. Project management and meetings.

ARC Fee Phase 1, Task 4: \$3,000

EXHIBIT B - SCOPE SUMMARY

Phase 1, Task 5: SITE CULLING (Sub-Consultants Coordinated: BDA, CBRE)

Initial winnowing based on available area, zoning, regulatory challenges, ownership, access, synergy w/ existing facilities, infrastructure, etc. Visit potential sites. Create evaluation matrix. Assume reduction to a shortlist of 3 or fewer sites. Project management and meetings.

ARC Fee Phase 1, Task 5: \$6,000

Phase 1, Task 6: SITE ANALYSIS (Sub-Consultants Coordinated: LANGAN, CORE)

Perform high-level/cursory review of available utilities, geotechnical analysis, critical areas and level 1 environmental analysis, create preliminary concepts on up to 3 sites. Guide discussions to arrive at a preferred option for Phase 2. Project management and meetings.

ARC Fee Phase 1, Task 6: \$10,000

PHASE 2 (Tasks 7-9):

Phase 2, Task 7: CONCEPT REFINEMENT (Sub-Consultants Coordinated: BDA, PRR, GEO, CORE)

Floor Plan(s), siting, and massing of preferred building concept and site option. Seek input from community, stakeholders, decision makers, owner team. Wetlands delineation as needed. Incorporate, make refinements. Generate preferred concept option(s) including 3-D renderings (up to 2) for use in generating project support and interest. Project management and meetings.

ARC Fee Phase 2, Task 7: \$10,000

Phase 2, Task 8: COSTS & FUNDING (Sub-Consultants Coordinated: DCW, OSTARA, B*K)

Develop capital and operational cost analysis (5-year proforma), develop capital and operational funding strategies and potential revenue streams. Clarify hard and soft cost assumptions. Project management and meetings.

ARC Fee Phase 2, Task 8: \$5,000

Phase 2, Task 9: FINAL REPORT & PRESENT (Sub-Consultants Coordinated: ALL)

Develop a draft report w/ clear executive summary of process, findings, recommendations, and timeline of recommended next steps for NPRSA review. Facilitate a presentation to the Board as requested. Finalize report. Project management and meetings.

ARC Fee Phase 2, Task 9: \$7,500

EXHIBIT C - BILLING RATES

ARC Architects

Hourly Billing Rates Schedule 2024

All rates are reviewed annually each January

CLASSIFICATION	\$/HOUR
Consulting Principal	\$210
Managing Principal/Project Manager	\$195
Architect PM	\$145
Architect Designer	\$130
Staff Designer	\$118
Recent Graduate w/ Experience	\$108
Intern	\$93
Administration	\$110

EXHIBIT D - REIMBURSABLE EXPENSES

ARC Architects

Standard Reimbursable Expenses

Reimbursable Expenses

Compensation for Reimbursable Expenses incurred by ARC Architects in connection with the Project shall be based on amounts invoiced to ARC Architects, plus ten percent (10%). The following list is not intended to be all inclusive but rather a list of the most common reimbursable expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the Project
2. Reproductions and scanning services
3. Color & color plotting, small and large format
5. Couriers, postage and handling of documents
6. Parking, mileage and transportation expenses associated with the Project
7. Models, materials board, mock-ups and special samples requested by the Owner
9. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

EXHIBIT 'A'

ARC Architects NPRSA Youth Community Center Feasibility Study Scope of Work December 13, 2023

Work by Bruce Dees & Associates (BDA)

BDA will assist ARC Architects, prime consultant, with site planning and feasibility analysis efforts for the Northshore Parks and Recreation Service Area (NPRSA) – Youth Community Center Feasibility Study. The initial work will include preliminary site analysis and concepts. Our site planning approach will analyze the various site opportunities towards the development of concepts illustrating the general scope, scale, cost, and relationship of the proposed site development. Next steps will include development of the preferred concept, and assistance with the final report.

The specific scope of work for the conceptual plan is as follows:

Phase 1 – Exploratory Site Options

1. Collaboration with ARC Architects on the preliminary analysis of up to three (3) potential project sites.
2. Development of up to three (3) exploratory site layouts and programs with high-level cost estimating review.
3. Attend up to three (3) project meetings.

Deliverables

1. Three (3) Preliminary Site Reviews
2. Three (3) Exploratory Site Options

Phase 2 – Concept Refinement

1. Development of one (1) conceptual site plan based upon the preferred site layout and final program for the NPRSA Youth Community Center.
2. Preliminary estimate review to communicate the site development costs and site development needs (grading, drainage, earthwork, etc) regarding the preferred conceptual site plan.
3. Design narrative and imagery in support of the preferred conceptual site plan, program, and site development considerations.
4. Attend up to three (3) project meetings.

Deliverables

1. One (1) Conceptual Site Plan
2. One (1) Design Narrative

EXHIBIT E - SUB-CONSULTANT PROPOSALS

SCHEDULE

Work progress will parallel the ARC schedule to coordinate architectural and site work design.

ASSUMPTIONS

BDA will provide the preliminary grading and drainage approach associated with the site options, and conceptual site plan. Civil engineering including analysis and/or design of utility networks is not included.

BDA products will be delivered to ARC Architects in digital format.

ARC will provide the following:

1. Available base mapping, topography, and utilities.
2. Architectural floor plans.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

EXHIBIT 'B' Compensation

<u>PHASE</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>
I. Exploratory Site Options	44%	\$6,720
II. Concept Refinement	56%	\$8,640
Total	100%	\$15,360

The above scope of work will be provided on a lump sum basis with payments made each month on a percent of completed work.

No extra work or charges beyond the estimated fee shall be commenced without written authorization from the Owner.

15 December 2023

Paul Curtis, LEED AP BD+C
ARC Architects
119 S. Main Street, Suite 200
Seattle, Washington, 98104
curtis@arcarchitects.com

Re: Proposal for Phase I Environmental Site Assessment and Preliminary Geotechnical Evaluation Potential NPRSA Youth Community Center Sites Langan Project No.: 791014800

Dear Mr. Curtis:

Langan Engineering and Environmental Services, Inc. (Langan) is pleased to provide ARC Architects (ARC or the "Client") with this proposal for a Phase I Environmental Site Assessment (ESA) and preliminary geotechnical evaluation for up to three properties, yet unknown, being considered as sites for a future development that would include both a Youth Community Center.

The purpose of our services is to provide further insight into the potential environmental concerns and geotechnical soil characteristics of these sites to help identify any potential risks or potential costs regarding the potential development of these sites for use in the evaluation for Youth Community Center sites within the Northshore Parks and Recreation Service Area. We anticipate our services will be performed as part of Task 6: Site Analyses of your detailed evaluation for a new Youth Community Center.

SCOPE OF SERVICES

Our scope of services will be divided up between two tasks: 1) a preliminary geotechnical evaluation and 2) a Phase I ESA for each subject site, as detailed below.

Task 1: Preliminary Geotechnical Evaluations

The purpose of our preliminary geotechnical evaluation will be to evaluate the subsurface data available and published information to assess potential seismic hazards and other geotechnical aspects of the potential development.

We propose to perform a desk study, which will use the publicly available information, the site-specific subsurface data currently available, and published maps to develop conclusions to assist you with initial planning and cost estimating for the geotechnical and foundation aspects of the project. We will perform engineering studies based on this information to develop our preliminary conclusions and recommendations regarding:

- soil and groundwater conditions at the site
- site seismicity and seismic hazards, including faulting, liquefaction and associated hazards
- probable foundation type(s) for any proposed structures and improvements

- potential settlement behavior of new improvements
- identify any specific remedial grading or special foundations that may be required
- preliminary 2021 International Building Code (IBC) seismic design criteria (or newer codes if adopted by the State of Washington prior to our services being performed)
- construction considerations.

During this task, we will consult with the design team and exchange information, as it becomes available. The results of our study for each site will be presented in a letter report.

Task 2: Phase I ESAs.

The Phase 1 ESAs will be developed using the guidelines of the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21), and the United States Environmental Protection Agency's (US EPA's) All Appropriate Inquiries (AAI) Rule (40 CFR Part 312). The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the processes prescribed herein, recognized environmental conditions (RECs) in connection with the subject property. The Phase I ESA will include reviewing physical setting resources, government records and historical records; completing a site reconnaissance; interviewing owners/operators/occupants of the subject property; and evaluating the information obtained. We will provide the findings, opinions, and conclusions of the Phase I ESA in a report signed by an environmental professional. Performance of a pre-demolition hazardous building materials survey is outside of the scope of an ASTM Phase I, we will review conditions and may provide a separate proposal for performance of these services, should the Client require.

The detailed scope of services for the Phase I ESA is provided in Attachment A.

Excluded Non-ASTM Considerations

Considerations outside of the scope of ASTM E1527-21 are excluded from this Phase I ESA unless specifically requested by the Client and listed above. Such non-scope considerations include, but are not limited to: asbestos-containing building materials (unrelated to releases into the environment); biological agents; cultural and historical resources; ecological resources; endangered species; health and safety; indoor air quality (unrelated to releases of hazardous substances or petroleum products into the environment); industrial hygiene; lead-based paint (unrelated to releases into the environment); lead-in-drinking water; mold or microbial growth conditions; polychlorinated biphenyl (PCB)-containing building materials (for example, fluorescent light ballasts, paint, and caulk); naturally occurring radon; regulatory compliance; substances not defined as hazardous substances (including some substances sometimes generally referred to as emerging contaminants, e.g. per- and polyfluoroalkyl substances [PFAS]); and wetlands.

Third-Party Reliance

The Phase I ESA will name the Client and Northshore Parks and Recreation by name as the sole user(s) and intended beneficiary of the Phase I ESA. If an additional party requires reliance on the Phase I ESA, the Client must submit a written request for a reliance letter to Langan. Langan will

EXHIBIT E - SUB-CONSULTANT PROPOSALS

Proposal for Phase I Environmental Site Assessment and
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prepare our standard reliance letter. If the relying party requires revisions to Langan's standard reliance letter, additional fees may apply.

Client-Provided Information

We assume that the names and contact information for current and prior owners, operators, and occupants of the subject property will be provided by Client, if available. We request that the following information be provided to Langan upon authorization to proceed:

- A completed User Questionnaire (Attachment B)
- The findings of tasks defined as user responsibilities (e.g. title search, environmental lien search, etc.)
- Pertinent documents as described in Attachment A, Task 2
- All previous environmental reports (e.g., previous Phase I ESA reports)

FEE ESTIMATE

We will perform our services on a time-and-expense basis in accordance with our 2023 Schedule of Fees and Conditions, which is attached. A breakdown of our fees by tasks follows:

Proposed Task	Fee Estimate
Task 1 – Preliminary Geotechnical Evaluation at CRC Site	\$ 5,000 per Site
Task 2 – Phase 1 ESAs	<u>\$ 6,000 per Site</u>
TOTAL ESTIMATE.....	\$ 11,000.00 per Site

We will not exceed the estimated fees unless the scope of services changes and we receive your prior authorization. The estimate above is intended to include all costs – including travel and reimbursable expenses; no overnight stays are planned.

ASSUMPTIONS

Langan based the above fee on the information made available to us at the time we prepared this proposal. Langan assumes that:

- Langan will submit Freedom of Information Act (FOIA) requests at our discretion. In-person agency records reviews are excluded, and we assume records will be available online for review.
- Langan will not complete tasks that are defined as a user responsibility unless specifically requested by Client. Such tasks include searches for land titles records back to 1980, environmental liens, and activity and use limitations (AULs). If Client requests that Langan complete user responsibilities, additional fees will apply.
- Client will provide or facilitate obtaining previous environmental reports and relevant environmental and regulatory documents for Langan's review prior to the site reconnaissance. This proposal assumes that no more than three previous reports are available for the subject property. If a more extensive prior report review is required, additional fees may apply and the review will not be completed until authorized by the Client in writing.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

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- Langan will coordinate the site reconnaissance with a knowledgeable individual who will accompany Langan (if required) and provide free, clear and continual access to the subject property during the site reconnaissance. Knowledgeable representative(s) will be made available by the Client for interviews with Langan either during the site reconnaissance or by telephone.
- The site reconnaissance will not exceed one day per Site location, including travel time from the nearest Langan office.
- Client will provide one round of comments/ proposed revisions to the draft report.
- Deliverables will consist of a draft and a final Phase I ESA provided in electronic format;
- Langan will participate in one call with Client not to exceed 1 hour to discuss report findings and conclusions; and
- Recommendations will be provided in a separate memorandum unless Client specifically requests to have recommendations included in the report.

SCHEDULE

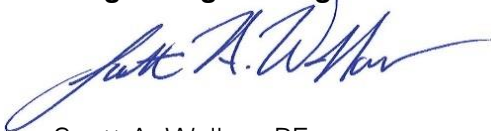
We will provide a draft of our Phase I ESA report(s) and the preliminary geotechnical evaluation five weeks following authorization to proceed and site identification or four weeks after the site reconnaissance and receipt of all applicable client provided information, whichever occurs later. We will provide a final Phase I ESA report within one week of receipt of your comments, if any.

We will submit an invoice on a time and materials basis. Our current General Terms and Conditions are attached to this proposal and incorporated herein by reference. When you wish to proceed with our services, please sign in the space indicated and return one signed copy to us at our address presented on the first page of this proposal. Upon your delivery of an executed copy of this proposal, this proposal will become a binding contract between us.

We appreciate the opportunity to present this proposal and look forward to working with ARC on this project. If you have any questions or need additional information, please contact us.

Sincerely,

Langan Engineering & Environmental Services, Inc.



Scott A. Walker, PE
Principal/Vice President

- Enclosure(s):
- A. ASTM E1527-21 Scope Details
 - B. User Questionnaire
 - C. General Terms and Conditions
 - D. Schedule of Fees and Conditions

LANGAN

EXHIBIT E - SUB-CONSULTANT PROPOSALS

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AUTHORIZATION TO PROCEED

Receipt of this Proposal, including the Schedule of Fees and Conditions is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Company: _____ (“Client”)

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____

ATTACHMENT A

ASTM E1527-21 Scope Details

Langan will complete a Phase I Environmental Assessment (ESA) using the guidelines of the ASTM International Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process (ASTM E1527-21). The Phase I ESA will be completed for the "subject property" as defined in the proposal. Client (or user) acknowledges one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability is completing an environmental site assessment consistent with all appropriate inquiries (AAI) pursuant to 40 Code of Federal Regulations (CFR) Part 312 (AAI rule).

SCOPE OF SERVICES

The objective of the Phase I ESA is to attempt to identify recognized environmental conditions (REC). A REC is defined as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. Langan will seek to gather reasonably ascertainable information regarding the subject property through records review, a site reconnaissance and interviews. Information obtained during completion of the tasks described below will be used in concert to identify findings, formulate opinions and make conclusions regarding RECs for the subject property. The tasks included in our scope of services are described in detail below.

1. User-Provided Information

The AAI rule requires that:

- The user complete certain tasks and inquiries required by ASTM E1527-21. The user should report the findings of such tasks and inquiries to the environmental professional completing the Phase I ESA. Langan will state in the Phase I ESA report whether the information was shared.
- In addition to satisfying the AAI rule, the user must comply with certain continuing post-acquisition obligations to satisfy the CERCLA liability defenses. These post-acquisition obligations include, among other things, taking reasonable steps to stop any continuing releases, prevent any threatened future releases, and prevent or limit human, environmental or natural resource exposure to any hazardous substance released on or from the subject property.

ASTM E1527-21 describes the responsibilities of the user. Langan presumes the Client will complete these tasks and share relevant findings with Langan.

Upon authorization to proceed, Langan will contact the user regarding:

- Reason for conducting the Phase I ESA;
- Whether there are environmental cleanup liens against the subject property;
- The user's specialized knowledge of the subject property and adjoining properties or any other relevant expertise of the user;
- The relationship of the purchase price to the market value of the subject property;
- Commonly known or reasonably ascertainable information about the subject property; and

EXHIBIT E - SUB-CONSULTANT PROPOSALS

- The degree of obviousness of the presence or likely presence of contamination and the ability to detect the contamination by conducting appropriate investigation.

The AAI rule defines this information as the “additional inquiries.” Some of these inquiries, e.g., commonly known information and obviousness of contamination must be performed by both user and Langan. Langan will not complete additional inquiries that are defined as user responsibilities in Section 6 of ASTM E1527-21 unless specifically requested by the Client in writing. If Client requests that Langan complete user responsibilities (e.g., title search), additional fees will apply. Langan will request and review information gathered by the Client during completion of the user responsibilities. Langan will also review previous environmental reports provided by the user.

2. Pre-Reconnaissance Preparations

Langan will contact the representative for the subject property, as designated by the Client, to schedule the site reconnaissance and to discuss general conditions, operations, and any previously identified areas of environmental concern prior to the site reconnaissance. Langan assumes that prior to the site reconnaissance, the Client will provide contact information for a person with knowledge of the uses and physical characteristics of the subject property (i.e., the key site manager).

As part of this Phase I ESA, Langan requests information from the Client pertaining to the following: prior environmental reports; previous environmental assessments; subject property plans, drawings, and building layouts; ages and construction details of subject property building(s); regulatory permits; registrations and licenses; underground and aboveground storage tanks, tank closure reports; monitoring data; recent regulatory agency visit records, inspections and correspondence; solid and hazardous waste manifests; annual hazardous waste generation reports; draft or final consent orders; notices of violation; and other pertinent documents.

3. Site Reconnaissance

Langan will conduct a site reconnaissance for the subject property to collect information and make observations to assist in the identification of potential RECs in connection with the subject property. The site reconnaissance will be completed by an environmental professional or an individual working under the environmental professional. The person completing the site reconnaissance will complete a visual survey of the interior and exterior areas of the subject property and surrounding properties (to the extent possible from the subject property or public right-of-ways). The visual survey will attempt to identify the features, activities, uses and conditions specified in Section 9.4 of ASTM E1527-21 (e.g., current use of the subject property, current use of the adjoining properties, roads, water supply, hazardous substances, petroleum products, storage tanks, odors, and stressed vegetation). Langan assumes that a knowledgeable key site manager will be made available to accompany us during the site reconnaissance and provide free, clear and continuous access to all areas of the subject property.

Langan will document the methods of the site reconnaissance and any limitations to the site reconnaissance may be considered data gaps under ASTM.

4. Interviews

Langan will interview the key site manager during the site reconnaissance or by telephone if the key site manager cannot attend the site reconnaissance. Langan will also make reasonable attempts to interview current and past owners, operators and occupants of the subject property who are likely to have information regarding the potential for contamination at the subject property to the extent that contact information for such individuals is provided to Langan by the Client.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

Langan will attempt to contact a representative of the state or local fire department and at least one other agency (health agency, agency with jurisdiction over hazardous waste disposal or other environmental matters or agencies responsible for issuance of building permits or groundwater use permits). Langan will complete the interviews by phone or email with a questionnaire. In-person interviews are not included in this scope of services, unless conducted during the site reconnaissance, and additional fees may apply if in-person interviews are deemed necessary.

5. Government Records Review

Langan will review an environmental database search report obtained through a third-party vendor. The database report will include standard physical setting sources as defined in ASTM E1527-21 Section 8.2.1 and a search of standard government environmental record sources within the approximate minimum search distances established in ASTM E1527-21 Table 2. If the subject property or adjoining properties are identified in the database search, Langan will evaluate the listings to determine whether additional agency file or record review may be required to conclude if the listings represent a REC for the subject property. If so, Langan will complete the additional reviews. If the agency files/records are not reasonably ascertainable within the established schedule for the project, the report may identify data gaps.

6. Review of Historical Sources of Information

Langan will obtain standard historical information sources including aerial photographs, fire insurance maps, local street directories, and topographic maps from a third-party vendor. Langan will review building department records, property tax files and zoning/land use records, to the extent that such records are reasonably ascertainable online. Other reasonably ascertainable historical resources may be consulted if deemed useful. Langan will attempt to document obvious uses of the subject property in approximately five-year intervals to the first developed use of the subject property or 1940, whichever is earlier. Uses of the adjoining properties will also be identified from review of aerial photographs, fire insurance maps, local street directories and topographic maps to the extent that these sources were reviewed for the subject property and are likely to be useful in satisfying the objective of identifying RECs for the subject property. Uses of the surrounding properties will also be evaluated and discussed to the extent that information about the surrounding properties is relevant and reasonably ascertainable.

7. Reporting

Langan will prepare a Phase I ESA report that will present our findings, opinions and conclusions as to the presence of recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, de minimis conditions, and significant data gaps at the subject property. The report excludes an evaluation of non-ASTM scope considerations unless the Client requests consideration of specific non-ASTM scope considerations in writing. The report will meet the reporting requirements outlined in ASTM E1527-21 Section 12, and will include a site plan and photographs documenting RECs and de minimis conditions. Langan will provide draft and final reports in electronic, .pdf format.

The report excludes recommendations. Written recommendations may be provided in a separate memorandum for an additional fee if requested by the Client.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

ASTM E1527-21 User Questionnaire

Please complete the below form and return to Langan.

Providing the following information (if available) to the environmental professional (Langan) is one of the requirements to qualify for one of the Landowner Liability Protections (LLP) offered under CERCLA. Missing or incomplete information for questions 1 through 6 could result in a determination that "all appropriate inquiry" is not complete. Additional information should be provided for "Yes" answers where relevant.

General Information

User/Client Names: _____

Reason for the Phase I ESA: _____

Type of property: _____

Type of property transaction (e.g. sale, purchase, exchange): _____

Subject property address (provide documentation of subject property boundary): _____

Site Contact and Contact Information: _____

Relying Party(ies): _____

Required Information

(1.) Environmental liens that are filed or recorded against the subject property (40 CFR 312.25).

Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the subject property under federal, tribal, state or local law? Yes No

(2.) Activity and use limitations that are in place on the subject property or that have been filed or recorded against the subject property (40 CFR 312.26(a)(1)(v) and (vi)).

Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded against the subject property under federal, tribal, state or local law? Yes No

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? Yes No

(4.) Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this subject property reasonably reflect the fair market value of the subject property? Yes No

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property? Yes No

EXHIBIT E - SUB-CONSULTANT PROPOSALS

(5.) Commonly known or reasonably ascertainable information about the subject property (40 CFR 312.30).

Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases?

Yes No

For example,

Yes No

(a.) Do you know the past uses of the subject property?

Yes No

(b.) Do you know of specific chemicals that are present or once were present at the subject property?

Yes No

(c.) Do you know of spills or other chemical releases that have taken place at the subject property?

Yes No

(d.) Do you know of any environmental cleanups that have taken place at the subject property?

(6.) The degree of obviousness of the presence or likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the subject property, are there any obvious indicators that point to the presence or likely presence of releases at the subject property?

Yes No

Do you have knowledge or experience with the subject property that may be pertinent to the environmental professional (for example, copies of any available prior environmental site assessment reports, documents, correspondence, etc., concerning the property and its environmental condition)?

Yes No

(7.) Proceedings Involving the Subject Property Questions (Section 10.9 of ASTM E1527-21 and Section 10.10 of ASTM E2247-16)

Do you know of:

(a.) Any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property?

Yes No

(b.) Any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, at, or from the subject property?

Yes No

(c.) Any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

Yes No

Signature

It is understood that the information presented in this form is an integral part of the Phase I ESA process and that Langan will evaluate and rely on this information in the development of the final Phase I ESA report.

Completed By: _____

Print/Type Name: _____

Title: _____

Company: _____

Relationship to Client/User: _____

Date: _____

EXHIBIT E - SUB-CONSULTANT PROPOSALS

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by **Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.**; or **Langan Engineering and Environmental Services, Inc.**; or **Langan CT, Inc.**; or **Langan MA, Inc.**; or **Langan MI, Inc.**; or **Langan International, LLC**; or such other Langan entity specifically identified in the Proposal (each individually, a “**LANGAN ENTITY**”); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the “**Proposal**”), shall constitute the “**Agreement**.” For purposes of this Agreement, the **LANGAN ENTITY** identified in the Proposal shall be referred to as “**LANGAN**” and the entity signing the Proposal shall be referred to as “**CLIENT**.”

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the “**Services**”). All **Services**, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the **CLIENT** and agreed to by **LANGAN** in writing, **LANGAN** will perform such additional services (“**Additional Services**”) subject to these Terms and Conditions. Unless otherwise agreed in writing, the **CLIENT** shall pay **LANGAN** for the performance of any **Additional Services** on a time-and-materials basis based upon **LANGAN**’s then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN’s services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the “**Standard of Care**”). **LANGAN** will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The **CLIENT** agrees that no other representation, warranty or guarantee, expressed or implied, is provided by **LANGAN** or is presumed given by **LANGAN** under this Agreement or in any report, opinion, or any other document prepared by **LANGAN** or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the **CLIENT** shall: (i) provide all information and criteria as to the **CLIENT**’s requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the **Services**, prior to the commencement of the **Services**; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to **LANGAN** all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in **LANGAN**’s opinion for completion of the **Services**; (iv) review all documents or oral reports presented by **LANGAN** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the **Services**; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of **LANGAN**’s **Services**; (vi) give prompt written notice to **LANGAN** whenever the **CLIENT** becomes aware of any development that affects the scope and timing of **LANGAN**’s **Services** or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to **LANGAN** whenever **CLIENT** becomes aware of a cyber-event impacting **CLIENT**’s or **LANGAN**’s data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the **CLIENT**. **LANGAN** will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the **CLIENT**.

CLIENT acknowledges that **LANGAN** has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to **LANGAN**. **CLIENT** therefore agrees that during the term of this Agreement and for one (1) year following completion of the **Services**, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any **LANGAN** employee involved with the **Services**. In the event this provision is violated, **CLIENT** will, on demand, pay **LANGAN** damages in an amount equal to the current yearly salary of the employee. **CLIENT** agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages **LANGAN** would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the **CLIENT** and a final bill upon completion of **Services**. The **CLIENT** shall notify **LANGAN** within two weeks of receipt of invoice of any dispute with the invoice. The **CLIENT** and **LANGAN** will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the **CLIENT** and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the **CLIENT** agrees to pay all fees and expenses incurred by **LANGAN** in any collection action.

The **CLIENT** shall notify **LANGAN** prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and **LANGAN** was not notified by **CLIENT**, **CLIENT** agrees to pay **LANGAN** the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. **CLIENT** also agrees to defend, indemnify, and hold harmless **LANGAN** from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The **CLIENT** shall provide for safe right of entry in order for **LANGAN** to perform its **Services**, including execution of any site access or license agreements required for completion of the **Services**. **LANGAN** will not be required to execute any site access or license agreement(s). While **LANGAN** will take all reasonable precautions to minimize any damage to the property, the **CLIENT** acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom **LANGAN** is legally responsible. Unless expressly agreed to in writing by **LANGAN** under separate contract, **LANGAN** will have no responsibility for the safety program at the Project or the safety of any entity or person other than **LANGAN** and its employees. Neither the professional activities of **LANGAN** nor the presence of **LANGAN**’s employees and subcontractors at the Project site will be construed to confer upon **LANGAN** any responsibility for any activities on site performed by personnel other than **LANGAN**’s employees and subcontractors. The **CLIENT** agrees that **LANGAN** will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that **LANGAN** interprets to exist between sampling points will differ from those that actually exist. The **CLIENT** recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by **LANGAN** or its subcontractors and that the data, interpretation, and recommendations of **LANGAN** are based solely on the information available to it. Furthermore, the **CLIENT** recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. **LANGAN** shall not be responsible for interpretations by others of the information it develops or provides to the **CLIENT**.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

EXHIBIT E - SUB-CONSULTANT PROPOSALS

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

WASHINGTON STATE SCHEDULE OF FEES AND CONDITIONS

Public - 1 January 2023

BILLING CATEGORY	HOURLY BILLING RATE (\$)
Technician - Level I	85
Technician - Level II	110
Technician - Level III	125
Staff Personnel - Level I	130
Staff Personnel - Level II	130
Staff Personnel - Level III	130
Senior Staff Personnel - Level I	140
Senior Staff Personnel - Level II	140
Senior Staff Personnel - Level III	145
Project Personnel - Level I	165
Project Personnel - Level II	165
Project Personnel - Level III	170
Senior Project Personnel - Level I	195
Senior Project Personnel - Level II	195
Associate/Senior Project Personnel - Level III	225
Senior Associate	225
Principal	250
Senior Principal	260

- Managing Principals are billed at \$260/Hour
- Senior Consultants are billed at \$260/Hour
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$20 per hour/\$160 per day. Nuclear Moisture-Density Gauge \$15 per hour

COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

	Rate per Hour
CADD, GIS and Terrain Modeling Programs	\$30
Engineering Programs/Digitizing	\$25

SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

EXHIBIT E - SUB-CONSULTANT PROPOSALS



January 5, 2024

Paul Curtis and Emily Wheeler
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104

Thank you for the invitation to join your team working with the Northshore Parks and Recreation Service Area to find a site for a new Youth Community Center.

I have 20 years experience as a land broker in the Greater Seattle Area and can help you identify and compare land parcels for sale, appropriate pricing, market analysis and acquisition strategy.

Please see my proposal below for the estimated hours and scope I can provide for this project. If you have any questions please contact me directly at 206-235-6925 or email me at eva@infinitiRED.com.

Land Search and Market Research		
Estimates	Hours	Fee
Orientation & Meetings	5	\$400
Land Search on Market	10	\$800
Comparative Market Analysis	10	\$800
Off-Market Land Search	10	\$800
Acquisition Analysis	5	\$400
Billing is on a time and materials basis. Travel costs not included. Hourly rate \$80/hr. Invoices paid monthly within 10 business days.		
Total		\$3200



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220 NW 8th Ave
Portland, OR 97209

206 259 2990
www.dccost.com
WBE WOSB SCS

December 14, 2023

Paul Ross Curtis
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104

RE: Northshore Parks & Recreation, Youth Community Center (NPRSA) Feasibility Study

FP-WA-2023-0259

Dear Paul Ross Curtis,

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,

A handwritten signature in black ink, appearing to read 'TD', with a long horizontal flourish extending to the right.

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 Northshore Parks & Recreation, Youth Community Center (NPRSA) Feasibility Study located in northern King County, area not decided. The cost study scope of work includes costing the Task 8 documents.

The intended design package consists of developing capital and operational cost analysis for a new youth community center in northern King County. The project consists of a needs assessment and feasibility study. Our scope would include cost analysis for the concept plans including funding strategies and potential revenue streams.

Detailed Scope of Work:

Task 1 Feasibility Study

- Prepare an opinion of probable construction costs on an elemental basis assessing specific deficiencies within an existing structure. During this stage includes all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- 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.

SCHEDULE 2

EXHIBIT E - SUB-CONSULTANT PROPOSALS

December 14, 2023

Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1	50	\$170	\$8,500.00
SUM Total	50		\$8,500.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$8,500**.

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)

SCHEDULE 3

DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule

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

	<u>Bill Rate</u>
Directors	\$180.00
Specialists	\$170.00- \$180.00
Cost Estimators*	\$160.00 - \$150.00
Clerical	\$105.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

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

DCW COST MANAGEMENT, LLC.

Client: ARC Architects

DATE: 12/14/2023

DATE:

By: Trish Drew

By: Paul Ross Curtis

Its: Managing Director

Its: Principal



EXHIBIT E - SUB-CONSULTANT PROPOSALS

Standard assumptions:

Materials will be developed in English only

Materials will be delivered electronically, unless otherwise specified

Each deliverable will have up to two (2) rounds of review

PRR will develop materials as specified below and Northshore Parks and Rec staff will distribute materials and engage directly with community members

Northshore Parks and Rec staff will summarize each engagement and share with PRR to be incorporated in the final report

Phase 1, Task 1: Kickoff and review

Attend on-boarding kickoff meeting and review past engagement efforts. Assumes two (2) PRR staff will attend kickoff meeting; assumes kickoff meeting is held virtually and is no more than two (2) hours in length. Assumes Northshore Parks and Rec provides documentation from up to five (5) past engagement efforts. Review of past engagement efforts will be summarized in a short memo.

Assumptions:

- Meeting will be held virtually
- Meeting is up to two (2) hours in length
- Up to two (2) PRR staff attend kick off meeting
- Northshore Parks and Rec staff provide documentation from past engagement efforts, up to five (5)

Deliverables:

- Past engagement summary memo

Fee: \$5,100

Phase 1, Task 3: Planning and materials development, program survey

Develop a concise, actionable community engagement plan that includes engagement goals, strategies, key messages, and roles and responsibilities. After engagement plan is finalized, develop a project fact sheet (up to one 8.5x11 page, front and back). Fact sheet will be updated up to three (3) times. Updates will be text updates to roughly 25% of text and include swapping out images.

Develop one (1) survey plan to establish process for fielding and analyzing project surveys; survey plan will be used for each community survey. Develop and program initial community survey. Survey will include up to 20 multiple choice questions (including demographic questions) and one open-ended question and will be live for no more than four (4) weeks. Northshore Parks and Rec staff will promote the survey using the fact sheet and other outreach strategies as noted in the community engagement plan. PRR staff will analyze the survey and develop a survey report. If more than 50 open-ended

EXHIBIT E - SUB-CONSULTANT PROPOSALS

responses are received, PRR staff may use random sampling of open-ended responses for analysis purposes. All open-ended responses will be saved and included as an appendix to the survey report.

Assumptions:

- Northshore Parks and Rec provides a community engagement plan template, if available
- Community engagement plan is no more than 10 pages in length
- Community engagement plan includes up to two (2) collaborative work meetings with Northshore Parks and Rec staff, held virtually
- Fact sheet is up to one (1) 8.5x11 piece of paper, front and back
- Fact sheet is updated no more than three (3) times during the project; updates are to approximately 25% of text and maintain layout but change out images
- Survey plan is no more than five (5) pages in length
- Survey is programmed using an existing PRR survey platform
- Survey is live for no more than four (4) weeks
- Survey is up to 20 multiple choice and one (1) open-ended question
- Northshore Parks and Rec staff will promote the survey
- If more than 50 open-ended responses are received, PRR staff may use random sampling of open-ended responses for analysis purposes
- All open-ended responses will be saved and included as an appendix to the survey report
- Materials and engagement plan have up to two (2) rounds of review

Deliverables:

- Community engagement plan (1)
- Project fact sheet (1) and updates (3)
- Survey plan (1)
- Draft and final survey questions
- Survey raw responses delivered at the end of survey collection
- Draft and final survey report

Fee: \$15,300

Phase 1, Task 4: Site options survey

Program and field a site options survey. Survey will use the survey plan developed during task 3. Survey will include up to 20 multiple choice questions (including demographic questions) and one open-ended question and will be live for no more than 4 weeks. Northshore Parks and Rec staff will promote the survey using the updated fact sheet and other outreach strategies as noted in the community engagement plan. PRR staff will analyze the survey and develop a survey report. If more than 50 open-ended responses are received, PRR staff may use random sampling of open-ended responses for analysis purposes. All open-ended responses will be saved and included as an appendix to the survey report.

Assumptions:

- Survey plan from task 3 is re-used
- Survey is programmed using an existing PRR survey platform

EXHIBIT E - SUB-CONSULTANT PROPOSALS

- Survey is live for no more than four (4) weeks
- Survey is up to 20 multiple choice and one (1) open-ended question
- Northshore Parks and Rec staff will promote the survey
- If more than 50 open-ended responses are received, PRR staff may use random sampling of open-ended responses for analysis purposes
- All open-ended responses will be saved and included as an appendix to the survey report
- Materials and engagement plan have up to two (2) rounds of review

Deliverables:

- Draft and final survey questions
- Survey raw responses delivered at the end of survey collection
- Draft and final survey report

Fee: \$7,000

Phase 2, Task 7: Preferred option survey

Program and field a preferred option. Survey will use the survey plan developed during task 3. Survey will include up to 20 multiple choice questions (including demographic questions) and one open-ended question and will be live for no more than 4 weeks. Northshore Parks and Rec staff will promote the survey using the updated fact sheet and other outreach strategies as noted in the community engagement plan. PRR staff will analyze the survey and develop a survey report. If more than 50 open-ended responses are received, PRR staff may use random sampling of open-ended responses for analysis purposes. All open-ended responses will be saved and included as an appendix to the survey report.

Assumptions:

- Survey plan from task 3 is re-used
- Survey is programmed using an existing PRR survey platform
- Survey is live for no more than four (4) weeks
- Survey is up to 20 multiple choice and one (1) open-ended question
- Northshore Parks and Rec staff will promote the survey
- If more than 50 open-ended responses are received, PRR staff may use random sampling of open-ended responses for analysis purposes
- All open-ended responses will be saved and included as an appendix to the survey report
- Materials and engagement plan have up to two (2) rounds of review

Deliverables:

- Draft and final survey questions
- Survey raw responses delivered at the end of survey collection
- Draft and final survey report

Fee: \$7,000

Phase 2, Task 9: Report

Up to 10 hours to support outreach portions of the final report.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

Assumptions:

- PRR support may include drafting or reviewing the report
- Survey reports may inform content of the final report

Deliverables:

- Up to 10 hours of report writing/editing support

Fee: \$1,900

Project management

PRR will attend monthly team meetings with the full project team, community engagement coordination meetings, and internal team coordination meetings. PRR will prepare monthly progress reports, eight (8) total. All project coordination and communication fall under this task.

Assumptions:

- Team meetings will be held virtually
- Project duration is eight (8) months

Deliverables:

- Progress reports

Fee: \$13,500

Website options

Website option 1: Content only

PRR will develop content for a project website and up to three (3) updates, with up to two (2) graphics each time for a total of eight (8) graphics. Northshore Parks and Rec will program and host the website.

Assumptions:

- Content will be in English only
- Content is up to two pages of text each time
- Northshore Parks and Rec will program and host the website

Deliverables:

- Web text and up to three (3) updates
- Up to two (2) graphics per web update, eight (8) total

Fee: \$14,100

Website option 2: Hosting through Social Pinpoint

PRR will develop content, program, and host a project website with up to three (3) updates, with up to two (2) graphics each time for a total of eight (8) graphics. Website will be live for six (6) months.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

Website will be hosted through Social Pinpoint. At project completion, Social Pinpoint site will be exported as a PDF for future Northshore Parks and Rec use.

Assumptions:

- Content will be in English only
- Content is up to two pages of text each time
- Northshore Parks and Rec will program and host the website
- PRR will pay Social Pinpoint license and hosting fees

Deliverables:

- Web text and up to three (3) updates
- Up to two (2) graphics per web update, eight (8) total
- PDF of each web update, four (4) total

Fee: \$40,600

Website option 3: Hosting through custom build

PRR will develop content, program, and host a project website with up to three (3) updates, with up to two (2) graphics each time for a total of eight (8) graphics. Website will be live for six (6) months. Website will be custom built by PRR developers. At project completion, website will be exported as a PDF for future Northshore Parks and Rec use.

Assumptions:

- Content will be in English only
- Content is up to two pages of text each time
- Northshore Parks and Rec will program and host the website
- PRR will pay hosting fees

Deliverables:

- Web text and up to three (3) updates
- Up to two (2) graphics per web update, eight (8) total
- PDF of each web update, four (4) total

Fee: \$52,000

Scope of Services

Immersion

B*K will participate in kick-off meetings to discuss goals and objectives identified with the project. Subsequent to the kick-off meeting B*K will develop an information request. That information request will identify the documents needed to complete the Market Analysis and Operation Assessment.

- Establish lines of communication
- Confirm schedule
- Discuss project goals
- Previous or on-going planning efforts
- Compensation rates (full-time and part-time)

Market and Needs

B*K will conduct a market assessment for the study with projections for population, new participation statistics and development of service areas.

- Identify/Define service area
- Review demographic characteristics/community profile
 - Population/age range/household income
 - Population trends
 - Changing population trends that impact recreation
- Inventory of facilities and programs
- Review and analyze existing programs/services
 - Review existing master plan/existing studies
 - Review existing recreation program statistics
 - Demand for programs/services
- Competitive market analysis
 - Alternative service providers
 - Facilities and services offered
 - Operational structure
 - Rate structure
- Comparison with national, regional and local participation statistics
 - NSGA standards
 - Potential participation levels
 - Facility and program trends
- Market segment determination and analysis
 - Determination of user groups
 - Impact of user group needs on facility component listing
- Market conclusions



Outreach

Participate stakeholder meetings (in-person or virtual)

- Youth Athletic Associations
- Other Groups
 - City/County Officials
 - Parks and Recreation District
 - School District
 - Elected Officials
 - Potential Partners

Programming

- Project component recommendation/prioritization
 - Determine sizing and space allocation requirements
 - Component relationships and interaction
- Development of program statement consensus

Operations Plan

- Operating structure and parameters
 - Philosophy of operation
 - Priorities of use
- Review fee structure
 - Admissions - Drop-in/multiple admissions/annual passes
 - Family, corporate, group rates
 - Rentals
- Sources of income
 - Identification and verification of revenue sources
- Develop operating cost impact for facility
 - Develop a line item budget
 - Personnel by position
 - Contractual services
 - Commodities
 - Debt Service
 - Capital replacement
- Develop revenue impact for facility
 - Admissions – daily/annual/multiple admissions
 - Programs and services
 - Rentals
 - Other revenue sources
- Revenue/expenditure comparisons
 - Cost recovery level
- Project recommendations/profitability of components
 - Marketing strategy
 - Program/service considerations



Fee Proposal

- Hourly Rates
 - \$225 Principal
 - \$200 Senior Associate
 - \$175 Associate
- Day Rate
 - \$1,650

<u>Study Elements</u>	<u>BK Fees</u>	
Phase 1		
Task 1 Immersion	\$ 2,500	
Task 2 Market and Needs	\$ 6,000	
Task 3 Outreach	\$ 3,500	
Task 3 Programming	\$ 5,000	
		\$17,000
Phase 2		
Task 8 Operations Plan	\$11,000	
Task 9 Final Report	\$ 1,000	
		\$12,000
Sub-Total		<u>\$29,000</u>

Reimbursable Expenses: Reimbursable travel expenses are not included in the project cost summary for personnel. Travel costs vary and B*K will try to minimize travel costs as much as possible, including combining clients during the same trip to share/reduce the cost of travel. It is estimated that this scope of work will require 2 trips @ \$2,500 for reimbursable travel costs. An additional trip, if needed, can be scheduled for only the direct travel cost.

Total Project Not to Exceed **\$33,000**



1101 South Fawcett Avenue, Suite 200
Tacoma, Washington 98402
253.383.4940

December 15, 2023

ARC Architects, Inc.
119 South Main Street, Suite 200
Seattle, Washington 98104

Attention: Paul Curtis

Subject: Proposal
Wetland Assessment Services
Northshore Parks and Recreation Service Area
Youth Community Center Feasibility Study
King County, Washington
File No. 27182-001-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal for wetland assessment services to support a feasibility study for the Northshore Parks and Recreation Service Area. Our understanding of the project is based on information provided in the project request for qualifications and our conversations with you. We understand that the project consists of developing a feasibility study for a youth community center to be located in northern King County. The purpose of our services is to identify and assess wetland areas at the site; and provide consultation regarding development in or adjacent to these critical areas.

SCOPE OF SERVICES

The sections below summarize our scope of services to support this project.

Task 100—Wetland Assessment Services

1. Review publicly available wetland and soil mapping information that may indicate likely occurrences of wetlands at the site.
2. Review appropriate city and/or King County (County) code requirements for wetland protection and wetland buffers to identify buffer requirements and restricted activities in buffers.
3. Complete a site reconnaissance to review and verify general wetland locations. At this time the site locations have not been identified, but we understand there could be three (3) sites in various locations in north King County.



4. Gather field observations on wetland conditions that contribute to wetland classification and rating. Estimate the anticipated wetland classification for each wetland identified based on professional judgement.
5. Prepare a map illustrating approximate wetland locations and estimated buffers based on our observations, preliminary wetland classification, and review of the municipal code. This map will also likely utilize Light Detection and Ranging (LiDAR) and other mapped sources.
6. Document the results of our data review, field observations, mapping, and code requirements in a wetland verification memorandum for use by the team. This will include a general description of restricted and allowed uses in wetlands/buffers, wetland/buffer mitigation requirements, permitting requirements, and potential for on-site wetland/buffer mitigation.
7. Provide ongoing consultation during the feasibility process. We expect that this will consist of corresponding with team members via phone and email. We have budgeted up to 4 hours of Senior Scientist time for this task.

Task 100 Assumptions

- Our scope of services does not include formal wetland delineation; we will not prepare wetland determination datasheets/forms, mark the wetland boundaries, or produce a survey-ready wetland delineation for this phase of the project.
- Our scope of services does not propose formal wetland rating forms but instead relies on professional judgment to identify the approximate wetland categorization.
- This scope is for one wetland biologist to visit each site. Since site locations and areas are not known at this time, we are assuming each site will take 8 hours to complete the site visit (24 hours total).

SCHEDULE, TERMS, AND BUDGET

We anticipate that our wetland delineation fieldwork can be completed within 4 weeks of receiving authorization. Our associated reports can be provided within 4 weeks of completing the fieldwork.

We propose that our services be completed in accordance with the terms described in our General Conditions, which are attached and form a part of this proposal. Please review our General Conditions carefully and advise us if you have any questions or desire to modify the terms of our agreement.

Our fee to complete the scope of services described above will be determined on a time-and-expense basis in accordance with the attached Schedule of Charges.

The total fee for the services described above is \$9,800. Table 1 below provides a breakdown of the estimated fee for each task. We will not exceed this fee without first notifying you of the necessary changes to our scope. We will not proceed with a scope change without first consulting you and obtaining your approval.



TABLE 1. FEE SUMMARY—WETLAND ASSESSMENT SERVICES

Task 100	Estimated Fee
Data Review, Code Review and Site Reconnaissance	\$5,700
Wetland Memorandum	\$3,000
Meetings	\$1,100
Fee Total	\$9,800

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.



We appreciate the opportunity of submitting this proposal and look forward to working with you on this project. Please call if you have any questions regarding the scope of services or other aspects of this proposal. Authorization to proceed may be indicated by returning one copy of the proposal signed in the space below.

Sincerely,
GeoEngineers, Inc.



Jennifer L. Dadisman
Senior Biologist



Joseph O. Callaghan
Principal Scientist

JLD:JOC:tlm

Attachments:

General Conditions - Standard 2021 (rev. 07.22.21)

Schedule of Charges – GeoEngineers Standard 2023

One copy submitted electronically

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

Arc Architects, Inc.	
ORGANIZATION	* SIGNATURE
DATE	TYPED OR PRINTED NAME

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

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

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GENERAL CONDITIONS

Definitions

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

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

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

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

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

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

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

Integrated Written Agreement

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

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

Conflicts

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

Standard of Care and Warranty Disclaimer

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

Client Furnished Information and Obligations

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

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

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

Permits and Agency Arrangement

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

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

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

Rights of Entry

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

Surface and Subsurface Disturbance

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

Discovery of Hazardous Materials

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

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

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

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

Off-site Disposal of Hazardous Materials

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

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

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

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

Unanticipated and Changed Conditions

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

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

Site Safety

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

Construction and Remediation Observation

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

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

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

Sample Retention and Disposal

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

Identification of Other Contaminants

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

Confidential Information

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

Instruments of Service and Proprietary Methodologies

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

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

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

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

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

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

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

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

Billing and Payment

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

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

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

Adjustment for Increased Costs

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

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

Scope of Services and Additional Services

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

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

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

Termination of Services

Termination for Cause

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

Termination for Convenience

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

Suspension of Services

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

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

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

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

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

Delays

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

Indemnification

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

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

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

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

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

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

Limitation of Remedies

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

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

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

No Personal Liability

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

Insurance

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

Mutual Waiver of Consequential Damages

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

Disputes

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

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

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

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

Choice of Law

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

Biological Pollutants

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

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

Claims Assistance for Client

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

Time Bar to Legal Action

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

No Third Party Rights

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

In the event Client provides its report to a third party or requests that GeoEngineers provide the report to a third party (such as a lender, other financial institution, or other person or entity), Client agrees to defend and indemnify GeoEngineers for any claims/damages arising out of the provision of the report and asserted by such third party, including any other parties who may obtain the report from the party granted reliance rights. Notwithstanding the foregoing, Client shall not be required to indemnify GeoEngineers for claims/damages to the extent caused by GeoEngineers’ proven negligence.

Assignment of Contract or Claims

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

Survival

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

Severability

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

Equal Opportunity Employment

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

EXHIBIT E - SUB-CONSULTANT PROPOSALS

Schedule of Charges – 2023

COMPENSATION

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

Professional Staff

Staff 1 Scientist	\$	137/hour
Staff 1 Engineer	\$	145/hour
Staff 2 Scientist	\$	157/hour
Staff 2 Engineer	\$	165/hour
Staff 3 Scientist	\$	180/hour
Staff 3 Engineer	\$	188/hour
Scientist 1	\$	208/hour
Engineer 1	\$	215/hour
Scientist 2	\$	215/hour
Engineer 2	\$	220/hour
Senior Engineer/Scientist 1	\$	240/hour
Senior Engineer/Scientist 2	\$	263/hour
Associate	\$	280/hour
Principal	\$	305/hour
Senior Principal	\$	325/hour

Technical Support Staff

Administrator 1	\$	99/hour
Administrator 2	\$	114/hour
Administrator 3	\$	130/hour
CAD Technician	\$	125/hour
CAD Designer	\$	147/hour
Senior CAD Designer	\$	170/hour
GIS Analyst	\$	155/hour
Senior GIS Analyst	\$	173/hour
GIS Coordinator	\$	190/hour
*Technician	\$	107/hour
*Senior Technician	\$	128/hour
*Lead Technician	\$	138/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule.

A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$ 100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$ 100.00
Asbestos Sample Kit	\$ 25.00
Blastmate, per day	\$ 100.00
D&M Sampler, per day	\$ 80.00
DO (Dissolved Oxygen) Kit	\$ 20.00
Dynamic Cone Penetrometer, per day	\$ 40.00
E-Tape (Electric Tape), per day	\$ 25.00
Field Data Acquisition Equipment	\$ 50.00
Field Gear / Reconnaissance, per day	\$ 50.00
Gas Detection Meters, per day	\$ 100.00
Generator, per day	\$ 100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$ 50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$ 200.00
Hand Auger, per day	\$ 20.00
Inclinometer Probe, per day, 1/2 day minimum	\$ 200.00
Interface Probe, per day	\$ 50.00
Iron Test Kit	\$ 20.00
Laser Level, per day	\$ 50.00
Low Flow Groundwater Sampling Equipment, per day	\$ 225.00
Multiparameter Water Quality Meter, per day	\$ 80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$ 10.00
Peristaltic Pump, per day	\$ 50.00
pH Probe, per day	\$ 15.00
PID, FID or OVA, per day	\$ 100.00
Saximeter, per day	\$ 50.00
Scuba Diving Gear, per day/per diver	\$ 250.00
Shallow Soil Exploration Equipment, per day	\$ 50.00
Soil Field Screening Equipment, per day	\$ 15.00
Soil Sample Kit	\$ 15.00
Steam Flow Meter, per day	\$ 15.00
Strain Gauge Readout Equipment, per day	\$ 50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$ 50.00
Surface Water Quality Monitoring Equipment, per day	\$ 50.00
Turbidity Meter, per day	\$ 30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$ 0.65

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

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

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

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

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee offsets GeoEngineers' costs for software subscriptions/licenses, network data storage and connectivity, and information security that are not included in our hourly rates or direct expenses.

All rates are subject to change upon notification.



January 3, 2024

ARC Architects
 Attn: Paul Ross Curtis
 119 S. Main Street, Suite 200
 Seattle, WA 98104

Subject: NPRSA Youth Community Center

Dear Paul:

Thank you for this opportunity to provide the following proposal for professional planning, civil and surveying services associated with the evaluation of suitable sites for the Northshore Parks and Recreation future Youth Community Center. This proposal is based upon the RFQ provided. With that in mind, we offer the following scope of work and fee estimates.

Scope of Work

Fees

PHASE 1

Feasibility Research – Core Design, Inc. (Core) will review available information for the property and will research existing conditions, code/regulations, encumbrances, utilities, and adjacent land uses at the time the report is prepared. This research will provide the basis for a conceptual site plan. We understand that you will provide documents that we will use to supplement information that we obtain from public records with respect to site requirements. Core will prepare a report/plan which will summarize the site including zoning statistics, density calculations, lot coverage, drainage and utility requirements, and potential issues the property may face when developed. No field survey will be conducted for this scope.

\$2,700/site

PHASE 2

Conceptual Site Plan – Core will prepare a conceptual site plan for a selected property based on information gathered during the feasibility research. This conceptual site plan will include the determined site requirements for the proposed development, topography, steep slopes (if present), critical areas, zoning statistics, drainage & utility requirements and other pertinent features. Deliverables will include a map in digital and hard copy format. Additional renditions of the site plan per client/consultant feedback will be prepared on an hourly basis.

±\$1,900 est.

Boundary/Topographic Survey - Core will review your title report as supplied by you, research available public records and recover sufficient monumentation in the field in order to compute the property boundary and plot restrictions of record. We will perform a 2-foot contour topographic survey of the property and adjacent road

TBD
 (±\$15-20,000)

EXHIBIT E - SUB-CONSULTANT PROPOSALS

January 3, 2024

Paul Ross Curtis

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frontage(s), including utilities, significant trees, road features, and other improvements. Deliverable will be a stand-alone survey meeting City of Bothell requirements for Boundary and Topographic Surveys for land use submittals. Corners will not be set for this scope of work; encroachments will be mapped for action by the owner.

Fee estimate is for a 3-acre infill parcel. A specific budget will be provided upon site selection. Significant factors impacting the survey mapping fee include site size, tree coverage, existing improvements, and boundary complexity.

Utility Locates – Upon request, Core will coordinate a utility locate service to mark underground utilities prior to survey efforts. Fees for locate services typically range \$2,500 - \$4,500 depending on the amount of public street frontage and on-site features. Fees will be billed as a reimbursable expense and are not included in the survey fee estimate above.

Meetings – Core personnel will attend and participate in meetings with you and NPRSA staff as requested. Hourly

The above fees are fixed for the scope of work indicated (unless otherwise noted). Additional work or revisions will be billed on an hourly basis at the current Core Design, Inc. standard fee schedule. This proposal is valid for 60 days.

If you have any questions, please do not hesitate to call, and thank you again for the opportunity to provide this proposal for the NPRSA Youth Community Center project.

Sincerely,
CORE DESIGN, INC.



Glenn R. Sprague, P.L.S.
President, Sr. Project Surveyor

STATEMENT OF ACCEPTANCE

I / We hereby accept this PROPOSAL and the terms of the attached STANDARD FEE SCHEDULE AND GENERAL TERMS AND PROVISIONS **:

*****Note: Our contractual responsibility is to the signing entity, and they are financially responsible for paying Core Design invoices.***

CLIENT INFORMATION:

SIGNATURE**: _____ Date: _____

Client or Company Name: _____

Attention (if the Client is a Company): _____

Phone(s): _____

Email(s): _____

BILLING/PAYER INFORMATION:

Receive Invoices via: _____ Email _____ Mail _____ Both

Billing Email: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

PROPERTY OWNER INFORMATION:

I am the property owner (If you are not the property owner, please provide this information below)

Name: _____

Phone(s): _____

Email(s): _____

Owner Address: _____

City: _____ State: _____ Zip Code: _____



STANDARD FEE SCHEDULE

In the absence of any other specific written agreement, compensation to Core Design, Inc., (Core) will be computed as the total of the following:

Personnel Services

1. Time expended by office and field personnel will be converted to costs by multiplying the hours worked by the standard rates scheduled below. This rate schedule may be modified at any time at the discretion of Core Design, Inc. Altered rates will be charged on projects in progress unless there is a specific language to the contrary in the project's agreement for services.
2. Overtime will be charged at 1.5 times the scheduled rates below. Overtime will only be charged if authorized by the client.

Transportation/Travel Expenses

Unless specified otherwise in the contract with the client:

1. Core Design, Inc. will charge per diem rates for subsistence as determined by the General Services Administration , plus 10%.
2. Overnight accommodations will be charged at actual cost plus 10%.
3. Mileage will be charged at the allowed rate as published by the Internal Revenue Service. Other transportation expenses (parking, tolls, ferry fees, etc.) will be charged at actual cost plus 10%.

CADD Plotting Services

CADD plotting will be charged at \$2.35 per square foot for mylar, \$0.55 per square foot for bond, \$2.35 per square foot for color bond plots, and \$4.00 per square foot for color photo paper plots. Color printing will be charged per sheet as follows: \$0.55/letter, \$0.80/legal and \$1.25/11"x17" sheet.

Other Direct Expenses

Invoice cost to Core Design, Inc. +10% (telephones, materials, reproduction, other professional services, communications, computer charges, etc.).

Court Availability/Testimony

Court testimony/depositions, etc. will be charged at \$325.00/hour for all licensed professionals. A 4-hour minimum will apply for each separate appearance whether actually testifying or only on call.

BILLING RATE SCHEDULE - EFFECTIVE January 1, 2024

CODE	CLASSIFICATION	\$/HR	CODE	CLASSIFICATION	\$/HR
P1	Principal in Charge	\$210.00	S1	Senior Project Surveyor	\$187.00
P2	Senior Project Manager	\$196.00	S2	Project Surveyor	\$160.00
P3	Project Manager	\$184.00	S3	Surveyor	\$141.00
E1	Sr. Project Engineer/Planner	\$196.00	S4	Senior Survey Technician	\$128.00
E2	Project Engineer/Planner	\$169.00	S5	Survey Technician	\$116.00
E3	Civil Engineer/Planner	\$151.00	F1	1-Person Field Crew	\$153.00
E4	Design Engineer/Planner	\$131.00	F2	2-Person Field Crew	\$204.00
LA1	Senior Landscape Architect	\$191.00	F3	3-Person Field Crew	\$273.00
LA2	Project Landscape Architect	\$169.00	F4	Specialized Equipment	\$ 60.00
LA3	Landscape Architect	\$151.00	DM1	Development Manager	\$196.00
LA4	Landscape Designer	\$131.00	CM1	Construction Manager	\$196.00
D1	AutoCAD Technician I	\$155.00	CM3	Assistant Superintendent	\$ 90.00
D2	AutoCAD Technician II	\$131.00	O1	Administrative Assistant	\$ 90.00
D3	AutoCAD Technician III	\$115.00	O2	Project Coordinator	\$100.00



EXHIBIT A: GENERAL TERMS AND PROVISIONS

All of the following provisions shall apply to each engagement between Core Design, Inc., a Washington corporation ("CORE") and the individual or entity to which it has agreed to provide services contemporaneously with delivery of these terms and conditions ("CLIENT"). By acceptance of any proposal or engagement, CLIENT has accepted these terms and conditions, which, collectively with the written proposal and any other documents referenced therein shall constitute the "Agreement" among the parties. In the absence of any other provision, the current CORE STANDARD FEE SCHEDULE of will apply (copy available upon request).

A. Professional Responsibility; Limited Warranty

CORE shall perform services consistent with skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitation established by CORE or CLIENT in writing as to degree of care, time or expense to be incurred or other limitations of this Agreement. CORE makes no other warranty, either express or implied, as to its findings, recommendations, specifications, or professional advice, including without limitation any warranty of merchantability or of fitness for a particular purpose; all additional warranties are expressly disclaimed by CORE and waived by CLIENT. No agent, employee or officer of CORE has any authority to make any additional warranty. All stakes and/or markers placed by CORE while providing surveying services are to be considered temporary until preparation and delivery of the final survey drawing or until CORE advises CLIENT that the stakes may be relied upon. All stakes and/or markers placed by CORE which have been disturbed or moved are not to be relied upon.

B. Estimated Fee

Any estimated fee is based on the availability of the nearest survey control points of public records and the accuracy of public record data and/or any information provided by CLIENT. If any of the above is found to be missing or incorrect, CORE shall be entitled to an increase in the estimated fee.

C. Monthly Billing

Fees and all other charges will be billed monthly as work progresses and the amount of each billing shall be due and payable ten (10) days after the date of such billing. Any portion of a billing not paid within thirty (30) days of the billing date shall be delinquent and shall bear a delinquency charge of one and one-half percent (1.5%) per month on the unpaid balance, but the delinquency charge or the payment thereof shall not extend the due date. If any billing is not paid in full within thirty (30) days after the billing date, then in addition to any other remedies available to CORE, it may cease performing work upon delivery of written notice of its intention thereof to the client.

D. Premature Termination

If for any reason CLIENT requests termination of the work prior to completion, CORE reserves the right to complete such analyses and records as may be necessary to place its files in order and to protect its professional reputation and to complete a report on work performed to date, and CORE shall be compensated for all services and expenses to complete such work.

E. Limitation of Liability

Any and all liability, claim for damages, cost of defense, or expenses to be levied against CORE by any person or entity, in the aggregate, will be limited to a sum not to exceed Twenty-five Thousand Dollars (\$25,000.00) or the amount of its fee actually collected in the applicable engagement, whichever is less, on account of any injury or damage to persons or property or arising out of any design defect, error, omission, professional negligence, or any other basis. Further, CLIENT agrees to notify any contractor or subcontractor who may perform work in connection with or making use of any design, report, or study prepared by CORE of such limitation of liability and require as a condition precedent to its performing the work, a like limitation of liability on their part as against CORE. If CLIENT fails to obtain a like limitation of liability, any liability of CORE and CLIENT to such contractor or subcontractor arising out of alleged injury or damage to persons or property, design defects, errors, omissions, professional negligence, or any other basis shall be allocated between CLIENT and CORE in such a manner that the aggregate liability of CORE shall not exceed Twenty-five Thousand Dollars (\$25,000.00) or the amount of its collected fee, whichever is less. Further, and without limiting the generality of the foregoing, under no circumstance shall CORE be responsible for any incidental, consequential, indirect, or punitive damages suffered or alleged by CLIENT or any third party, regardless of cause or foreseeability.

Subject to the limitation of liability above, each party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, injury, cost or expense, including attorneys' fees arising out of a) breach of this Agreement or b) willful misconduct or negligence in connection with the performance of this Agreement.

F. Liens

Should CORE file a mechanic's or materialmen's lien ("Lien") against property that is the subject of the Agreement due to non-payment of fees, the Lien amount will include the balance owed, accrued delinquency charges, and the filing fees assessed by the jurisdiction for lien-filing and release of lien. CORE shall have the right to take all action it considers reasonably appropriate to protect and enforce its Lien rights, including without limitation providing all notices to, and otherwise communicating with, all upstream contractors and the owners of any property that is the subject of CORE's work with regard to perfection and enforcement of Liens. CORE expressly reserves all rights under applicable Lien laws.

G. Authority and Liability of Signatory

Any person who signs this Agreement on behalf of CLIENT in any representative capacity (1) also signs in his/her individual capacity, (2) warrants his/her authorization to sign in the representative capacity, and (3) PERSONALLY GUARANTEES all obligations arising under this contract.

H. Designs, Surveys, and Discoveries; Ownership and Reuse

All designs, surveys, ideas, discoveries, inventions or improvements utilized or developed by CORE hereunder shall be deemed property of CORE. CLIENT is given no right in the form of ownership or license to such items. Any documents furnished by CORE are not intended or represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by CORE for the specific purpose intended will be at the re-user's sole risk and without liability or exposure to CORE. Any transfer of electronic data hereunder is solely for CLIENT's convenience, AS IS without warranty as to contents and is not a project deliverable unless specifically agreed in writing to the contrary. CORE disclaims all warranties express or implied regarding any electronic data provided hereunder, including any warranties of merchantability or fitness for particular purpose. To the extent CORE has been provided any drawings, plans, specifications, or other documents as part of its work, CORE shall not be obligated to verify the accuracy or consistency of such materials unless expressly stated in this Agreement.

I. Agreement Conditions

The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses, subject to the limitation of liability set forth above. If CORE is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf or regarding work performed by CORE, CLIENT agrees to pay all costs and expenses incurred by CORE not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses. Any provisions of this Agreement found to be unenforceable shall be reformed to the minimum extent necessary to make them fully enforceable and if such reformation is not reasonably practicable, or if CORE waives the right to reformation, the provisions shall be deemed stricken and all remaining provisions will remain binding on the parties. The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. The Agreement constitutes the entire agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. This Agreement is solely between CORE and CLIENT and there are no third party beneficiaries unless identified in the Agreement. No amendments hereto or waiver of any term hereof will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement shall be subject to the laws of the state of Washington without regard to its principles of conflicts of laws. Subject to restrictions on assignment set forth herein, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

J. Force Majeure

Neither CORE nor CLIENT shall be held responsible for delay or default caused by fire, riot, acts of God, pandemic, epidemic, government action or inaction, insurrection, or war or other cause beyond reasonable control of CORE or the CLIENT, respectively; provided, that under no circumstance shall the foregoing excuse any delay in the payment of money. Both CORE and CLIENT shall, however, make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.

K. Assignment and Subcontractors

Neither party may assign or delegate its rights and obligations hereunder without the prior written approval of the other. CORE's entitlement to payment shall not be conditioned on CLIENT'S receipt of payment from any owner, upstream contractor, lender, or other third party. However, the parties acknowledge and agree that CORE may periodically employ subcontractors to directly assist with its scope of work (which shall not be subject to any Owner approval unless expressly required by a specific provision of this Agreement); and that in some instances CLIENT may request that CORE include the work of and billings by subcontractors whose services are outside CORE's scope in CORE's contract documents as an administrative convenience to CLIENT. Unless the parties agree otherwise in writing with respect to a specific project, (a) if the work of such subcontractors is both in direct furtherance of CORE's work and is within the professional expertise of CORE, then CORE shall be responsible for the supervision and proper completion of such work; and (b) in all other instances, CORE shall not be responsible for the oversight or correct completion of the subcontractors' work, and CLIENT shall be subject to all terms, conditions, and limitations of the governing subcontract, including without limitation any applicable limitations of liability and disclaimers of warranties. Examples of the former include subcontracted field survey crews and CAD operators. Examples of the latter include environmental consultants, geotechnical engineers, and other credentialed professionals. Owner acknowledges that CORE would not be willing to include the work of unrelated contractors in its contract documents without the foregoing assurances.

EXHIBIT E - SUB-CONSULTANT PROPOSALS

The Ostara Group
104 W Roy Street
Seattle, WA 98119
206.466.1495
www.ostaragroup.com

Paul Ross Curtis, Principal
ARC Architects | Architecture Resource Collaborative
119 S Main St #200,
Seattle, WA 98104-2579

Sent via email

1/3/2024

The logo for The Ostara Group, featuring the word "ostara" in a lowercase, green, sans-serif font. A small green leaf icon is positioned above the letter 'a'.

Dear Paul,

Thank you for approaching the Ostara group to partner again with ARC Architects.

We are honored to be invited to join your team and excited to help Northshore Parks and Recreation Service Area (NPRSA) realize its vision to build a new Community Center to meet the expanding needs of the youth in their community.

The following proposal includes a scope of work to collaborate with your team to accomplish *Task 8* from the *Process Approach* document– identify and assess the capital and future operational costs of the project and develop funding strategies and revenue stream recommendations that will provide the opportunity for a financially sustainable operation.

Please note, in order to fully develop our fundraising recommendations, we will need a fundraising Case For Support (Case) – in the form of a strategic summary narrative that outlines the cumulative impact of the facility’s programs on the NPRSA community. Funders support causes and impact that meet community needs which will in turn inform our fundraising recommendations. We have not included Case work in this proposal. However, we can add it to the scope of work should the project team require our expertise in this area. In review of the *Process Approach* document you shared, it appears the Case will be informed primarily through tasks 1, 2, 3, and 7.

We view the proposal as a step in a conversation to ensure we are addressing the most critical needs for the project. With this in mind, please do not hesitate to reach out with any questions or needed clarification.

Sincerely,

Scott Sadler, CFRE
Partner/Senior Strategist
The Ostara Group
scott@ostaragroup.com
425.297.3184



Case Development & Grant Services King County – Skyway/West Hill Community Center

Your Situation

The Northshore Parks and Recreation Service Area (NPRSA) has approached ARC Architects and requested they assemble a team to perform a needs assessment and feasibility study for a youth community center to be located in Northern King County. The center would provide a safe, welcoming place for youth to learn valuable life skills through athletics, academic opportunities, and arts.

As a member of this project team, Ostara would collaborate in identifying and assessing the capital and future operational costs of the project and develop funding strategies and revenue stream recommendations that will provide the opportunity for a financially sustainable operation.

Our Solution

Through a series of intentional discovery, inquiry, and analytical activities in collaboration with the rest of the project team, Ostara will develop a customized institutional fundraising pipeline and strategy to support both capital and ongoing operational needs. In addition, based on best practices, our experience in the field, and specific project goals and objectives, Ostara will provide overarching development strategies as well as an operational funding model that incorporates individual as well as institutional giving over time.

Project Activities

Grant Research & Strategy

- Ostara will conduct institutional funding research to yield a list of qualified prospects, including details for each prospect on typical funding ranges, areas of interest, and recommendations for cultivating relationships. The prospect list will include a project management tool to project funding over time, outline monthly tasks, and provide overall funding strategies.
- A key focus of this work will be encouraging prioritization of institutional funding opportunities based on a wide range of criteria, including but not limited to the funder's interests, NPRSA's strategic goals and priorities, related project deadlines, and the intensity of application forms relative to the potential revenue to be secured. Our goal for each organization is not always to apply to more grants, but to encourage clients to submit compelling and successful grant applications that build upon strong relationships with funders.

Funding Strategy & Modeling

Drawing upon our expertise and experience in the field, our assessment of the strategic Case For Support, as well as the aforementioned institutional funding research, the Ostara team will develop recommended fundraising strategies and a supporting funding model to include in the final deliverables.

Timeline

Work will commence and conclude in 2024. Additional specifics related to the timeline and deliverables will follow pending the outcome of additional scoping meetings with the ARC team that detail the timeline for each project task.

Cost

The estimated cost of this project is **\$10,000** which we anticipate using as mapped out in the chart below. The breakdown by specific service is estimated. While total project costs will not exceed the total cost listed here, Ostara consultants may redistribute their hours across services however needed over the course of the project to meet goals.

Consultant	Hours	Hourly Rate	Sub-Total
Scott Sadler, CFRE Partner/Senior Strategist (Project Lead) <i>Project & Development Strategy</i>	8	\$200	\$1,600
Adam Runions, Partner/Senior Consultant <i>Development Strategy and Funding Modeling</i>	18	\$175	\$3,150
Claire Magula, Grant Services Consultant <i>Grant Research & Strategy</i>	35	\$150	\$5,250
Travel time outside King County (to be billed at 50% of consultant rate)	0	50%	\$0
Total Project Costs:			\$10,000

Please note the following terms and conditions related to Ostara’s pricing structure:

Projections. Projected fees and costs are Ostara’s estimates based on the staffing assigned and objectives undertaken and are determined after careful discussion about the parameters of work to be performed under this Contract.

Billable Hour Utilization. Ostara is diligent in our scoping and proposal process. To that end, our clients should expect that Ostara will use 90% of the projected hours (at minimum) in the agreed upon timeframe for work.

Expenses. Expenses will be invoiced monthly and will include project-related meals, parking, printing, postage, tolls, and mileage for any travel outside of King County at 65.5 cents per mile, per IRS 2023 regulations. Travel time outside of King County not accounted for in this scope of work will be billed to client at 50% of the traveling consultant's rate.

Billing for Additional Hours Worked. If additional hours in excess of estimated and/or contracted hours are worked, and the hours worked are expressly authorized by the client in writing, Ostara reserves the right to bill for those hours worked by Ostara consultants as if they were negotiated at the outset of the Contract and the client agrees to pay for any such additional hours worked by Ostara per the terms of this Contract.

Incremental-hour Billing Practice. The Ostara Group bills each consultant at an hourly rate and bills in increments of 15 minutes.

Our Process

Custom-Built Change

Our process is to listen carefully to your needs and custom design a project to help you achieve your goals. We do not believe one-size-fits-all; we will apply best practices to your unique circumstances in a way that fits your culture, mission, and experiences. We will center your work and the voice of the community you serve.

We work with nonprofits of all sizes and are committed to your ultimate success. Ostara has a variety of consultants with different specialties and rates. We match you with the consultant who is right for your project. We check in with you regularly, solicit feedback to inform project deliverables, and change course as needed to best serve your organization's needs.

With You, Not For You

When working with Ostara consultants, you can expect collaborative, empathetic partners. We meet you where you are right now, creating tailored solutions that match what we hear from you. You will gain new perspective, skills, and tools as a result of partnering with Ostara. We have worked with hundreds of nonprofit leaders, we have

been where you are, and we know what it is like to wear many hats, to face many conflicting pressures, and to want the greatest outcomes for your community. We are here to help you do what you do best.

Communication, Travel, and Technology

Ostara values face to face interaction as much as possible. We are also committed to environmental sustainability and to keeping costs within your budget. For this reason, we will utilize phone, email, and video conferencing for some of our interactions. You can expect regular face to face meetings, prompt email responses during business hours, and regular check-ins via phone, video, or in-person with us throughout the project. Let's have a conversation about what works best for you.

Who We Are

Proposed Team

Ostara's consultants have decades of knowledge on the front lines of nonprofit leadership and fundraising with some of the region's most effective and well-known nonprofit organizations. We have worked with more than 400 nonprofit organizations since we were founded in 2009. To view a representative list of our clients, please go to www.ostaragroup.com. Our expertise is rooted in the breadth of our experience as well as the collaborative nature of our work. We will bring the best nonprofit practices to your organization.

Scott Sadler, CFRE, Partner/Senior Strategist (Project Lead)

Scott has 33 years facilitating mission impact and professional growth by working with hundreds of staff, volunteers, and donors to successfully develop and execute sustainable solutions that meet organizational objectives and address community needs. Expertise in operations, strategic planning, fundraising, and board, staff, and volunteer development have led to the identification and development of new and expanded programs and facilities; start up, recruitment, and leadership of multiple boards and dozens of committees; and new collaborations, investments, and partnerships; positioning thousands of cause driven volunteers and donors to impact their community. Scott graduated from Whitworth University with a BA in Recreation. He holds the Fundraising Executive (CFRE) certification and is past recipient of the North American YMCA's highest fundraising honor, The Eagle Award.

Adam Runions, Partner/Senior Consultant

Since 2001, Adam has been developing sound nonprofit operations and fundraising infrastructure, solving organizational challenges, and leading teams to campaign success. His comprehensive knowledge of nonprofit management spans philanthropy, finance, board development, people initiatives, strategic planning, and systems architecture. Through several development program assessments and interim leadership roles, Adam has helped teams gain a data-based understanding of their strengths and opportunities and create actionable plans while building core capacity. He has managed through major capital and comprehensive campaigns, CRM system transitions, economic downturns, challenging audits, and leadership turnover, empowering teams with the tools and best practices to assure future success.

With clients, Adam lends technical expertise and practical approaches to building financial models, tracking and dashboarding key performance metrics, and raising larger, more flexible gifts to support the mission. Born and raised in the Pacific Northwest, he earned his degree from the University of Washington Foster School of Business and invests his time and energy into his family of five, enjoying the outdoors, and strengthening the community's schools, cultural and human services organizations.

Claire Magula, Grant Services Consultant

Claire has nearly seven years of experience with grant writing and communications. Most recently, Claire worked at Bellwether Housing, where she secured over \$3M in private grants, \$15M in public funding, and two parcels of land valued at \$20M for affordable housing development.

Racial Equity Statement

We acknowledge the power dynamic that exists in the nonprofit sector between the organizations that require funding to deliver their missions and the predominantly white institutions and individuals who hold wealth and power. We acknowledge there is also a power dynamic between consultants and the people we consult with.

We work to support clients in navigating these dynamics, while placing their voices and perspectives at the center of our work.

As a company, we are working towards internal clarity about institutional racism. We are committed to addressing institutional racism within The Ostara Group and to advancing equity in the nonprofit sector in collaboration with our clients.

Our Mission, Vision, and Values

Our mission is to build fundraising skills, organizational capacity, and effective leadership in the nonprofit sector. Our vision is a nonprofit sector filled with thriving

organizations equipped to build a better world. We are a values-driven firm and conduct our work with these values in mind:

- **Community:** Empathy and compassion are fundamental to our work. We care about you and the people you serve.
- **Quality:** Client service is paramount to everything we do. We strive to make a lasting and positive impact
- **Integrity:** We value transparency and authenticity. We tell the truth, with sincerity and respect.
- **Leadership:** We advocate for leadership that serves the greater good. The principles of social justice and equity guide our work.
- **Possibility:** We foster an entrepreneurial spirit and act creatively to overcome challenges. We see obstacles as opportunities to improve systems and achieve goals.

Next Steps

We would like to prioritize working with you and your team. We are able to hold time in our schedules to begin this project as proposed here for a two-week period, beginning from the date at the top of this document. After that point, we may need to reassess our consultants' availability or start date.

We are happy to have additional conversations with you about this proposal to arrive at a plan that feels right for everyone involved. When you are ready to move forward, please let us know and we will send over an electronic contract via DocuSign to an authorized signer at your organization. The DocuSign contract officially holds your spot in our schedules.

To read more about us or The Ostara Group, please visit www.ostaragroup.com.

We look forward to hearing from you and hope to have a chance to work together with you to further your mission!