

SERVICES AGREEMENT

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THIS IS AN AGREEMENT effective as of _____, 2025 (“Effective Date”) between Molalla River School District (“Client”) and ZCS, Inc., doing business as ZCS (“Design Professional”).

Client’s Project, of which Design Professional’s services under this Agreement are a part, is generally identified as follows: Mulino Elementary School Seismic Rehabilitation (“Project”) located in Molalla, Oregon.

Design Professional’s services under this Agreement are generally identified as follows: Professional Consulting Services in connection with the above project. Services are more fully defined in the ZCS, Inc., proposal dated September 8, 2025, attached as Exhibit A (“Services”).

Client and Design Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Design Professional shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Design Professional shall furnish services in addition to those set forth above (“Additional Services”).
- B. Design Professional shall complete its Services within a reasonable time.
- C. If, through no fault of Design Professional, such periods of time or dates are changed, or the orderly and continuous progress of Design Professional’s Services is impaired, or Design Professional’s Services are delayed or suspended, then the time for completion of Design Professional’s Services, and the rates and amounts of Design Professional’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Design Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Design Professional for Services, Additional Services, and expenses within Thirty (30) days after receipt of Design Professional’s invoice, then Design Professional may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Design Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Design Professional for any such suspension.



- B. *Payment:* As compensation for Design Professional providing or furnishing Services and Additional Services, Client shall pay Design Professional as set forth in Paragraphs 2.01, 2.02 (Services), and 2.04 (Additional Services). If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Design Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Client shall pay Design Professional for Services as follows:
 - 1. A Lump Sum amount of **Three Hundred Twenty-One Thousand Two Hundred Dollars (\$321,200)**.
 - 2. In addition to the Lump Sum amount reimbursable costs will be billed as follows:
 - a. Other advanced Client costs will be billed at cost plus ten percent.
 - b. All reproductions and deliveries will be billed as additional services on a time and materials rate.
- B. The portion of the compensation amount billed monthly for Design Professional's Services will be based upon Design Professional's estimate of the percentage of the total Services actually completed during the billing period.

2.03 The Design Professional reserves the right to review and adjust its Standard Hourly Rates annually on January 1st of each year.

2.04 *Additional Services:* For Additional Services, Design Professional shall submit an additional services amendment outlining the scope of work and basis for billing to Client prior to proceeding with services.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause by either Party,
 - a. By either Party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Design Professional for its services is a substantial failure to perform and a basis for termination.
 - b. For cause by Design Professional:



- 1) upon seven (7) days written notice if Client demands that Design Professional furnish or perform services contrary to Design Professional's responsibilities as a licensed professional; or
 - 2) upon seven (7) days written notice if the Design Professional's Services are delayed for more than ninety (90) days for reasons beyond Design Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.K.
- c. Design Professional shall have no liability to Client on account of a termination for cause by Design Professional.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
2. For convenience, by Client effective upon Design Professional's receipt of written notice from Client.
- B. In the event of any termination under Paragraph 3.01, Design Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Design Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Design Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Design Professional (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Design Professional) are hereby bound to the other Party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Design Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.



- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Design Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Design Professional and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all design professional services, including engineering or architectural services, and related services performed or furnished by Design Professional under this Agreement will be the care and skill ordinarily used by members of the subject licensed profession practicing under similar circumstances at the same time and in the same locality. Design Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Design Professional. Subject to the foregoing standard of care, Design Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Design Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Design Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Design Professional shall not be responsible for the acts or omissions of any Constructor.
- C. Design Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Design Professional's opinions (if any) of probable construction cost are to be made on the basis of Design Professional's experience, qualifications, and general familiarity with the construction industry. However, because Design Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Design Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Design Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.
- E. Design Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Design Professional or its consultants.
- F. All documents prepared or furnished by Design Professional are instruments of service, and Design Professional retains an ownership and property interest (including the copyright and the



right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Design Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Design Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Design Professional;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Design Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Design Professional or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Client shall indemnify and hold harmless Design Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Design Professional; and
 4. such limited license to Client shall not create any rights in third parties.
- G. Design Professional shall have the right to include photographic or artistic representations of the design of the project among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Design Professional in writing of the specific information considered by the Client to be confidential or proprietary.
- H. Client and Design Professional may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- I. The Design Professional shall not be required to produce any Instruments of Service or other project deliverables in electronic file format, be it image files or native data files for use in developing civil three-dimensional surfaces or structural BIM models as examples, unless such electronic files are an express written obligation in the Services, Exhibit A and the Design Professional's Basis of Payment compensates the Design Professional for the production and delivery of the electronic files. Regardless, and in addition, the delivery of any electronic files by Design Professional is subject to the following conditions:
1. Design Professional makes no representations as to the compatibility of the electronic files with any specific hardware or software. Client acknowledges that anomalies and errors can



be introduced into the files when they are transferred or used in conjunction with incompatible computer equipment or software. Client acknowledges and solely accepts the risks associated with or the responsibility for any damage to hardware, software or computer systems or networks related to any use of the files. The files are being furnished "as is" and Design Professional is not responsible for any damage done by any virus or similar type programs that may reside with these files without Design Professional's knowledge.

2. Data contained on these electronic files are Instruments of Services and shall not be used by Client or anyone else receiving the electronic files through or from Client for any purpose other than for the Project. Any other use or reuse will be at Client's sole risk and without liability or legal exposure to Design Professional. Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Design Professional, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with Client's use of the electronic files.
3. Client shall, to the fullest extent permitted by law, indemnify, and hold Design Professional harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising out of or resulting from Client's use of these electronic files.
4. The electronic files are not construction documents. Differences may exist between these electronic files and corresponding bid, or revised/amended, construction documents. Design Professional makes no representation regarding the accuracy or completeness of the electronic files Client receives. In the event that a conflict arises between the signed or sealed bid, or revised/amended, construction documents prepared by Design Professional or any subconsultants to Design Professional and the electronic files, the signed or sealed bid, or revised/amended, construction documents shall govern. The client is responsible for determining if any conflict exists. Client's use of these electronic files does not relieve Client of its duty to fully comply with the contract documents including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate work.
5. Design Professional makes no representation regarding the accuracy, completeness, or permanence of electronic files (surface information, profile/alignment data, layout of curbs, structures, planters, utilities, etc.). The client understands that all layout needs to be confirmed by a licensed Surveyor with the permitted contract documents. Addenda information or revisions made after the date indicated on the electronic files may not have been incorporated. When using the files for GPS controlled construction equipment, it is the responsibility of the contractor, equipment operator, and their licensed surveyor to verify the data has been accurately loaded into the equipment using the proper coordinate system, basis of bearings, and vertical datum. Confidence points shall be performed/provided at regular intervals throughout the project by a licensed surveyor to verify the accuracy of the uploaded data and equipment.



6. Since the information set forth on electronic files can be modified unintentionally or otherwise, Design Professional reserves the right to remove all indicia of its ownership or involvement from each electronic display.
- J. To the fullest extent permitted by law, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Client and Design Professional (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Design Professional's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Design Professional, whichever is greater.
- K. The parties acknowledge that Design Professional's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Design Professional or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Design Professional may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- L. Client and Design Professional agree to negotiate each dispute between them in good faith during the thirty (30) days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- M. *Miscellaneous Provisions*
 1. This Agreement is governed by the laws of the State of Oregon.
 2. Any action to enforce the terms of this Agreement shall be maintained in either the Klamath County (Oregon) Circuit Court or the Medford Division of the United States District Court. The client consents to jurisdiction in Oregon for any such lawsuit.
 3. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
 4. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Design Professional, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
 5. *Waiver:* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



- N. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of Client and Design Professional.
- O. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Design Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- P. Client agrees that it shall not, directly, or indirectly, employ or solicit, or cause others to hire or solicit for employment any employee of ZCS, Inc., for the duration of the services provided under this Agreement and for one year following the completion of the project, unless prior written permission has been granted by an authorized officer of ZCS, Inc. which has contracted with Client for services under this Agreement. Client agrees that ZCS, Inc. shall be entitled to an injunction to enforce this provision.
- Q. Client further agrees that in event a ZCS, Inc. employee terminates his or her employment due in whole or in part to the violation of this provision, Client shall pay to ZCS, Inc.: (a) the solicited employee's annual salary, less applicable employment taxes, measured at the time of the breach of this provision; (b) all hiring costs incurred by ZCS, Inc. to replace the solicited employee, included but not limited to, advertising, recruitment costs, hiring bonus, relocation expenses, and commissions. Client agrees that these payments constitute reasonable compensation to ZCS, Inc. for the injuries suffered due to the breach of this Agreement.

Definitions

- R. *Constructor*—Any person or entity (not including the Design Professional, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- S. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

- T. Exhibit A, ZCS, Inc., proposal dated September 8, 2025.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: Molalla River School District

Design Professional: ZCS, Inc.

By: _____

By: _____

Print name: _____

Print name: Matthew R. Smith, P.E., S.E. _____

Title: _____

Title: Principal _____

Date Signed: _____

Date Signed: _____

Client's Project Representative(s) Contact Information:

Andrew Campbell - Chief Business Officer

Andy.campbell@molallariv.k12.or.us

Molalla River School District

910 Toliver Road

Molalla, OR 97038

503-829-2359

Address for Client's receipt of notices of disputes under the terms of this agreement:

Molalla River School District

412 S. Swiegle Avenue

Molalla, OR 97038

503-829-2359

Design Professional's Project Representative(s) Contact Information:

Kris Tinning – KristoferT@zcsea.com

Matt Smith – MattS@zcsea.com

ZCS, Inc.

524 Main Street, Suite 2

Oregon City, OR 97045

(503) 659-2205

Address for Design Professional's receipt of notices of disputes under the terms of this agreement:

ZCS, Inc

900 Klamath Avenue

Klamath Falls, OR 97601

(541) 884-7421



September 8, 2025

Andy Campbell
Chief Business Official
Molalla River School District
412 S Swiegle Avenue
Molalla, OR 97038

Reference: Molalla River School District – Mulino Elementary School Seismic Retrofit

Subject: Consulting Services Proposal

I would like to thank you for the opportunity to prepare a fee proposal to provide professional services for the Seismic Retrofit of Mulino Elementary School.

We are excited to continue our application phase services for the Mulino Elementary School into the design phase. The purpose of this proposal is to outline the professional consultant effort and associated fees for developing the construction documents and support necessary to fulfill the grant obligation. The scope of our work for this project is defined as follows:

Our Services

Our work includes advancing preliminary structural rehabilitation plans prepared by ZCS for the Seismic Rehabilitation Grant (SRG). The rehabilitation work will be designed based on the 2022 Oregon Structural Specialty Code (OSSC) and the American Society of Civil Engineer's rehabilitation document ASCE 41-17: Seismic Evaluation and Retrofit of Existing Buildings. Once final construction has been completed under the rehabilitation plan, the building will meet the performance level as identified in the seismic application and ASCE 41-17. The following tasks outline our services:

Seismic Retrofit Design

Pre-Design (PD) Phase

- Review original building construction drawings to verify areas of structural concern
- Perform site visits to verify structural systems and advance as-built building drawings
- Perform 3D building scan to document existing conditions
- Generate structural and architectural revit models
- Perform a structural evaluation of existing structure based on the ASCE 41-17 and identify all areas of structural deficiency
- Collect geotechnical and HAZMAT information as needed to start schematic design



- Conduct material testing as needed to start schematic design

Schematic Design (SD) Phase

- Collate findings from initial evaluation in preliminary calculations to assist in the determination of the existing building structural seismic deficiencies
- Prepare SD narrative and exhibits of solutions, as required, for preliminary review
- Advance the SD plan set to 100% SD. Submit to District for review
- Included in this phase are regular team meetings and meeting minutes by ZCS

Design Development (DD) Phase

- Meetings with the owner to discuss proposed schematic rehabilitation program and make adjustments to benefit the use of the building during and after construction
- Perform site visits to review existing conditions exposed during destructive investigation
- Perform a collaborative in-house work session to develop structural repair strategies to resolve primary structural deficiencies and perform value engineering of the schematic design
- Perform structural calculations per the seismic rehabilitation program to the building as proposed based on the 2022 OSSC, and ASCE 41-17
- Develop 50% DD structural rehabilitation construction plans illustrating the seismic rehabilitation plan for review and cost estimation by CM/GC contractor/Cost Estimator
- Review cost estimate and perform value engineering as required to ensure alignment with project budget
- Advance the 50% DD plan set to 100% DD and incorporate value engineering. Submit to District for review
- Perform in-house quality control peer review and principal engineer review
- Meetings with the owner to discuss the seismic rehabilitation scheme findings and solution options

Construction Document (CD) Phase

- Finalize structural analysis of final seismic rehabilitation program
- Develop complete structural rehabilitation construction documents and specifications to implement selected seismic rehabilitation scheme for the G.C.
- Refine and finalize floor plans, code plans, roof plans, reflected ceiling plans, building sections, schedules, and interior and exterior elevations as necessary to construct the project
- Coordinate 50% CD drawings with the owner and design team
- Submit 50% CD plans to CM/GC/Cost Estimator for cost estimation
- Review cost estimate and perform value engineering as required to ensure alignment with project budget
- Advance the 50% CD plan set to 100% CD incorporating value engineering decisions. Submit to District for review
- Perform in-house quality control peer review and principal engineer review
- Incorporate final team comments, address any conflicts, and review for value engineering strategies as needed



Bidding and Permitting Phase

- Coordinate permit submittal documents and provide response to local building department review comments as needed
- Attend pre-bid meeting
- Provide clarification to bid questions and issue addenda if required
- Coordinate bid documents and provide response to Request For Information (RFI) received during the bidding period as needed

Construction Administration Phase

- Perform review of shop drawings, material testing reports from special inspector, inspection reports, and other submittals
- Attend weekly project meetings and perform necessary site visits and observations and document observations with field reports and project photos.
- Perform necessary structural observations and provide observation reports
- Provide response to Request for Information (RFI) issued by the G.C.
- Provide review of, and make recommendations for, material substitution requests, alternate construction options (design not included), review pay requests, and change orders issued by the G.C.
- Prepare preliminary and final punch lists

ZCS will provide comprehensive construction documents including ancillary requirements, necessary to secure all permits and approvals, procure contractors via public procurement, and execute the work required by the grant, as described within the scope of work described by the grant application, funded by the grant, or ancillary to the grant. All work shall be executed in accordance with the requirements of the grant. The above services will include structural calculations stamped by a registered structural engineer and bid level construction documents.

The work associated with non-structural finishes for this project include the development of bid level specifications and room finish schedules as required for the contractor to implement a replacement program of impacted non-structural finishes and building envelope outlined in the demolition plan. The work will also include the attachment of non-structural components such as lights, ceilings, cabinets, storage racks, etc. Work will also include (as necessary for proper communication of the work) site plan, code analysis summary, floor plans, roof plan, wall sections, exterior elevations, interior elevations, reflected ceiling plans, and special inspection schedules.

It is our understanding the mechanical, electrical, and plumbing work will be limited to the work ancillary to the required retrofit plans. In addition, the seismic rehabilitation of these systems will include the attachment and bracing of specific units, components, and duct systems to secure them from falling. It is our understanding these systems are in good working order.

Designs will be coordinated/submitted at the completion stages noted above. It is expected that each phase will be subject to owner and local agency review, comment, or revision as required. It is our intent to communicate the scope of this project effectively and allow the owner to participate in decisions that will impact the performance and overall use of the facility. We will work closely with the owner to develop a pre-construction and construction schedule to help reduce the stress this project will have on the district staff and operations of the facility.



Project Management

In addition to the scopes of work for individual phases as noted above, we will assist the District with management of the overall process and construction throughout all phases of work. This includes assisting the District with any additional consultant procurement and grant related procurement or documentation. The following list of services to fall under this task is not an all-inclusive list as it can be expanded to help the District facilitate the expectations of the grant.

- Advise the District on benefits and challenges associated with the grant and make a strategic plan that best aligns with the District's goals.
- Assist the District with the procurement of a Geotechnical sub-consultant to prepare a geotechnical report and site-specific hazard study as required by the 2022 OSSC. The District will hire the recommended firm to perform these services which will be funded by the Grant.
- Assist the District with the procurement of a specialized firm in hazardous material evaluations to prepare an evaluation report necessary to determine if hazardous abatement is required for the project. The District will hire this recommended firm to perform these services which will be funded by the Grant.
- Assist the District with the procurement of a specialized firm in special inspections to review the contractor's work during construction as required by the OSSC. The District will hire this recommended firm to perform these services which will be funded by the Grant.
- Assist the District with the procurement of the General Contractor. ZCS will recommend the use of the Construction Manager/General Contractor (CM/GC) process for this project but will defer to the District's preferred contractor procurement method. ZCS will prepare all the necessary procurement documents and assist the District through the legal process to utilize the "Alternative" procurement method if CM/GC is selected
- Coordinate project scope changes, schedules goals and budgets limits with District staff on a regular basis to ensure the project is in line with the grant requirements and District needs.
- Reimbursement requests through the grant program will be prepared by the District. ZCS will support the District in preparation of reimbursement requests as needed
- Work with, and submit all the necessary documents to, the State Historical Preservation Office (SHPO) as required by the grant program. ZCS will submit all the necessary information to SHPO on the behalf of the District. If mitigation is required ZCS will assist the District through this process to ensure proper closeout of the grant
- Prepare quarterly reports as required by the grant program
- Procure the necessary plaque required to be installed by the contractor as part of the project. The fees associated with purchasing the plaque will be paid for by the District.
- Prepare and submit on the behalf of the District all necessary closeout paperwork to the Grant Director for approval for closeout of the grant including Final Performance Status Report and Structural Certificate of Completion

Deliverables

The following describes the major deliverables we anticipate:

Schematic Design

- 100% SD Drawing Set and Narratives

Design Development

- 50% DD Drawings Set for coordination and cost estimation



- 100% DD Drawing Set and Outline Specifications

Construction Documents

- 50% CD Drawings Set for coordination and cost estimation
- 100% CD Drawings Set for Bidding and Permit
- 100% CD Project Specifications for Bidding and Permit
- Structural Calculations Package

Schedule

We propose developing the design and construction documents through 2025 for a bidding window in early spring 2026 for construction in summer 2026. Upon receiving notice to proceed and further discussions with you, we can finalize this schedule.

Fee

Our services will be performed on a lump sum basis and billed based on percentage of completion unless otherwise noted in the fee schedule. We have attached a fee schedule exhibit showing our fees per the phases described above. Any additional work will only be performed after approval in writing by the District. Subconsultant costs will be billed at cost plus ten percent and are included within the presented fees.

Any significant scope changes made by the Owner or required by local review committees after commencement of work affecting design or drawings may be considered extra services and would be billed under prior authorization from you.

Assumptions and Exclusions

The following assumptions and exclusions apply to the above fee proposal but can be provided upon your request:

- Engineering related to construction sequence or procedures and value engineering during the construction phase are considered extra services and can be negotiated as needed
- Special inspection services are excluded and will be provided by the District directly, with procurement assistance provided by ZCS
- Geotechnical hazard report will be provided by the District directly, with procurement assistance provided by ZCS
- Destructive testing and investigation will likely be required for this project. If needed, it is assumed that the work will be performed by a contractor hired by the District or by District staff based on a testing and investigation plan prepared by ZCS
- Hazardous materials (HAZMAT) testing and inspection and abatement contractor will be provided by the District directly, with procurement assistance provided by ZCS
- Third party cost estimating services are excluded.
- Any work resulting from modifications of the scope of work made by the owner after commencement of work affecting structural design or drawings will be provided under prior authorization from the Owner
- Scope items outside of the scope of the seismic retrofit project will be performed as additional services under prior authorization from the Owner



- LEED Certification services are excluded
- District will be responsible for the removal and replacement of IT related fixtures and equipment and a dedicated IT design is not anticipated
- Physical models and renderings are excluded
- Mechanical, Electrical and Plumbing design to be completed by others
- Systems furniture design and procurement services are excluded
- Our current insurance coverage will be satisfactory and not required to be increased under our agreement with the owner

Please accept this proposal for your review and feel free to contact me if you have any questions or require additional information. We are willing to negotiate our scope and fee as required to better suit the objectives of the District. Please review and contact our office if you have any questions or would like to discuss an alternate approach.

Thank you again for the opportunity to provide this proposal.

Sincerely,

Kristofer N. Toning, PE, SE
Senior Associate | Lead Engineer

Matthew R. Smith, PE, SE
Principal

Enclosure: Fee Schedule



FEE SCHEDULE

	Pre-Design	Schematic Design	Design Development	Construction Documents	Bidding & Permitting	Construction Admin	Total
Engineering & Design Services	\$18,200	\$39,000	\$65,000	\$72,800	\$13,000	\$52,000	\$260,000
Project Management	\$4,284	\$9,180	\$15,300	\$17,136	\$3,060	\$12,240	\$61,200
Total	\$22,484	\$48,180	\$80,300	\$89,936	\$16,060	\$64,240	\$321,200