



PROFESSIONAL SERVICES AGREEMENT PSA 6/30/2020

City Attorney
Stephanie Croll
Rev: 08/16/24

The City of Kirkland, Washington, a municipal corporation ("City") and Schemata Workshop, whose address is 1720 12th Avenue, Seattle, WA 98122 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

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

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$153,408.00, as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

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

IV. OWNERSHIP OF WORK PRODUCT

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

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

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

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

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2024.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

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

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he

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

XIV. EXTENT OF AGREEMENT/MODIFICATION

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

XV. ADDITIONAL WORK

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

XVI. NON-ENDORSEMENT

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

XVII. NON-COLLUSION

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

XVIII. WAIVER

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

XIX. ASSIGNMENT AND SUBCONTRACT


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

XX. DEBARMENT

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

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

CONSULTANT:


Signature: 

Printed Name: Geoff Anderson

Title: Principal

Date: Aug 16, 2024

CITY OF KIRKLAND:

Signature: 
Julie Underwood (Aug 20, 2024 07:05 PDT)

Julie Underwood
Deputy City Manager of Operations

Date: Aug 20, 2024

13 August 2024



John Lloyd
Deputy Director
123 Fifth Avenue
Kirkland, WA 98033-6189

Re: City of Kirkland Peter Kirk Pool Facility Assessment and Feasibility Study

Dear John:

Thank you for inviting Schemata Workshop to team with you on the Peter Kirk Pool Facility Assessment & Feasibility Study.

Scope of Work Summary

We understand the scope of our work to include a comprehensive assessment of the Peter Kirk Pool to provide information for potential future improvements, upgrades, and renovations. The assessment shall include a prioritization and phasing plan to assist the City with planning and budgeting.

The Peter Kirk Pool has served the Kirkland community since 1969. It has been well-maintained and fully operational for seasonal use, including swimming competitions, diving, and community recreational swimming. However, the current pool does not meet the year-long swimming needs of the community, especially with regard to providing swim lessons, which are an important health and safety skill.

The assessment scope shall include our team's evaluation of the existing Peter Kirk Pool Facility in order to gain an understanding of what the existing condition is. This will be a thorough and comprehensive assessment of the Peter Kirk pool complex, as described below, using our pre-prepared checklists, to include the swimming pools and related systems and components (mechanical, plumbing, filtration, chlorination, lighting, access, and any other state and local code requirements, etc.). The purpose will be to identify the investment that should be incorporated into the overall vision of the feasibility study portion of work.

The feasibility effort will specifically analyze options to allow for potential options to allow for year-round operations including, but not limited to a permanent or seasonal structure over the pool such as an inflatable bubble, fixed enclosure, retractable enclosure, or small heated covered spaces on the pool deck.

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

Project Management

- **Weekly remote meetings/ check-ins** with City staff to ensure that the project stays on schedule. Schemata will participate in weekly video conferences, and/or telephone calls for the purpose of keeping the project team apprised of the project schedule and discussing impending items. Consultant partners may participate in these meetings depending on the agenda and availability. These meetings may be combined with other meetings, such as the kick-off meeting, site visits, and design review meetings.
- **Develop and maintain project schedule.** Schemata will prepare and keep updated a project schedule that documents the progress made on the project from contract authorization through design completion.

- **Manage the project team coordination.** Schemata Workshop will serve as the primary point of contact for the project, with the responsibility of keeping the city staff, as well as our design and engineering consultant team, up to date. This includes managing project tasks and schedules, communicating and tracking key decisions, and more.
- **Kick-Off Meeting.** Schemata will participate in (1) kick-off meeting with the City staff at Notice to Proceed. It is suggested that this meeting be combined with the site visit. The purpose of the meeting will be to discuss the goals of the project, timeline, document the chain of command, communication and coordination protocols, schedule review, outline the scope and programs, and identify any initial issues or concerns to be addressed.
- **Monthly project invoicing.** Consultant staff will prepare a monthly billing statement that identifies the contract scope that has been completed to date per subtask, and the percentage of the budget that has been expended to date by subtask.
- **Deliverables:**
 - Participation in Meetings, meeting minutes (Schemata)
 - Set-up and Management of ShareFile site for project coordination (Schemata)
 - Monthly invoices at the beginning of each month (Schemata)

Facility Evaluation & Condition Assessment

This task will involve the full design and engineering team, with expertise in aquatic facilities evaluating the existing Peter Kirk Pool.

- **Document Research.** Our team will review any existing documents. This includes any past studies, site plans, and/or drawing that would be relevant. We have a copy of the 2007 Pool Evaluation Report but assume that the city may have additional documentation that could be relevant to our evaluation. If there are any record documents of the building construction, surveys, and site plans, these will also be of value to our team.
- **Site Visit with Facility Evaluation & Condition Assessment.** There is no better way to understand the site than to see it in-person. We propose to combine an initial site visit and kick-off meeting with you and staff joined by our full architecture and engineering team.

We will spend approximately 4 to 6 hours on site, documenting and recording the physical condition of the existing facility, including ADA, life safety requirements, and other code requirements. This will include the existing pool, pool systems, decks, bathhouse, guardroom, and other associated elements of the pool facility. It is most effective to have a representative of the maintenance and operations staff present during this initial investigation. Getting first-hand knowledge from the pool operator(s) or parks maintenance staff is valuable for the team in understanding the conditions, beyond what can be ascertained in one site visit.

- **Draft Evaluation & Condition Assessment.** We will create a draft assessment of the existing building conditions, providing you with our impression of the existing physical conditions and deficiencies, as well as a WAC aquatic code summary. We will then start to format information for your planning needs, phases, etc. We will use the same format we developed over the course of preparing dozens of these assessment reports.
- **Evaluation Progress Meeting.** We recommend a meeting with the city to review the initial findings. At this point we may also discuss the possibility of additional, more invasive investigations, if necessary.
- **Area of Magnitude Costs Estimates.** Once we have adequately accounted for the various scope of work items related to our assessment findings, we will provide an Area of Magnitude Costs. These costs will provide lump sum items based on specific scopes of work identified. We can also organize these into various priorities, or phases.
- **Final Evaluation & Condition Assessment Report.** The final report will include an easy-to-understand Executive Summary with all the backup information, organized by discipline and coordinated scopes of work. This will serve as a section in the final report deliverable with the feasibility study.

- **Deliverables:**
 - Draft assessment checklist and narratives with initial recommendations. (All)
 - Progress meeting with city. (Schemata)
 - Area of Magnitude Cost Estimate. (Schemata & RC)
 - Evaluation Assessment Report with Final Report. (All)

Feasibility Study

This phase will include researching and evaluating design options for converting the Peter Kirk Pool to becoming a year-round facility.

- **Design Research.** There are many solutions for enclosing a pool for year-round use, and we will begin our study by determining which of these solutions makes the most sense to evaluate as part of the study. This could include pressurized “bubble” enclosures, removable covers on a rigid frame, retractable roofs, or permanent natatorium enclosure, among others. Research will include describing the costs, materials, and anticipated life expectancy.
- **Concept Designs.** This task will include a concept site plan (location map) with the pool facility and any proposed cover options. Our team will test fit as necessary to conform to site conditions and/or evolving discussions with the city. We will use our Building Information Model to export concept visuals for the design massing.

Primarily, the scope has been to look at year-round operation, with various enclosure options. Natatoriums/pool enclosures are technically challenging, with unique construction requirements with regard to air, light, and moisture. A pool enclosure creates a unique interior environment that is carefully controlled by the mechanical system (HVAC) and the enclosure design. Our engineering team will provide input on related systems design requirements. All systems must work in tandem to maintain the interior environment and sustain the enclosure.

Additionally, if there are any other programmatic requests, we can study those on a conceptual level for inclusion in a overall feasibility plan. This includes ideas such as modifying/converting the existing wading pool to be deeper for lessons, therapeutic uses, etc. It was also mentioned in the original RFQ that a spray park feature might be of interest. We can conceptually look at how that might influence the facility as well.

- **Feasibility Meeting with Staff.** We will meet with staff to review the concept design options. We will outline the various pros and cons of the various options for consideration. This will focus on design opportunities and limitations, with limited cost details, other than relative costs of various systems.
- **Code & Permit Analysis.** We will review the City of Kirkland Land Use and Building Code permit requirements that may impact this project. This effort could include a review meeting with the permitting official or obtaining feedback internally in written form.
- **Concept Renderings.** Schemata Workshop will produce renderings of the three concept options as determined with the city staff. We assume that this will likely include a small, medium, and large scale set of options. These renderings will be conceptual in nature, representing the enclosure materials, size, and scale in order to give the city and others an understanding of the project within the existing park and neighboring context.
- **Opinion of Probable Cost Estimate.** Based on the concept designs developed per each system option, the team will work with our cost estimator to prepare conceptual estimates of probable construction costs for the three options (assume a small, medium, and large option). The costs will include any new/replaced structures, sitework cost, and the new enclosure options. Costs associated with updating or refurbishing the existing facility structures and pool related components will be included in the condition assessment costs.
- **Cost-Benefit and Economic Analysis.** We will examine the social and economic benefits of the facility as a year-round opportunity, as well as the potential financial impact on the local economy, including the direct impact of staffing and purchase of services, and the indirect impact through taxes and property values.

- **Comparative Analysis.** We will compare the offerings currently provided at the Juanita High School Pool in Kirkland to assess and understand the comparative programming options available for Kirkland residence. Understanding the current level of aquatic programs and services available within Kirkland will allow us to understand and describe the full level of services offered and minimize duplications and/or enhancing possibilities for high demand uses, such as swim lessons, with the intent of defining opportunities for improvements in the overall aquatics programming offered by the city. This investigation will specify operating information, including amenities, fee structures and other operating data based on Councilman-Hunsaker's vast knowledge of aquatic facilities.
- **Operational Cost Analysis.** Understanding the operational costs will be important and useful as you move forward with making the project a reality and presenting it to the City Council and the community. This information can help justify why such an investment will be beneficial. The operations plan will include a facility labor analysis, contractual services, commodities, and utilities. The labor analysis will be based on the City's current labor structure as well as overhead rates, considering any forecasted changes in wage structure. We will base the utility analysis on site-specific usage for kilowatt hours and therms to produce an accurate projection of costs. Using all of this information, we will then present our professional opinion about your financial operations for the first five years. The facility revenue analysis will identify daily usage rates, as well as opportunities for cash flow activities and programs, such as swim team usage, learn-to-swim lessons, water aerobics or other classes and facility rentals for parties.
- **Deliverables:**
 - Pool Enclosure Analysis (Schemata & C-H)
 - Conceptual Design Drawings – assume max of 3 options (All)
 - Site Plan (Schemata)
 - Enclosure Plans/Model (Schemata)
 - Foundation and Structural Concept Plans (AHBL Structural)
 - HVAC Conceptual System Plans. (GDM)
 - Plumbing Conceptual Plans (GDM)
 - Electrical & Lighting Conceptual Plans (Cross)
 - Concept Renderings (Schemata)
 - Code/Permit Analysis (Schemata)
 - Opinion of Probable Cost Estimate (C-H, RC)
 - Cost-Benefit and Economic Analysis (C-H)
 - Comparative Analysis - Market and Competition Analysis (C-H)
 - Operational Cost Analysis (C-H)
 - City review comments/notes (Schemata)

Final Report

Prepare concept design plans, engineering analyses, and estimate.

- **Meeting with City Staff.** We will meet with the staff to review the draft report, presentation materials, and cost estimates. Feedback will be incorporated into the final deliverables.

- **Park Board Meeting.** We will present the final facility condition assessment findings to the Park Board. This scope includes preparation of a PowerPoint presentation representing the Report finding. This meeting can be in-person or remote, as needed.
- **City Council Meeting.** We will present the final facility condition assessment findings to the City Council. This meeting will use the same materials as presented to the Park Board, (PowerPoint) incorporating any input from that meeting. This meeting can be in-person or remote, as needed.
- **City Comments.** The final report will have to opportunity to incorporate feedback from the Park Board and City Council.
- **Final Report.** Schemata will assemble all work products into a final report document with an executive summary, description the process and goals, findings, recommendations, and costs, with all back-up materials. This will include three (3) variable recommendations for year-round operations. This will then be a valuable tool for the city to use in gaining support and making the project a reality.
- **Deliverables:**
 - Draft Report (All)
 - Presentation Materials for Park Board & City Council (Schemata)
 - Final Report (Schemata)

Schedule

Please see the attached draft schedule. As requested, we are targeting having the Final Report delivered to you prior to the holidays in December of this year. Getting under contract has been slightly delayed, and confirming the Notice to Proceed date and scheduling the kick-off will be needed to verify these schedule goals.

Design Fee

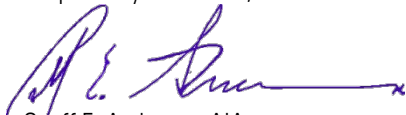
We propose a Fixed Fee as follows based on the scope items described above.

Peter Kirk Assessments and Feasibility Study

Project Management	\$10,190
Facility Evaluation & Condition Assessment	\$52,917
Feasibility Study	\$67,713
Final Report	\$19,688
Expense	\$2,900
TOTAL FEE	\$153,408

Thank you again for inviting us to be part of this study for the Peter Kirk Pool Facility.

Respectfully Submitted,



Geoff E. Anderson, AIA
Principal, Schemata Workshop

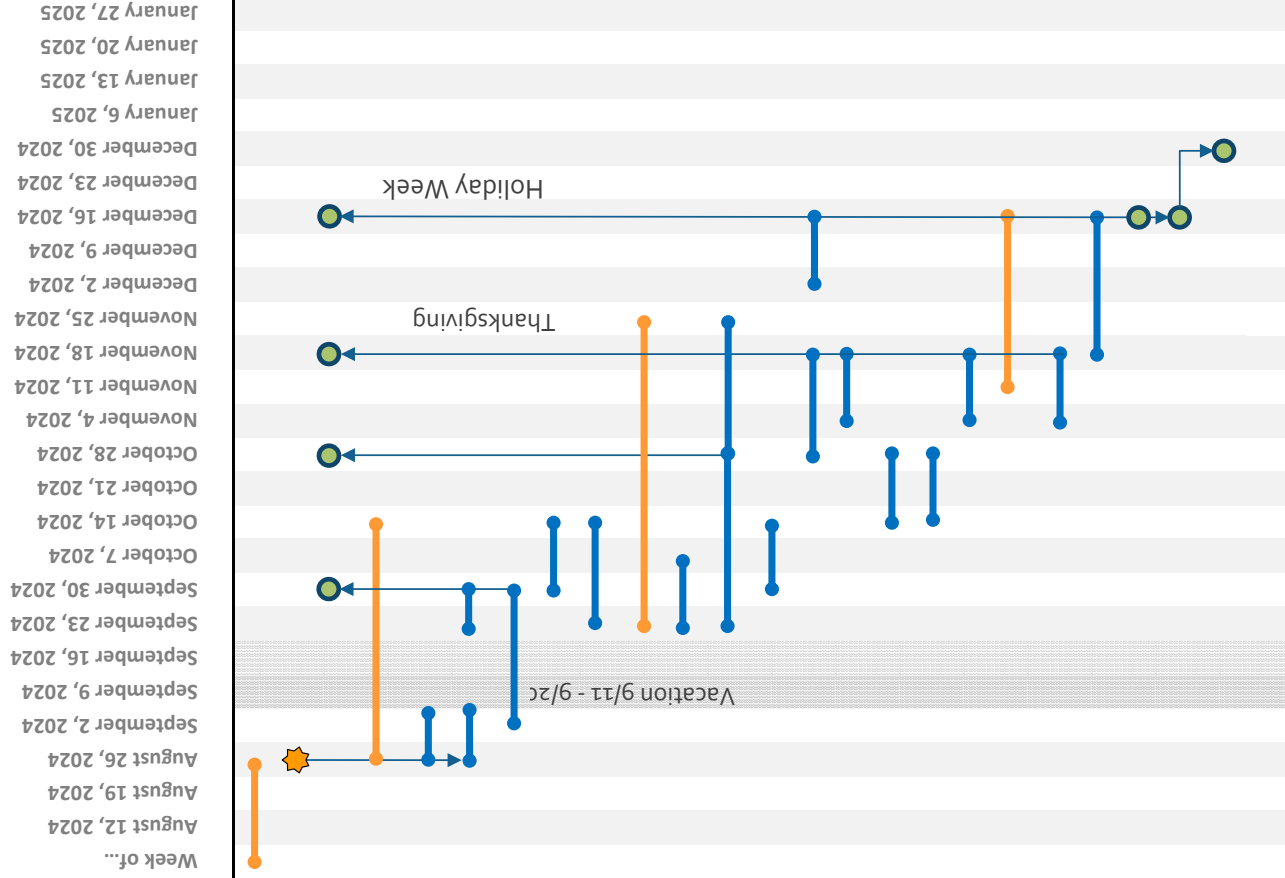
Peter Kirk Pool Facility Assessment and Feasibility Study

Schedule

Updated 7/30/2024

ACTIVITY

- Contracting
- Kick-Off Meeting
- Monthly Meetings & Planning Sessions
- FACILITY EVALUATION & CONDITION ASSESSMENT**
- Document Research
- Existing Facility Evaluation & Condition Assessment
- Draft Evaluation & Condition Assessment Reports by Discipline
- Follow-Up Assessment Evaluations
- Area of Magnitude Cost Estimate
- FEASIBILITY STUDY**
- Design Research - Enclosures
- Concept Designs - Options
- Code & Permit Analysis
- Concept Renderings
- Opinion of Probable Cost Estimates - ROM
- Cost-Benefit & Economic Analysis
- Comparative Analysis
- Operational Cost Analysis
- FINAL REPORT & PRESENTATIONS**
- Draft Report
- Final Feasibility Report Documentation
- Park Board Meeting
- City Council Meeting
- Final Report Document



Budget and Breakdown Overview: The Tukwila Pool Metropolitan Park District (TPMPD) is using King County Aquatic Grants funds to perform a feasibility study to evaluate the existing aquatic center to plan for future renovations and additions, or replacement.

This chart provides a summary of our estimated level of effort for various assumed tasks with estimated budgets for each. This is not an official fee proposal, as that will be negotiated upon being successfully awarded the project and negotiation of the contract.

TASK #	FEASIBILITY PROJECT TASKS	Schemata Workshop Architect	Counselman-Hunsaker Aquatics Design & Planning	AHBL Civil Engineer	AHBL Structural Engineer	GDM Mechanical Engineer	Gross Engineers Electrical Engineer	Rick Charbonneau Aquatics Design Estimator	TOTALS
TASK 0 - PROJECT MANAGEMENT									
0.01	Weekly remote meetings/ check-ins	\$3,880							\$3,880
0.02	Develop and maintain project schedule	\$776							\$776
0.03	Manage the project team coordination	\$1,552							\$1,552
0.04	Kick-Off Meeting	\$796	incl. below	\$350	\$350		\$204	\$160	\$1,860
0.05	Monthly project invoicing	\$1,576	\$0	\$0	\$0	\$0	\$0	\$400	\$1,976
TASK 0 TOTALS		\$8,580	\$0	\$350	\$350	\$0	\$204	\$600	\$10,044
Schemata MARKUP ON CONSULTANT SERVICES (10%)		N/A	\$0	\$35	\$35	\$0	\$20	\$56	\$146
TOTAL PER TEAM MEMBER		\$8,580	\$0	\$385	\$385	\$0	\$224	\$616	\$10,190
TASK 1 - FACILITY EVALUATION & CONDITION ASSESSMENT									
1.01	Document Research	\$1,320	\$1,800	\$1,000	\$700	\$1,620	\$612	\$640	\$7,692
1.02	Site Visit	\$2,252	\$1,800	\$1,500	\$1,500	\$3,379	\$408	\$0	\$10,839
1.03	Draft Evaluation & Condition Assessment	\$3,184		\$1,500	\$1,500	\$1,920	\$1,530	\$640	\$10,274
1.04	Evaluation Progress Meeting	\$796		\$350	\$350	\$320	\$816	\$800	\$3,432
1.05	Area of Magnitude Cost Estimates	\$524		\$1,100	\$350	\$1,320	\$612	\$576	\$9,666
1.06	Final Evaluation and Condition Assessment Report	\$2,252		\$1,110	\$350	\$1,260	\$1,530	\$640	\$7,142
TASK 1 TOTALS		\$10,328	\$3,600	\$6,560	\$4,750	\$9,819	\$5,508	\$8,480	\$49,045
Schemata MARKUP ON CONSULTANT SERVICES (10%)		N/A	\$360	\$656	\$475	\$982	\$551	\$848	\$3,872
TOTAL PER TEAM MEMBER		\$10,328	\$3,960	\$7,216	\$5,225	\$10,801	\$6,059	\$9,328	\$62,917
TASK 2 - FEASIBILITY STUDY									
2.01	Design Research	\$1,864	\$1,800	\$1,000	\$700	\$1,260	\$408		\$7,032
2.02	Concept Designs	\$10,248	\$9,500	\$2,000	\$1,500	\$3,400	\$1,020		\$27,668
2.03	Feasibility Meeting with Staff	\$1,476	incl. in other						\$1,476
2.04	Code & Permit Analysis	\$1,398		\$500	\$175	\$1,530	\$102		\$3,705
2.05	Concept Renderings	\$3,612							\$3,612
2.06	Opinion of Probable Cost Estimate	\$524	\$2,500	\$1,110	\$350	\$1,920		\$3,840	\$10,244
2.07	Cost-Benefit and Economic Analysis	\$388	\$0						\$388
2.08	Comparative Analysis	\$388	\$0						\$388
2.09	Operational Cost Analysis	\$388	\$9,500						\$9,888
TASK 2 TOTALS		\$20,286	\$22,300	\$4,610	\$2,725	\$8,110	\$1,530	\$3,840	\$63,401
Schemata MARKUP ON CONSULTANT SERVICES (10%)		N/A	\$2,230	\$461	\$273	\$811	\$153	\$384	\$4,312
TOTAL PER TEAM MEMBER		\$20,286	\$24,530	\$5,071	\$2,998	\$8,921	\$1,683	\$4,224	\$67,713

TASK 3 - FINAL REPORT										
3.01	Meeting with City Staff		\$932							\$932
3.02	Park Board Meeting and City Council Meetings		\$3,146	\$1,800						\$4,946
3.03	City Comments		\$1,048	\$0	\$1,110	\$350	\$660	\$408	\$0	\$3,576
3.05	Final Report		\$3,960	\$1,800	\$400	\$350	\$1,260	\$1,020	\$480	\$9,270
	TASK 3 TOTALS		\$9,086	\$3,600	\$1,510	\$700	\$1,920	\$1,428	\$480	\$18,724
	Schemata MARKUP ON CONSULTANT SERVICES (10%)		N/A	\$360	\$151	\$70	\$192	\$143	\$48	\$964
	TOTAL PER TEAM MEMBER		\$9,086	\$3,960	\$1,661	\$770	\$2,112	\$1,571	\$528	\$19,688
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	SUBTOTALS		\$48,280	\$29,500	\$13,030	\$8,525	\$19,849	\$8,670	\$13,360	\$141,214
	Schemata MARKUP ON CONSULTANT SERVICES (10%)		N/A	\$2,950	\$1,303	\$863	\$1,985	\$667	\$1,336	\$9,300
	TOTALS		\$48,280	\$32,450	\$14,333	\$9,378	\$21,834	\$9,537	\$14,696	\$150,508
	REIMBURSABLE EXPENSE BUDGET		\$200	\$2,400	\$150	\$150	\$0	\$0	\$0	\$2,900

Reimbursable expenses include copies, prints, postage, faxes, travel, and other direct project costs. Reimbursable expenses are billed at cost plus ten percent, and are invoiced monthly along with design fees.