



Fee Proposal For:

TOOELE COUNTY ADMIN BUILDING

 TOOEELE COUNTY CORPORATION
 CONTRACT # 22-10-02

Tooele County

 Aspen Wimmer
 47 South Main Street
 Aspen.Wimmer@tooeleco.org

September 7, 2022

Design Agreement between Spectrum and “the CLIENT”:

This agreement is made between Spectrum Engineers and Tooele County, hereinafter called the “Client”.

General Project Description:

We are pleased to provide this proposal for professional Mechanical, Electrical, and Plumbing consulting engineering design and construction administration services for **TOOELE COUNTY ADMIN BUILDING** in Tooele, Utah. Our proposal is based on the following general project scope:

- Project Type: Mechanical System Replacement
- Project Size (square feet): ~50,000 sf
- Estimated Project Total Construction Budget: \$1,500,000
- Design Schedule: 180 days from NTP, signed Contract, & backgrounds
- Maximum number of design bid packages: One

Project Basis of Fee:

Engineering Service	Fee
Division 21 - Fire Protection: Scope of work design Division 22 - Plumbing Engineering: Drainage, Domestic Water, Plumbing Fixtures, & Miscellaneous Plumbing systems Division 23 - Mechanical Engineering: Ventilation, Heating/Cooling, & Miscellaneous Mechanical systems Division 26 – Electrical power for mechanical systems	\$124,500
Total Proposed Fee	\$124,500

Fee is based off of DFCM Design Fee Schedule using schedule B and renovation additional percentage.



Basis of Fee:

General:

Design services are limited to:

1. Attendance of semi-monthly virtual design meetings as requested by Client. See Project Site Visits and Meetings table above for additional meetings.
2. Drawings and book form specifications detailing work required.
3. Corrections to our drawings and specifications in PDF format for record purposes.
4. An electronic set of final drawings and specifications in PDF format for record purposes.
5. Revit modeling at LOD 200.
 - a. The Model Element is graphically represented within the model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation.
 - b. Models from other disciplines for coordination need to be modeled accurately and provided with adequate time in order for cross discipline coordination.
 - c. Piping, conduit, or raceways smaller than 4" may not be modeled or run through clash detection.
 - d. Sloped pipe systems will not be modeled as sloping.
 - e. Hangers, supports, insulation, pipe or duct flanges, and all piping accessories and valves will not be modeled.
 - f. Some systems are not modeled or are designed post bid (trusses, fire sprinkler, etc.) and cannot be coordinated during design.

Bidding services are limited to:

1. Issuing addenda.
2. Answering bidder's questions.
3. Responding to requests for information.
4. Attendance of a pre-bid meeting as requested by Client.

Construction Administration services are limited to:

1. Submittal review and comment.
2. Attend regular OAC meetings.
3. Responding to requests for information.
4. Reviewing costs for changes.
5. Answering contractor and construction related questions.
6. Shop drawing review.
7. Minor change order or supplementary instruction preparation.
8. One final observation report (excludes testing of systems). Plus, reimbursable expenses for travel, see table.
9. One final back-check observation. Plus, reimbursable expenses for travel, see table.
10. Record drawings.
11. Review of O&M manuals.



Division 21-Fire Protection: Billing group 21

Fire Protection Design includes:

1. Performance specifications for a wet fire sprinkler system. Detailed design by Contractor.
2. Performance specifications for Seismic Design of the applicable systems. Detailed design by Contractor's Structural Engineer.

Fire Protection Exclusions: (Optional services that may be added as needed)

1. Full fire protection design including calculations and head layout
2. Water supply analysis for fire protection.
3. Fire pump design.

Division 22-Plumbing Engineering: Billing Group 22

Drainage:

1. Sanitary waste piping as needed for mechanical upgrade.
2. Sanitary vent piping as needed for mechanical upgrade.

Domestic Water:

1. Domestic cold, hot, and hot recirculating water piping and associated equipment as needed for mechanical upgrade.

Plumbing Fixtures:

1. Specify plumbing fixtures as needed for mechanical upgrade.

Miscellaneous Plumbing Systems:

1. Natural gas piping (meter to be sized by local authority).
2. Performance specifications for seismic restraint of plumbing equipment and piping (detailed design by Contractor's Structural Engineer).
3. COMcheck for plumbing systems (part of mechanical COMcheck).

Plumbing Exclusions: (Optional services that may be added as needed)

1. Site utility design
2. Commissioning or testing of plumbing systems or equipment
3. Sump pumps
4. Sewage ejector pumps
5. Septic tanks
6. Water filtration
7. Medical gas piping
8. Compressed air piping
9. Solar hot water
10. Pool hot/tub design
11. Water features
12. Rain water harvesting
13. Grey water recycling.



Division 23-Mechanical Engineering: Billing Group 23

Ventilation:

1. Exhaust systems.
2. Fresh air systems.
3. Building pressurization control.
4. Equipment flues.
5. Combustion air.

Heating and Cooling/Space Conditioning:

1. Supply and return ductwork and distribution.
2. Grilles, registers, and diffusers.
3. HVAC piping – Heating water, chilled water, steam, condensate water, condenser water, etc.
4. HVAC equipment – Air handlers, fans, coils, chillers, boilers, cooling towers, condensing units, etc.

Miscellaneous Mechanical Systems:

1. Performance specifications for seismic restraint of mechanical equipment and piping (detailed design by Contractor's Structural Engineer).
2. Performance specifications for HVAC Instrumentation and controls (detailed design by Controls Contractor).
3. COMcheck for Mechanical Systems only.

Mechanical Exclusions: (Optional services that may be added as needed)

1. Building automation controls complete design.
2. Energy modeling including payback analysis.
3. LEED or other Green initiative design and documentation.
4. Commissioning or testing of mechanical systems or equipment.
5. Exterior conditioning.
6. Commercial kitchen design.
7. On-site energy generation.
8. In floor air distribution.
9. Snow melt system.
10. Radiant floor system.
11. Seismic design for MEP components
12. Clash detection



Reimbursable Expenses:

Additional Services shall be billed at an hourly rate as required according to the following schedule.

Hourly Rates		
Principal Project Manager		
	Principal	\$250.00
Mechanical, Electrical, and Plumbing Engineering		
	Principal	\$215.00
	Associate Engineer (PE)	\$185.00
	Project Engineer	\$145.00
	EIT	\$110.00
Consultants		
	Systems Consultant	\$125.00
	BIM Consultant	\$115.00
Technicians		
	BIM Modeler/CAD Draftsman	\$90.00
	Clerical	\$65.00

Expenses, which are expenditures by the engineer in the interest of the project, include but are not limited to: expense of transportation, subsistence, and lodging when traveling in connection with the project and will be compensated by Client.

Reimbursable expenses for the reproduction of drawings; postage and handling of drawings, specifications, reports or other project-related instruments of service of the engineer; expense of computer modeling for energy, sound, and lighting analyses where other than standard programs owned by the engineer are utilized.

Reimbursables X Multiplier of 1.0			
Type	Per	Per Receipts	Lump Sum
Mileage	Visit		Current IRS Rates
Travel	Visit	Actual Costs	
Lodging	Night	Actual Costs	
Car Rental	Diem	Actual Costs	
Printing	Issue	Actual Costs	
Mileage is not charged for projects in locations that are less than 50 miles from the office where the employee works.			



Authorization to Proceed:

This proposal remains open for a period of 60 days from the date of the proposal.

Billing Percentage at Each Phase of Design		
Design Phase	% Complete	Date
Schematic Design	20	TBD
Design Development	20	TBD
Construction Documents	40	TBD
Bidding Assistance	5	TBD
Construction Administration	15	TBD

Conditions:

General Conditions:

1. This Agreement shall be interpreted as if equally drafted by the Client and Spectrum and shall be enforced according to the laws of the State of Utah. Neither the Client nor Spectrum shall assign its interest in this Agreement without the written consent of the other. This Agreement shall be binding upon and insure to the benefit of the successors, assigns of any other transferees of the Client and Spectrum. No rights or benefits are intended or conferred to third parties by this Agreement.
2. Any delay or default in the performance of any obligation of Spectrum under this Agreement from any cause beyond Spectrum's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of Spectrum as long as performance is delayed or prevented thereby.
3. In the event that payment in full is not made to Spectrum as provided herein, Spectrum shall be entitled to its collection costs, including but not limited to attorney fees, lien fees, and costs of court.
4. In the event any term, condition or other provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
5. This Agreement shall be construed and interpreted as if drafted equally by Spectrum and the Client. Nothing in this Agreement, any modification to this Agreement, or in any instrument of Spectrum's services shall create a contractual relationship with or a cause of action in favor of any third party against Spectrum or the Client
6. This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. The Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreements, written or oral.



Special Terms and Conditions:

1. Spectrum shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by licensed professionals practicing in the same or similar locality under the same or similar circumstances. Spectrum makes no other warranty with regard to its services. Client shall provide prompt written notice to Spectrum if Client becomes aware of any error, omission, or defect in Spectrum's services.

2. Estimates of construction cost provided by Spectrum represent professional opinion and are subject to change and contingent upon factors over which Spectrum has no control. Spectrum does not guarantee the accuracy of such estimates.

3. Except as may be expressly provided otherwise by this Agreement, the client recognizes that Spectrum's compensation for any services rendered during construction contemplates one construction contract being let and construction completion within the time period set forth herein. Should for the date for completion of construction be exceeded through no fault of Spectrum by more than sixty (60) days, or more than one construction contract be let, Spectrum's compensation shall be increased for services rendered in relation to such additional contracts or beyond said time period. Spectrum is not responsible for the means, methods or sequences of construction or for the safety of workers or others at the construction site. Site observation visits are not inspections, are not exhaustive or continuous, and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. Spectrum is not responsible for the performance or non-performance of the Client or its subcontractors.

4. Spectrum shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of Spectrum, increase Spectrum's risk or the availability or cost of its professional or general liability insurance.

5. In providing services under this Agreement, Spectrum will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. Upon notice to Spectrum and by mutual agreement between parties, Spectrum will, without additional compensation, correct those services not meeting such a standard.

6. In recognition of the relative risks and benefits of the Project to both Client and Spectrum, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Spectrum to Client for any and all claims, losses, costs, and damages of any nature whatsoever and claims expenses from any cause or causes, including but not limited to attorneys' fees and costs and expert-witness fees and costs, arising from or relating to this Agreement so that the total aggregate liability of the Spectrum to the Client shall not exceed the Spectrum's total fee received for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including without limitation negligence, breach of contract, and strict liability. Further, Client releases Spectrum from any and all liability in excess of the limit stated herein.

7. As an express condition precedent to litigation of any claim, dispute, or other controversy by Client against Spectrum arising out of or in any way relating to this Agreement, Client shall obtain a sworn affidavit containing the written opinion of an independent and reputable design professional, holding the same license as Spectrum and practicing in Utah in the same design discipline as Spectrum, that Spectrum failed to meet the standard of care applicable to Spectrum's performance

8. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Spectrum and Spectrum's agents, employees, officers, directors, shareholders, insurers, and consultants from and against any and all claims, losses, costs, and damages of any nature whatsoever, including reasonable attorneys' fees, of third parties arising from or relating to the project or the services the Spectrum performs under this Agreement, except if such claims, losses, costs, and damages are adjudged to arise from the negligence or willful misconduct of Spectrum.



9. Notwithstanding any other provision of this Agreement, Spectrum will not be liable to Client for any special, consequential, incidental, or penal losses or damages whatsoever, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of Client or its customers, whether or not Spectrum has been advised of the possibility for such damages.

10. All drawings, specifications, tracings, notes, data and other documents Spectrum prepares are instruments of its professional service, for which Spectrum shall retain the copyright. Such instruments are prepared and intended only for use as an integrated set on the Project and for the limited purposes specified. Modification without Spectrum's prior express written consent shall be at the Client's sole risk. The Client shall hold harmless, indemnify and defend Spectrum from and against any and all claims and/or liability arising out of any such non-permissive modification or use without Spectrum's involvement.

11. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Spectrum, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Spectrum shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

12. Spectrum shall present an invoice covering current services performed each month. Payment is due upon receipt of statement. Interest shall accrue on past due accounts at the rate of 1.5% per month. Spectrum may, at its sole discretion and without notice, suspend or terminate its services under this Agreement should the Client not pay any amount invoiced within forty-five (45) days of invoice.

13. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Client upon at least seven days written notice to Spectrum, in the event that the project is permanently abandoned. If this Agreement is terminated through no fault of Spectrum, Client shall pay Spectrum for services performed and reimbursable expenses incurred in accordance with the Agreement together with a Termination Adjustment equaling 15% of the estimated fee remaining to be earned at the time of termination, to account for Spectrum's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

14. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Spectrum. Spectrum's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Spectrum because of this Agreement or the performance or nonperformance of services hereunder. The Client and Spectrum agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.



General Notes:

1. Any additional engineering work not included above will be billed as additional fees at the hourly rates listed below, unless other fee arrangements are made. Spectrum will not proceed with additional work without the approval of the Client.

2. Professional Engineer's liability is limited to code-related errors. Spectrum is not installing the mechanical, electrical or plumbing equipment and therefore assumes no liability resulting from improper operation of equipment. Spectrum assumes that complete information for project will be provided and assumes no liability for omissions resulting from insufficient information provided to Spectrum.

3. Spectrum is entitled to rely on the accuracy and completeness of directions, services, and information the Client furnishes to Spectrum.

4. The Client acknowledges that accelerated, phased or fast-track scheduling carries with it associated risks. Such risks include the Client incurring costs for Spectrum to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the removal and replacement of previously installed work. If Client undertakes accelerated, phased or fast-track scheduling, Client agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5. This Agreement applies to all services Spectrum performs for the Client for the Project, including any services Spectrum performs prior to the date of this Agreement.

Spectrum will review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Spectrum's action will be taken in accordance with the submittal schedule approved by Spectrum or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in Spectrum's professional judgement to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the Contract Documents. Spectrum's review of the contractor's submittals shall not relieve the contractor of its contractual obligations. Spectrum's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Spectrum, of any construction means, methods, techniques, sequences or procedures. Spectrum's approval of a specific item shall not indicate approval of an assembly of which the item is a component.



2020, 2021, & 2022 UTAH
BEST OF STATE
 ELECTRICAL ENGINEERING
 MECHANICAL ENGINEERING

September 7, 2022
 TOOELE COUNTY ADMIN BUILDING
 Tooele County

Authorization to Proceed:

This proposal remains open for a period of 60 days from the date of the proposal.

Client has read and understood the terms and conditions set forth in this Agreement and agrees that such items are hereby incorporated into and made a part of this Agreement.

Having read, understood and agreed to the foregoing, the Client, by and through its authorized representative, has accepted the terms of this Agreement effective this _____ day of _____, 2022.

By signing below, I hereby accept this proposal from SPECTRUM ENGINEERS, INC. as the basis for preparing a consulting contract as indicated above. If this proposal is not signed and SPECTRUM ENGINEERS, INC. is instructed to proceed with the work, this proposal will form the basis of the agreement between us. If a separate agreement is later signed for this project, then this proposal letter with associated terms and conditions will automatically be incorporated into the newly signed agreement. Where terms and conditions may conflict, the terms and conditions of this Agreement shall prevail.

Client Signature James A. Welch

Name & Title James A. Welch County Manager
10/19/22

Sincerely,

By: Ryan Boogaard

Ryan Boogaard, P.E. Principal Mechanical Engineer

APPROVED AS TO FORM:

Colin Winchester 10/12/2022
 Colin R. Winchester
 Deputy Tooele County Attorney

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

Ryan H. Boogard, being first duly sworn, deposes and says that he or she is
Principal Mechanical Engineer of Spectrum Engineers, the party making the foregoing bid.
The bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a
Tooele County officer or employee or former Tooele County officer or employee, or his or her
relative or business entity; 2) retained any person to solicit or secure this contract upon an
agreement or understanding for a commission, percentage, brokerage or contingent fee, other than
as exempted in the County conflict of interest ordinance; or 3) knowingly influenced (and hereby
promises that it will not knowingly influence) a Tooele County officer or employee or former Tooele
County officer or employee to breach any of the ethical standards set forth in the county conflict of
interest ordinance, title 1, chapter 11 of the Tooele County code.

Responsible Managing Officer _____

Title _____

Organization _____

Address _____

Principal Mechanical Engineer

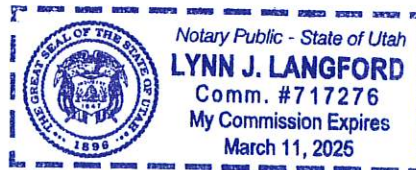
Spectrum Engineers, Inc.

324 S. State St #400 Salt Lake City, UT 84111

STATE OF Utah
COUNTY OF Salt Lake :SS

On this 7th day of September, 2022, personally appeared before me, Ryan H. Boogard
who being by me duly sworn did say that he or she is the Principal Mechanical Engineer
of Spectrum Engineers, Inc., and that the foregoing instrument was signed in behalf
of said entity by proper authority, and he or she acknowledged to me that said entity executed
the same.

NOTARY PUBLIC





Tooele County Council Agenda Item Summary

Department Making Request:

Facilities

Meeting Date:

10.18.22 Contract

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: 180 days

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 124,500

Item Title: HVAC Administration Building Design Agreement

Please answer the who? what? when? why?

The administration building's HVAC is broken. To get this fixed the first step is getting a design agreement in place. Spectrum Engineers was awarded the bid.

Project Basis of Fee:

Engineering Service	Fee
Division 21 - Fire Protection: Scope of work design	
Division 22 - Plumbing Engineering: Drainage, Domestic Water, Plumbing Fixtures, & Miscellaneous Plumbing systems	
Division 23 - Mechanical Engineering: Ventilation, Heating/Cooling, & Miscellaneous Mechanical systems	
Division 26 – Electrical power for mechanical systems	
Total Proposed Fee	\$124,500

List who needs copies when approved: