

January 26, 2022

City of White Salmon
Attn: Jan Brending, Clerk Treasurer
Submitted via email to janb@ci.white-salmon.wa.us



RE: White Salmon Community Center (WSSC) Proposal - Feasibility Study

Dear Jan:

ARC Architects is pleased to submit its proposal for the City of *White Salmon Community Center Feasibility Study*, which includes architectural, engineering, and financial services to study the feasibility of a new Community Center at parcel #03111962070300. The new Center's site could potentially include any or all of the following: community center, youth center, meeting hall, performance venue, and multi-family housing. For more than 40 years ARC has provided quality services to public and non-profit clients across the state. In addition to ARC, our team for this proposal includes the following consultants:

- Civil Engineering - MIG/SvR (Seattle, WA)
- Landscape Architecture - MIG/SvR (Seattle, WA)
- Financial Options - D.A. Davidson & Co (Seattle, WA)
- Housing Development Advisor - Beacon Development (Seattle, WA)
- Operations Analysis - Ballard*King and Associates (Highlands Ranch, CO)
- Cost Estimating - DCW Cost Management (Seattle, WA)

The Design Team's total proposed fee for the feasibility study is **\$74,646** including reimbursable expenses.

Project Understanding

This proposal is based on the information provided in the RFP titled *City of White Salmon Request for Qualifications/ Proposals White Salmon Community Center Feasibility Study and dated November, 2021*, and from an introductory phone call with *Jan Brending, Marla Keethler, and Brendan Conboy*.

The focus of the study is to study the proposed site and determine what combination of program elements, community center, youth center, meeting hall, performance venue, and multi-family housing will best fit and serve the community of White Salmon. These elements will be studied from a cost, site impact, operations, and systems standpoint. The City's overall budget for renovations and additions is unknown at this time and it will be part of the efforts of the study to prioritize opportunities that can be implemented as funding is better understood as well as what funding strategies are available. ARC will structure our public outreach in 3-tiers; staff, steering committee (including stakeholders and user groups), and the public. Sustainability is known to be a key component for the City and opportunities will be considered through this lens.

ARC will coordinate with the City for access to the site to verify existing conditions on an as-needed basis.

The duration of services is assumed to be 9 months for the feasibility study beginning in February of 2022 and ending in October of 2022.

The City shall retain any consultants and contractors required but not listed in this fee proposal including , but not limited to, geotechnical engineers, LEED consultants, special inspectors, and surveyors. Modifications to the project scope of work, schedule or assumptions may result in additional fees.

Attachments

The attached ARC Architects Standard Terms & Conditions (Exhibit A) and any other attachments referenced in this proposal are incorporated and made a part of our agreement, and by your authorization to proceed (in writing or orally), you are agreeing to those Standard Terms and Conditions. In the event that we decide to prepare more detailed contract documents for this project such as the AIA standard form contracts, and you decide that we need to start work before completion of these more detailed contract documents, then this proposal and the attached Standard Terms and Conditions will apply to and control the work performed until the more detailed contract documents are negotiated and executed.

Also included are the standard billing rate schedule (Exhibit B).

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. Should you have any questions please contact me at 503-407-5552.

Sincerely,

Approval



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

Marla Keethler, Mayor
City of White Salmon

Attachments:

- Exhibit A – Standard Terms and Conditions
- Exhibit B – Standard Billing Rate Schedule 2022
- Exhibit C – Fee Summary
- Exhibit D – Scope Summary
- Exhibit E – Consultant Proposals

EXHIBIT A

ARC Architects

Standard Terms and Conditions

Contract Form

The contract form(s) to be used for this project is provided by the City of White Salmon.

Standard of Care

Services provided by ARC Architects shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice and by mutual agreement between the parties, ARC Architects will correct those services not meeting such a standard of care without additional compensation.

Invoicing & Payments

ARC Architects generally invoices on a monthly basis but reserves the right to invoice at any time for services delivered and expenses incurred. Invoices are due and payable on a net 30 day basis from the date of invoice. Amounts unpaid thirty (30) days after the invoice date are subject to a monthly service charge of 1.5% on the then unpaid balance. Interest on unpaid amounts will accrue from the invoice due date. The Client shall pay all costs of collection, including reasonable attorney's fees. Payments to the Sub-Consultants shall be made promptly after ARC Architects is paid by the Owner under the Prime Agreement. ARC Architects shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred within thirty (30) days of receipt of payment from Owner.

Ownership Of Documents

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ARC Architects are the property of ARC Architects; ARC Architects retains the copyright to these materials and they shall not be used by the Client without the written consent of ARC Architects.

Dispute Resolution

All disputes covered by this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Termination

Either the Client or ARC Architects may terminate this Agreement at any time with or without cause upon giving the other party seven (7) consecutive calendar days prior written notice. The Client shall within twenty (20) consecutive calendar days of termination pay ARC Architects for all services rendered and all costs incurred up to the date of the termination notice.

Attorney's Fees

In the event of any litigation arising from or related to the services provided, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

Indemnification

ARC Architects agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any

EXHIBIT A

damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by its negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom ARC Architects is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold ARC Architects harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of their contractors, sub-contractors or consultants or anyone for whom the Client is legally liable, and arising from the services that are the subject of this Agreement. Neither party is obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Survival

These Terms and Conditions are intended to be separate and severable. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

Consequential Damages

Neither party to this Agreement shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or ARC Architects, their employees, agents or sub-consultants. Consequential damages include, but are not limited to economic loss, loss of use and loss of profit.

Limitation Of Liability

The Client agrees that its maximum aggregate recovery for any and all claims against ARC Architects, including without limitation, claims for professional negligence or breach of contract shall be limited to the amount of professional fees paid for services under this agreement to the date of the claim. Client and ARC Architects may agree to increase this limitation of liability, but only if agreed to in writing and supported by additional consideration paid to ARC Architects. The parties agree that this clause was mutually negotiated and represents a material part of this agreement.

Applicable Laws

Unless otherwise specified, all services provided, in accordance with this Agreement shall be governed by the laws of the state of Washington. It is further agreed that any suit, claim or legal proceeding of any kind between the Client and ARC Architects shall be brought in a court of competent jurisdiction in Seattle, Washington.

Billing Rate Schedule

The estimated costs for this project are based on ARC Architects's current rates. These rates, however, are subject to annual adjustment. As such, ARC Architects reserves the right to increase its rates for its services if this Agreement extends beyond 12 months or if changes in the project schedule by the Client, or its consultants or contractors, result in an extended duration into the following calendar year. ARC Architects will provide written notice to the Client in advance of any rate increases.

The billing rates attached hereto as Exhibit B are the current rates for all services provided by ARC Architects.

Consultants

Services of Consultants, when carried as a sub consultant to ARC Architects, will be billed at a multiple of one point one (1.10) times the amount billed to ARC Architects for such services.

EXHIBIT A

Reimbursable Items

Reimbursable expenses are in addition to compensation for ARC Architects's services, compensation shall be computed as a multiple of one point zero (1.0) times the expenses incurred.

EXHIBIT B

ARC Architects

Hourly Billing Rates Schedule 2022

All rates are reviewed annually each January

| CLASSIFICATION | \$/HOUR |
|------------------------------------|----------------|
| Consulting Principal | \$190 |
| Managing Principal/Project Manager | \$175 |
| Architect PM | \$140 |
| Architect Designer | \$120 |
| Staff Designer | \$110 |
| Recent Graduate w/ Experience | \$105 |
| Intern | \$90 |
| Administration | \$100 |

EXHIBIT C**White Salmon Community Center (WSCC) - Feasibility Study**

ARC Architects and Consultants

01.26.2022

| FEE SUMMARY | fee | | remarks |
|---|----------|-----|----------------------------|
| ARC Fee | | | |
| Feasibility Study | \$33,000 | 1 | \$33,000 See Scope Summary |
| Subtotal - ARC Fee | | | \$33,000 |
| Fees for Other Consultants | | | |
| Civil Engineer & Landscape Architect: MIG/SvR | \$20,000 | 1.1 | \$22,000 |
| Operational Analysis: Ballard*King | \$8,900 | 1.1 | \$9,790 |
| Financing: D.A. Davidson | \$2,500 | 1.1 | \$2,750 |
| Beacon Development | \$2,500 | 1.1 | \$2,750 |
| Estimator: DCW Cost Management | \$3,960 | 1.1 | \$4,356 |
| Subtotal - Consultant Fees | | | \$41,646 |
| Additional Services | | | |
| Renderings | | | \$0 Included; assumed 2 |
| Subtotal - Additional Services | | | \$0 |
| Estimated Expenses | | | |
| architect - ARC | | | \$0 Included |
| Subtotal | | | \$0 |
| Total - Proposed Contract Amount | | | \$74,646 |

EXHIBIT D

ARC Architects

Scope Summary

Task 1 - Project Management

Our first coordination step is to develop a detailed project schedule including decision milestones and funding deadlines. We will work with the City and Steering Committee to understand project priorities, potential partners, and public outreach expectations.

Task 2 - Immersion

Our team will begin with immersion into the project and review of existing documentation, including previous studies and site information. ARC will facilitate a kick-off meeting with the City and Steering Committee to learn more about the site, set project expectations, and discuss project budgets and goals. At the same time, D.A. Davidson will assess the City's debt capacity and discuss big picture funding scenarios.

Task 3 - Site Analysis

Site analysis provides the basis for development of concept and space planning. We will review zoning code requirements including setbacks, lot coverage, building height, utilities, and parking needs/agreements, including those required by the School District.

- Coordinate with staff

Task 4 - Programming

With the Steering Committee and potential partners, we will discuss space / program ideas and synergies. We will also host a public meeting and request input on ideas, both at the meeting and through social media. We will follow up with potential partners and develop a draft program for the new facility.

- Generate program options with staff, stakeholders, and user groups
- Refine/confirm program options with staff and project leadership

Task 5 - Concept Options

The project team will develop 3 conceptual options for consideration. Design options will consider many variables including access, views, adjacency, parking and drop off. ARC's extensive experience allows us to make quality space planning decisions quickly. We will present options to the public for additional input, and then present to Council for their design direction input.

- Generate 3 site, massing layout options with staff, stakeholders, and user groups
- Refine/confirm site, massing layout options with staff and project leadership. Winnow to two
- Present findings to date to the public

Task 6 – Preferred Option & Cost Estimate

The team will refine the preferred option and DCW will develop a detailed cost estimate to be reviewed by the team and owner group in order to finalize the budget, including construction costs and soft costs for a full project budget. D.A. Davidson will guide the City in determining the best scenario for funding.

- Determine and refine preferred site, massing layout option with staff, stakeholders, and user groups
- Generate opinion of cost

Task 7 - Final Rendering

With agreement on the proposed scope, size, and cost of the facility, ARC will create exterior renderings showing potential design character and relationships. This will be presented to the public as well.

Task 8 - Final Report & Presentation

Together, we will develop a draft report for the Steering Committee's review. The report will provide a clear executive summary and time line of recommended next steps. A final report will include program, renderings, and financing recommendations.

- Generate final report

January 26, 2022

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

White Salmon Community Center Feasibility Study –
Civil and Landscape Architecture Scope and Fee

Project Description

The City of White Salmon, WA is planning to develop a multi-functional community center facility on a 32,234 square foot piece of city-owned property. The study includes to explore adding affordable housing to the site and project.

Project Location / Context

The project site is located on at N. Main Street, between NE Hood St and NE Scenic St, and bordered on the east side by NE Church St. The site is directly across the street from Whitson Elementary School and near Rheingarten Park. A small portion of the southwest corner of the site is currently owned by the United Methodist Church (located south of the site) but may become available to the city.

Nature of Work

The city has asked the ARC team to:

- Support the City’s outreach efforts to city staff, user groups/stakeholders and the public. Outreach will be primarily 3 on-line public meetings, multiple staff/stakeholder virtual meetings. Perhaps some in person meetings.
- Prepare existing conditions narrative memo.
- Develop project program (to present to public) and narrative.
- Develop 2-3 site alternative concepts for layout of programming elements; community facility, housing, parking, open space (to present to public)
- Final preferred design concept (to present to public and for final report)
- Preferred design concept narratives (per discipline)
- Estimate of probable costs for final preferred concept.

Other pertinent information

A portion of the west half of the site is currently leased to the White Salmon Valley School District (WSVSD). An empty building in the northeast corner of the site will be demolished. One of the major user groups and stakeholders will be the Washington Gorge Action Program Youth Center (WGAPYC). New sidewalks have been installed on the west and north side of the project site. It is assumed that the project will complete the sidewalk network on the east and south side.

Owner Project Schedule

| | |
|------------------|-----------------------------|
| Project Duration | March 2022 to November 2022 |
|------------------|-----------------------------|

Scope of Services

The development of the White Salmon Community Center feasibility site plan will be a collaborative effort between architect, civil and landscape architect. Architect shall provide alternative layouts of the buildings and building setbacks on site, parking space requirements (with school district spaces if applicable) and owner open space requirements. MIG shall work collaboratively with architect layout of parking spaces, access drives, building entry plazas, sidewalks, play areas and landscape areas. Architect shall prepare CAD site plan, site context and proposed site plan design narratives. MIG shall prepare civil and landscape existing assessment and proposed design narratives for final report.

Task 1A: Civil and Landscape Architecture

\$20,000

Subtasks will include:

- Coordinate with City and Design Team
- Attend (1) virtual kick-off meeting. (2 staff)
- Attend (1) virtual stakeholder meetings (WSV School District, WGAPYC) (2 staff)
- Attend (2) virtual city staff meetings (2 staff)
- Attend (2) virtual public outreach meetings (program, alternatives presentation) (2 staff)
- Research and review of - surveys, materials, reports, codes including phone calls to city engineer.
- Prepare Civil Assessment Narrative summarizing research and assumptions for sewer, water, storm, parking and codes.
- Prepare Landscape Assessment Narrative summarizing research, assumptions for existing site conditions, pedestrian and bicycle connections, codes, adjacent open space and recreation opportunities as well as landscape and open space programming.
- Develop 2 site plan layout sketches based upon architect led/owner reviewed programming bubble diagrams.
- Collaborate with Architect on development of site plan. Cad site plan by architect
- Develop and prepare for feasibility report Landscape Proposed Design Narrative (site access, open space program uses, paving materials, fencing, planting, irrigation.
- Develop and prepare for feasibility report Civil Proposed Design Narrative (utility/storm drainage) concept diagrams and narrative.
- Review Estimate of Probable Costs by others.

Deliverables:

- Civil Assessment Narrative (and mapping if applicable) for Feasibility Report
- Civil Proposed Design Narrative and Diagrams for Feasibility Report
- Landscape Assessment Narrative (and mapping if applicable) for Feasibility Report
- Landscape Proposed Design Narrative for Feasibility Report

- Redline of Estimate of Probable Costs

Assumptions


- Site survey from previous sidewalk work will be available for use as base file.

Fee

Task based lump sum. For the services described above, *ARC Architects* shall pay MIG the fees per Task set forth under each Task above, plus expenses.

Please review the attached scope. In the event ARC Architects authorizes MIG to commence services prior to ARC Architects execution of this Agreement, ARC Architects authorization to commence services shall constitute an acceptance of the terms and conditions of this Agreement. We look forward to working with you.

Sincerely,



Principal
MIG

ACCEPTED:

Name: _____

Print Name: _____

Title: _____



Project Proposal

City of White Salmon Community Center Feasibility Study

Scope of Work

Support Public Engagement:

- * Participate in the following (all virtual)
 - Owner/Staff Meetings (2)
 - Public/Stakeholder Meeting (1)

Operations Analysis: (1 option only)

- * Operating structure and parameters
 - Philosophy of operation
 - Priorities of use
- * Review fee structure
 - Admissions
 - 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
 - Develop a line item accounting
 - Admissions – daily/annual/multiple admissions
 - Programs and services
 - Rentals
 - Other revenue sources
- * Revenue/expenditure comparisons
 - Cost recovery level



BALLARD * KING
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants

Fee Proposal

Project Tasks

| | |
|------------------------------|----------|
| 1. Support Public Engagement | \$ 900 |
| 2. Operation Analysis | \$ 8,000 |
| Total | \$8,900 |

Reimbursable Expenses

It is not anticipated that there will be any site visit as part of this work.

Total Project Cost **\$8,900**

EXHIBIT E

January 12, 2022

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

RE: White Salmon Valley Pool

FP-WA-2022-0012

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 be 'TD', with a long horizontal flourish extending to the right.

Trish Drew, CPE, LEED AP
Managing Director

EXHIBIT E

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for the White Salmon Valley Pool located in White Salmon, WA. The cost study scope of work includes costing the Programming documents.

The intended design package consists of a new public swimming pool facility on an unused school parcel located between the School District bus barns to the north and the Early Learning Center/Loop Road to the south. The project will contain a new eight lane recreation pool with separate children's splash pool. A warmer/therapy pool, equipment room, community room, changing rooms, and office space are included. Onsite parking, drainage, lighting, landscaping, and street frontage improvements are part of the scope as well.

Detailed Scope of Work:

Task 1 Programming

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

EXHIBIT E

SCHEDULE 2 Fee Schedule

Fee Breakdown

| | HRS | RATE | SUM |
|------------------|-----------|-------|-------------------|
| Task 1 | 24 | \$165 | \$3,960.00 |
| SUM Total | 24 | | \$3,960.00 |

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$3,960**.

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)

EXHIBIT E

SCHEDULE 3

DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule

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

| | <u>Bill Rate</u> |
|----------------------|---------------------|
| Directors | \$175.00 |
| Specialists | \$165.00- \$175.00 |
| Cost Estimators* | \$150.00 - \$165.00 |
| Clerical | \$ 95.00 |
| 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: 1/12/2022

DATE:

By: Trish Drew

By: Paul Ross Curtis

Its: Managing Director

Its: Principal