



May 22, 2025

S08.P25.001

Winston-Dillard School District
620 Elwood Street
Winston, OR 97496

Attention: Kevin Wilson

Subject: Winston-Dillard School District – ASHRAE Level 2

Dear Kevin:

R&W Engineering, Inc. is pleased to provide you with the following proposal for professional engineering services. We have included our scope of work and fee proposal for your use. As always, we look forward to working with you on this project.

Project Understanding:

Project Location: Douglas, OR

Project Description: Provide ASHRAE Level 2 Energy Assessments for use by The Department of Energy for the Renew America's Schools Grant Program. This assessment will be performed concurrently with Energy Trust of Oregon's Schools TAS/SB1149 energy studies. No data logging shall be provided. The assessment will quantify electric and fuel/gas costs and savings for the cost effective energy efficiency measures identified while onsite.

Client Contact: 2 emails from Colin Podelnik to Mark Jones on 1/9/2024 with a total of 20 attachments: 100E – Jefferson Co SD – Warm Springs K8 – HVAC – Signed.pdf, 100E – Roseburg SD – Eastwood ES – HVAC – signed.pdf, 100E – Roseburg SD – JoLane MS – HVAC – signed.pdf, 100E – South Umpqua SD – Canyonville ES – HVAC – Signed.pdf, 100E – Three Rivers SD – Evergreen ES – Signed.pdf, 100E – Three Rivers SD – Fort Vannoy ES – Signed.pdf, 100E – Three Rivers SD – Illinois Valley HS – Signed.pdf, 100E – Winston Dillard SD – Douglas Alternative HS – HVAC – Signed.pdf, RAS Contact Sheet.xlsx, WKS8 – Power & Gas Bills.pdf, Pacific Power Eastwood & JoLane.pdf, Roseburg SD – Avista – October 2024.pdf, Three Rivers SD – EV Oil (1).pdf, Three Rivers SD – EV Pacific Power (1).pdf, Three Rivers SD – FV Oil (1).pdf, Three Rivers SD – FV Pacific Power (1).pdf, Three Rivers SD – IV Oil (1).pdf, Three Rivers SD – IV Pacific Power (1).pdf, Electric Oct 2024 DAHS.pdf, and Gas Oct 2024 DAHS.pdf.

Scope of Work:

1. Energy
 - 1.1. Visit site to interview owner on building's operations and gather information required for ASHRAE Level 2 Assessment.
 - 1.2. Quantify electric and gas savings and costs associated with the cost effective measures identified during the assessments.
 - 1.3. Provide simplified cost-benefit analysis for each of the identified measures.
 - 1.4. Provide an ASHRAE Level 2 Energy Assessment Report to Energy Trust of Oregon and The Department of Energy.

Fee Proposals:

R&W Engineering, Inc. proposes to provide the services listed above on a lump sum basis. The fees shall be as listed in the summary below. Reimbursables are included in the fee below.

Site	Floor Area	Year Built	Assessment Fee
Douglas Alternative HS	8,068	1897	\$ 11,050.00

Project Billing Setup:

Upon signed contract, please indicate your preferred invoicing method, if no method is selected, invoicing will default to email only:

- ☐ Email Invoice sent to: Winstonk@wdsd.org
- ☐ Hardcopy Mailed Invoice sent to: [620 Elwood Street, Winston, OR 97496](#)
- ☐ Both Email and Hardcopy Invoice to above confirmed contacts

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

Marcus J. Mittasch
R&W Engineering, Inc.

Date

Winston-Dillard SD

Date



R&W accepts credit cards for payment of services. Our system will accept American Express, Visa, Master Card, and Discover.

2025 HOURLY BILLING RATES

PRINCIPAL_____	\$230.00/hr
PROJECT MANAGER _____	\$205.00/hr
SENIOR ENGINEER II _____	\$190.00/hr
SENIOR ENGINEER I _____	\$155.00/hr
ENGINEER _____	\$140.00/hr
SENIOR TECHNICIAN II _____	\$150.00/hr
SENIOR TECHNICIAN I _____	\$125.00/hr
TECHNICIAN/DESIGNER _____	\$110.00/hr
PROJECT SUPPORT _____	\$90.00/hr
CAD II _____	\$105.00/hr
CAD I _____	\$90.00/hr
CLERICAL _____	\$62.50/hr
MILEAGE _____	IRS ALLOWABLE EXPENSES PLUS 10%
OTHER EXPENSES _____	COST PLUS 10%

Expires: December 31, 2025



STANDARD TERMS AND CONDITIONS

January 5, 2021

The following terms and conditions are intended for incorporation by reference into quotations and agreements, orders, or authorizations for professional services ("Agreement") entered into between R&W Engineering, Inc. (R&W) and the Client.

1. R&W professional services consist of and are limited to those services performed enumerated in the Agreement. R&W's services shall be performed consistent with and limited to the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). R&W shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Such Standard of Care is not a warranty or guarantee, and R&W shall have no such obligation.
2. Additional services, over and above those stated in the Agreement, may be provided if authorized or confirmed by the Client and will be paid for by the Client as provided below unless otherwise specifically provided in the Agreement. Such services will be charged at R&W's standard rates in effect when performed. Costs will be reimbursed according to R&W's standard reimbursement rates in effect when incurred, and if no rate is in effect, at R&W's cost plus the standard markup on such costs. R&W will provide the Client with a statement of its current standard rates upon request.
3. The Client will provide full information as to the Client's requirements for the project as may be requested by R&W from time to time. R&W will notify Client of errors and/or discrepancies in such information to the extent they are actually identified, but otherwise shall be entitled to rely on the adequacy and accuracy of information provided by the Client. The Client will examine and respond promptly to R&W's submittals and inquiries and will provide prompt written notice to R&W whenever the Client observes or otherwise learns of any defect in the services performed by R&W or in the work performed appurtenant to such services.
4. All documents, including drawings and specifications, provided by R&W are instruments of service with respect to the particular project for which they are provided, and R&W shall retain its ownership and property interest in such documents whether or not the project is completed. The Client may make, distribute, and retain such copies as are reasonably necessary for information and reference in connection with the construction, use, and occupancy of the particular project for which the documents are provided. Such documents are not intended or represented to be suitable for re-use by the Client or by others for any other purpose. Any additional use or re-use, without the written consent of R&W, shall be at the Client's sole risk and without liability or legal exposure to R&W or its subconsultants and the Client shall indemnify and hold harmless R&W and its subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such use.
5. To the maximum extent permitted by law, the Client agrees to limit the total aggregate liability of R&W and its subconsultants for the Client's damages arising out of services performed with respect to any project to the sum of \$10,000 or to R&W's total fee for services rendered on such project, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted.

6. Unless specifically stated otherwise in the Agreement, the following payment provisions shall apply. The initial deposit, if any, shall be retained and credited to the final payment due under the Agreement. R&W will invoice the Client as services are performed. Invoices are payable upon receipt and the Client shall not backcharge or withhold payment from R&W for any reason without R&W's specific written consent. Client has no right to withhold payment of any amounts due and owing as a set-off of any alleged claims against R&W. In the event R&W has to engage a collector or attorney, pursue collections, or file a lien to secure payment, Client will be responsible for all costs and fees associated with such activities regardless of whether suit or action is instituted. Invoices unpaid after thirty (30) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. Failure to pay R&W's invoices within sixty (60) days of the due date will be considered a material breach, and R&W may terminate its services upon notice in writing to Client. R&W shall have no responsibility to provide deliverables or respond to requests for information from Client or any governing authority until amount owed is paid in full. R&W will not be responsible for any claims or damages which may arise as a result of Engineer exercising any of its rights in this paragraph.
7. R&W and the Client agree that any dispute arising under or related to the Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises and, in any event, prior to commencement of arbitration or litigation. Such mediation shall occur at a place mutually convenient to the parties and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.
8. R&W will have the option to enforce payment of delinquent accounts by suit or action in a court of law or by arbitration. All other complaints, disputes and/or controversies that may arise out of or in connection with the agreement, order, or authorization, or services performed pursuant to such agreement, order, or authorization, including claims which might be pleaded or urged in a counterclaim or setoff in any action to enforce payment, shall be finally resolved by arbitration under the laws of the State of Oregon and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties.
9. The Agreement shall be governed by the laws of the State of Oregon. R&W and the Client consent to the exclusive jurisdiction and venue of the State and Federal courts of Oregon.
10. Neither R&W nor the Client shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent R&W from employing such independent professional associates and subconsultants as R&W may deem appropriate to assist in the performance of services. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than R&W and the Client. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and R&W and not for the benefit of any other party.
11. To the extent caused by the negligence or willful misconduct of either Party or those under its control and direction associated with this project, such Party shall indemnify and hold harmless the other Party from any and all third-party suits, claims, liabilities, or losses arising out of such negligence or willful misconduct.