
SUBMITTED BY

UNION STUDIO

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Providence, RI 02903

CONTACT:

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Places of Value. *Value of Place.*

PROPOSAL APPENDIX



RFP RESPONSE FOR:

Westerly-Pawcatuck YMCA

*Architectural Services For Locker Room Renovation
& Family Locker Room*

Westerly-Pawcatuck YMCA | Westerly, Rhode Island

AUGUST 31, 2026



OUR MISSION

Using the power of design to enrich lives
and strengthen communities.

APPENDIX CONTENTS

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- CES's Collateral





Douglas Kallfelz AIA, LEED AP, CNU

Co-Founder & Managing Partner

As managing partner at Union, Douglas works directly with client leaders on a wide range of community design, residential, institutional, and civic projects. With more than 30 years of experience across a broad range of client and project types, Douglas brings a unique blend of business acumen, technical expertise, and design skill to those he serves. He has been the primary architect and Principal-in-Charge for many of the firm’s award winning affordable housing projects, sustainable communities, civic buildings, student housing, libraries and residences. Douglas blends his project leadership and design responsibilities with overall management and strategic planning for Union. His work embodies a commitment to contextually inspired design and enduring quality as the foundation of lasting value for communities and clients alike.

EDUCATION

Harvard University,
Graduate School of Design
Cambridge, MA
Master in Design Studies, 2003

Syracuse University
Syracuse, NY
Bachelor of Architecture, 1995
Cum laude with Honors

REGISTRATIONS & CERTIFICATIONS

Registered Architect
Licensed in: RI, MA, ME, NH, VT, SC

LEED Accredited Professional

RELEVANT EXPERIENCE



MIDDLEBURY COLLEGE STUDENT HOUSING
Monterey, California
An award-winning rural intervention provides new student residences for Middlebury’s prestigious Vermont campus.



MIDDLEBURY INSTITUTE FOR INTERNATIONAL STUDIES STUDENT HOUSING
Monterey, California
Rehabilitating a 50-year-old building creates walkable student housing with a more contextually sensitive character.



Douglas Kallfelz AIA, LEED AP, CNU



TIVERTON PUBLIC LIBRARY
Tiverton, Rhode Island
Complete master planning, programming and building design for a new public library. This library set the bar for new library design in the state.



SANDYWOODS FARM COMMUNITY CENTER & MIXED INCOME HOUSING
Tiverton, Rhode Island
Designed to combine affordable and market-rate housing with a working farm, mixed-use retail, art studio, gallery, and performance space.



HAMMETTS WHARF
Newport, RI
Historic waterfront infill. Full design services from masterplanning, entitlement, design and construction.

“Meaningful design begins with having a deep respect for the cultural values of the people and communities we serve. Listening first gives the greatest chance of creating buildings and places that enrich lives and strengthen connections.”

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
Member, *Current*
AIARI Architectural Forum
Vice President, *Current*
AIARI Chapter Past President, 2013

Harvard Alumni Real Estate Board
Board Member, *Current*

Urban Guild
Fellow, *Current*

Congress for New Urbanism (CNU)
Member, *Current*

SPEAKING ENGAGEMENTS

One Cape Summit, 2025 Keynote
Resilient Communities & Attainable Housing
25 years of partnership and transformation

Crafting Resilient Communities:
Lessons learned over 20 years of designing attainable housing in New England
AIA New Jersey, 2023

East Coast Rising: Shifting Resilience Planning from Guidelines to Implementation
CNU National Conference, 2022

Finding the “Missing Middle” in Housing
International Builder’s Show, 2018

Intentional Communities: History & New Applications for Clustered Development
Architecture Boston Expo, 2012

Sustainable Opportunities Across the Transect
CNU New England, 2011

Cottages on Greene: An Alternative Residential Development for the New Economy
GrowSmartRI, 2009

Smart Streets for Smart Growth: Rethinking Green Infrastructure in Cities and Towns
EcoBuild, 2009

COMMUNITY ENGAGEMENT

Warren Rhode Island Planning Board
Board Member 2012-13

ACE RI Mentorship Program
Advisory Board Member

Leadership Rhode Island
Member, ETA II Class



Kara Babcock AIA, CNU

Associate Principal

As one of Union’s longest-tenured employees, Kara has garnered experience on many of the firm’s most challenging architectural and urban design projects, most recently as project manager for the new and award-winning Hammetts Wharf Hotel in Newport, RI. Her project background spans a variety of types and sizes from workforce housing to public libraries, adaptive reuse, and an award-winning research exhibit on sea level rise in historic communities. With her degree in both architecture and fine arts, Kara takes great pride in balancing design aesthetics with the technical aspects that make our built world a reality. She delights in working closely with large, comprehensive project teams to shepherd a concept through to completion and has found the mission-based work at Union Studio to be personally rewarding.

EDUCATION

Roger Williams University
Bristol, RI
Master of Architecture

Roger Williams University
Bristol, RI
Bachelor of Science, Architecture

REGISTRATIONS & CERTIFICATIONS

Registered Architect
Licensed in: RI

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
Member, 2018-Current
RI Chapter, Board of Directors, 2018-2020

Congress for the New Urbanism (CNU)
Member, 2017-Current

RELEVANT EXPERIENCE



TIVERTON PUBLIC LIBRARY
Tiverton, Rhode Island

Complete master planning, programming and building design for a new public library. Referred to as the “Crown Jewel” of the Rhode Island public library system upon its completion, this library sets the bar for new library design in Rhode Island.



BOYS AND GIRLS CLUBS OF NEWPORT COUNTY
Newport, Rhode Island

Complete renovation and expansion of the headquarters incorporating childcare center, pool, gymnasium and educational facilities.

Kara Babcock AIA, CNU



HAMMETTS WHARF HOTEL
Newport, Rhode Island

Full architectural services from conceptual design to construction administration for a new mixed-use hotel in a historic downtown setting. The site was within a VE flood zone, adaptive construction techniques for sea level rise were implemented.



HYANNIS PUBLIC LIBRARY
Hyannis, Massachusetts

Addition and renovation of the historic Hyannis Public Library that honors its rich history while meeting modern needs.



VERANDA HOUSE RESTORATION
Nantucket, Massachusetts

After a catastrophic fire, the Veranda House was painstakingly restored to preserve its historic legacy while introducing modern safety and accessibility.

SPEAKING ENGAGEMENTS

The House of Seven Gables: A case study for historic building and campus adaptation plans
The Preservation in a Changing Climate Conference, September 2023
Traditional Building Conference, March 2026

Transforming Coastal Adaptation Narratives: Urban Resilience Beyond Survival
Congress of the New Urbanism National Conference, June 2025
AIA NH Learning Day, March 2026

Community-Centered Approaches to Climate Adaptation
Donner Foundation Speaker Series for the Aquidneck Island Land Trust, June 2025

COMMUNITY ENGAGEMENT

ACE RI Mentor Program
RI Chapter, Board of Directors, Current
Mentor for Office Experience Program, Current Mentor, 2011-2012

Roger Williams University
Frequent guest critic at design studios, 2011-present

DESIGNxRI - Design Forward Program
Advance Cohort, Fall 2017

“We have the privilege of influencing the fabric of spaces and places for everyone and it is our responsibility to ensure they meet the needs and help to overcome the challenges of the communities in which we are working.”



Taylor Hughes

AIA, CNU

Architect

Committed to a thoughtful, well-researched, and holistic approach to architecture, Taylor’s first consideration is for the people who will interact with the spaces she designs. She believes in using her skills as an architect to improve the world and create places with integrity. At Union, Taylor applies this same dedication to every project, from research and programming to client presentations and coordination. Outside of the office, Taylor serves as Vice-President / President Elect on the board of the American Institute of Architects Rhode Island chapter and as co-chair of the chapter’s Advocacy committee, which has brought her to the Statehouse in the past year to testify on legislation.

EDUCATION

Roger Williams University
Bristol, RI
Master of Architecture
Honors: *summa cum laude*

Roger Williams University
Bristol, RI
Bachelor of Architecture

REGISTRATIONS & CERTIFICATIONS

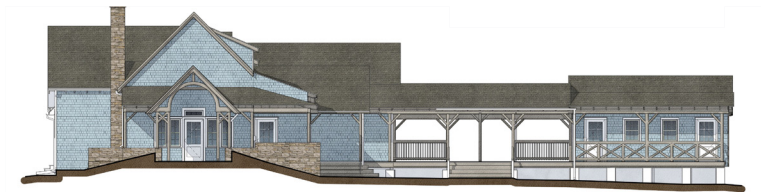
Registered Architect
Licensed in RI

RELEVANT EXPERIENCE



BOYS & GIRLS CLUB OF NEWPORT COUNTY
Newport, Rhode Island

A major renovation and expansion of the historic Thayer School building will revitalize the Boys & Girls Clubs of Newport County and expand vital youth programs.

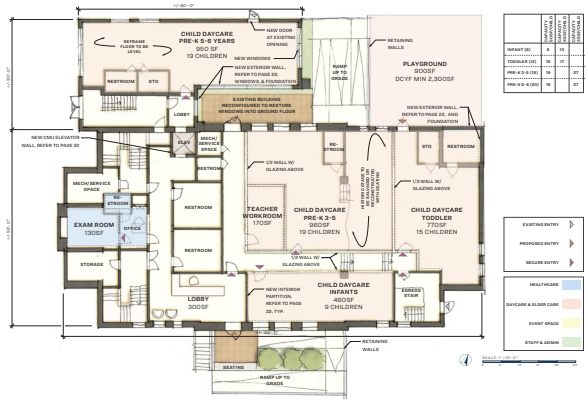


CAMP ROCKY FARM
Newport, Rhode Island

An accessible, year-round destination where Girl Scouts can adventure, learn, and connect with nature and community.

Taylor Hughes

AIA, CNU



VERANDA HOUSE RESTORATION
Nantucket, Massachusetts

After a catastrophic fire, the Veranda House was painstakingly restored to preserve its historic legacy while introducing modern safety and accessibility.



SOUTHSIDE COMMUNITY LANDTRUST HEADQUARTERS
Providence, Rhode Island

Renovated a 12,000 sq ft, 1850s livery into headquarters for Southside Community Land Trust, featuring a USDA produce packing center and commercial kitchen.

PROFESSIONAL AFFILIATIONS

American Institute of Architects,
Rhode Island Chapter
Vice President / President-Elect, 2026-Present
Young Architect Director, 2023-2025

Congress for the New Urbanism (CNU)
2024-Present

COMMUNITY ENGAGEMENT

AIARI
Advocacy Committee Co-Chair, 2025-Present
Honor & Design Awards Committee, 2021-present

AIA Chapters of New England
Design Award Committee, 2022

SPEAKING ENGAGEMENTS

Young Architects Forum:
Bridging Generations
AIA25, 2025
Boston, MA

Thoughtful, principled, and committed to architecture that improves our daily lives.



Majaya Powell AIA

Designer

Originally from Oklahoma, Majaya moved to Philadelphia at 17 and found her calling in architectural design. Drawn to Union’s mission-driven approach, she shares the firm’s commitment to designing spaces that benefit both people and the planet — with a particular passion for circular design principles that allow buildings to evolve, adapt, and be deconstructed thoughtfully rather than demolished wastefully. Beyond her professional work, Majaya is dedicated to design education and has taught through DesignPhiladelphia to help cultivate the next generation of designers. When away from the studio, she can be found photographing nature, crocheting, making jewelry, or crafting collages and paintings.

EDUCATION

Temple University
Philadelphia, PA
Bachelors of Science in
Architectural Design

REGISTRATIONS & CERTIFICATIONS

Certificate in Interior Design
Temple University

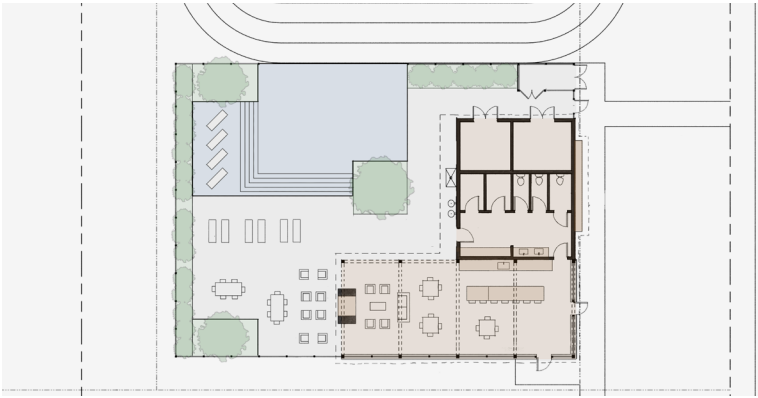
Firmly believes
that intentional
design starts with
understanding why
we create in the
first place.



RELEVANT EXPERIENCE



BOYS & GIRLS CLUB OF NEWPORT COUNTY
Newport, Rhode Island
A major renovation and expansion of the historic Thayer School building will revitalize the Boys & Girls Clubs of Newport County and expand vital youth programs.

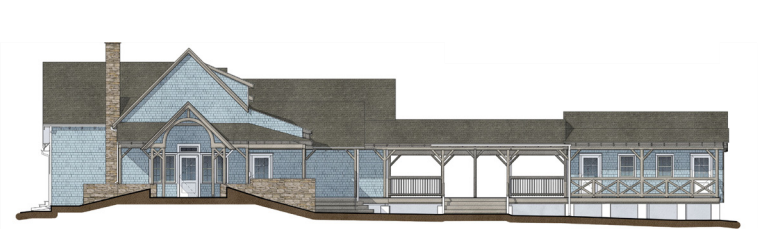


HENLOPEN BLUFF COMMUNITY BUILDING
Lewes, Delaware
New construction amenity building for a full-time residential community, with construction beginning in 2026.

Majaya Powell AIA



SAVING THE HENRY O. TANNER HOUSE
Philadelphia, Pennsylvania
Restoring a National Historic Landmark to honor Black cultural heritage and serve the North Philadelphia community.



CAMP ROCKY FARM
Newport, Rhode Island
An accessible, year-round destination where Girl Scouts can adventure, learn, and connect with nature and community.

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
Member, 2025–present

COMMUNITY ENGAGEMENT

Design Education
Design Philadelphia, 2024

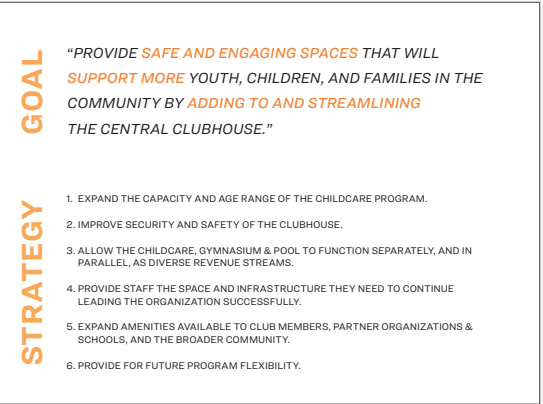
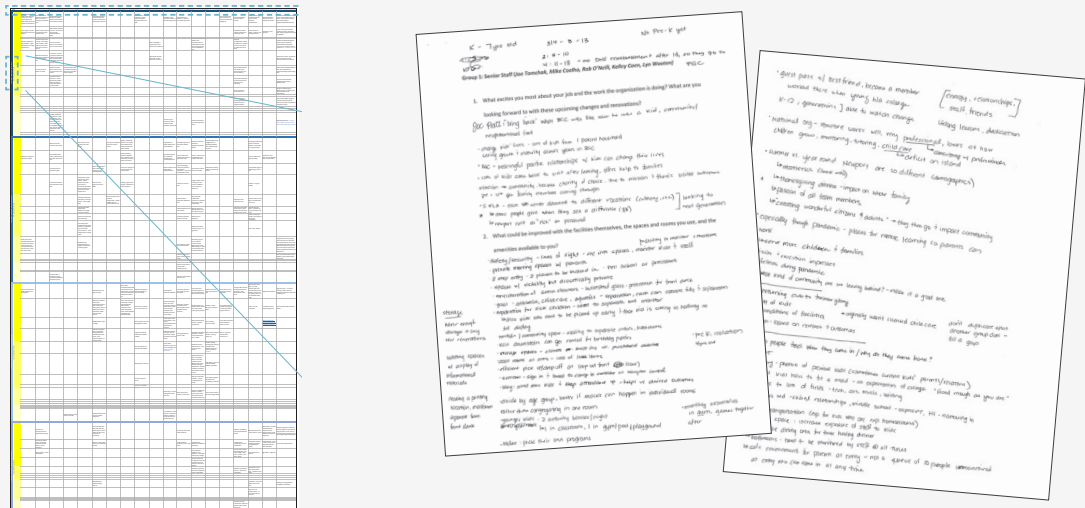
Friends of the Tanner House
Engagement Sessions, 2025 & 2026

Cradles to Crayons
Volunteer, 2026–present

How Programming Becomes a Place: *Listening, Drawing, Shaping*

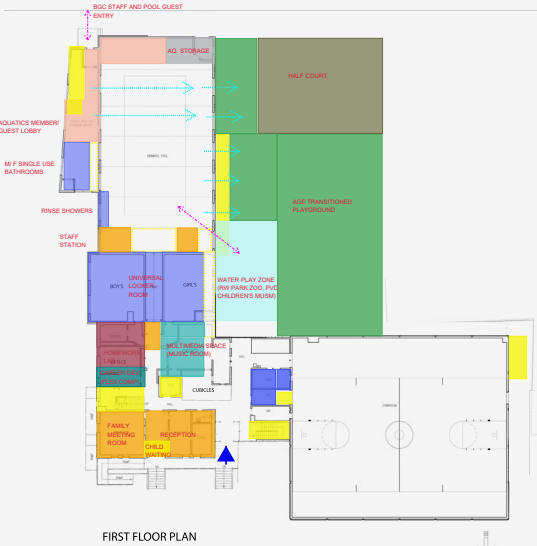
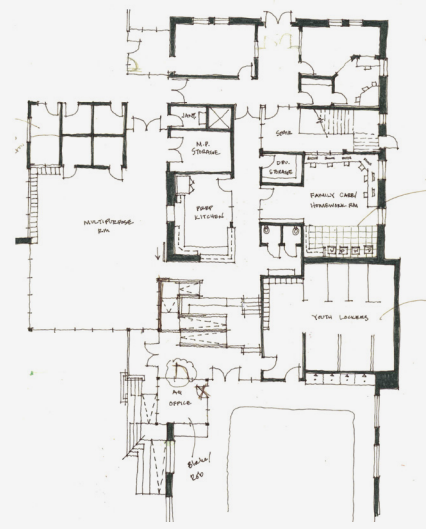
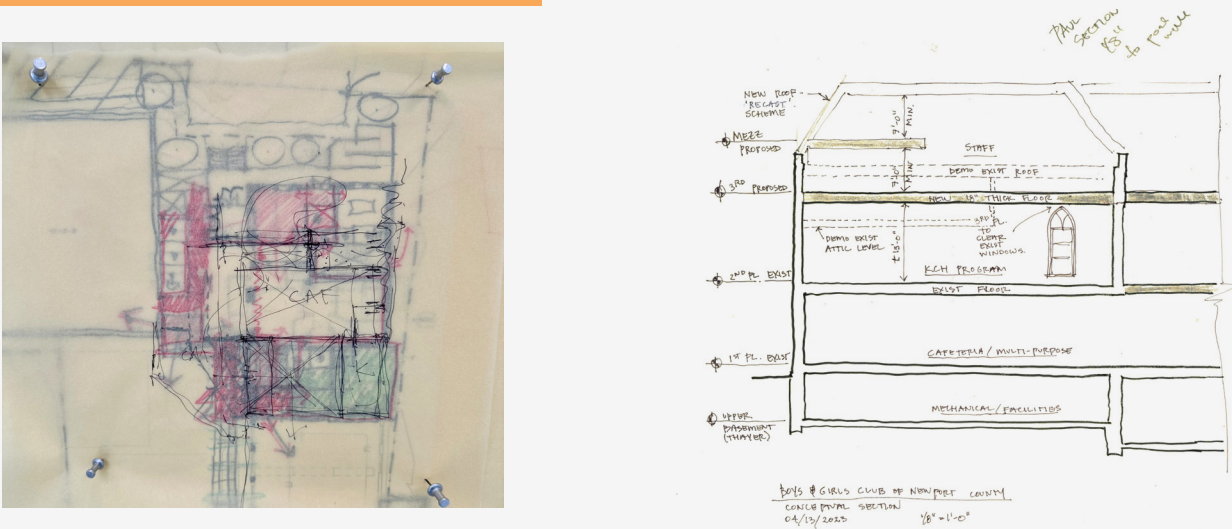
Listening — Gathering Voices, Defining Goals

Programming begins in conversation. We meet with the people who know a place best—leadership, staff, partners, neighbors—and let their priorities surface. The matrix that emerges becomes a compass: voices and values that will guide every decision ahead.



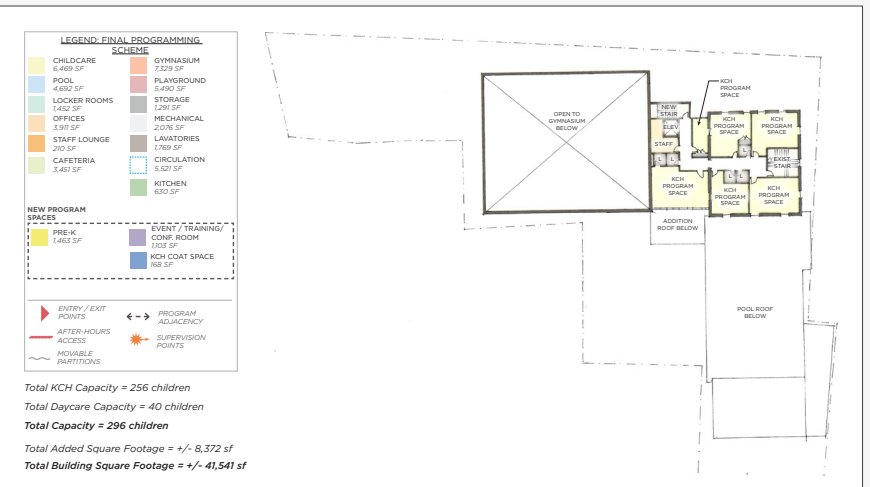
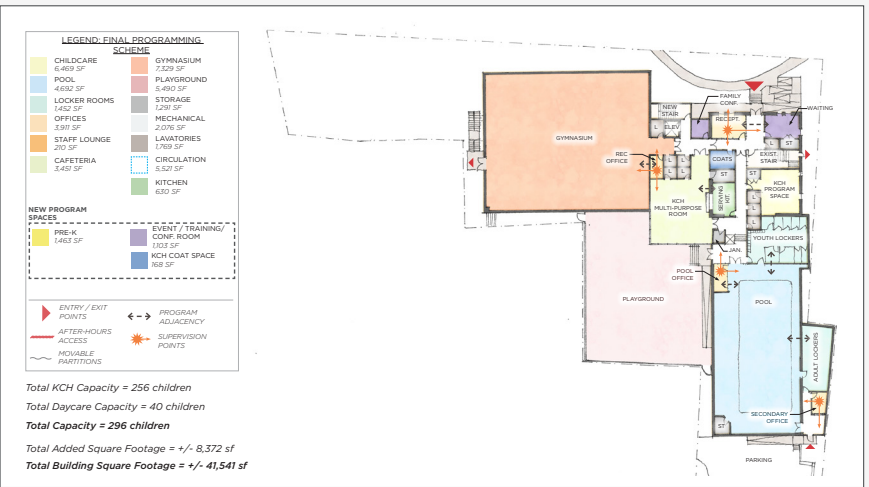
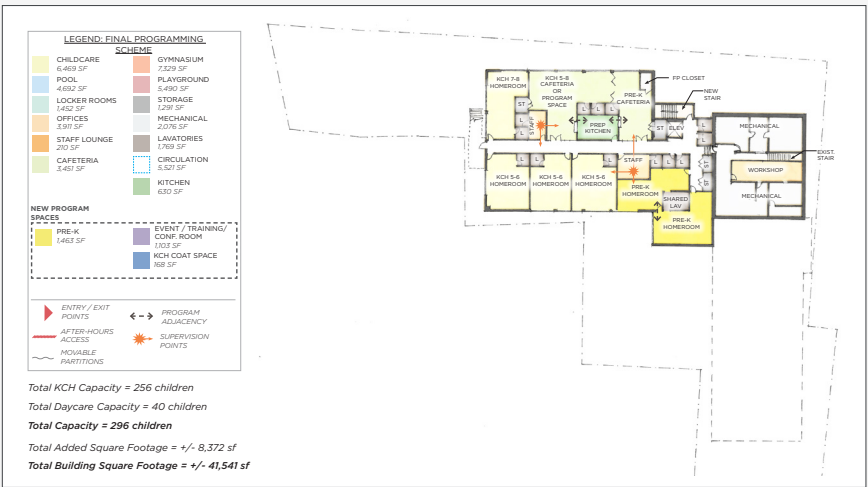
Drawing — Sketch, Trace, Iteration

Ideas are tried and tried again. Plans pushed, sections drawn to test a roofline, a stair, a third floor. Layers laid over layers, set aside, returned to. The building's logic emerges and the program finds its shape in the patient back-and-forth of testing what fits.



Shaping — Final Programming Scheme

The program finds its place in plan. Color-coded zones, adjacencies, supervision points, entries—every decision from the work that came before now lives in a room with a door and a window. The building, in plan, has found its footing.



Compensation: High-level Fee Breakdown

Refer to Exhibit A Bid Form excel spreadsheet for full fee information.

Assumed construction cost	\$2,200,000	Not finalized per RFI A-001. Union Studio's assumption for fee development.
Architectural fee as % of construction	9.0%	Typical 8%-10% architectural for renovation of this type.
Consultant fees (CES + e2)	\$49,700	
Total A/E fee	\$246,700	Architectural plus consultants, excluding reimbursables .
Total A/E as % of construction	11.2%	Industry band is 9%-13% for MEP-heavy occupied renovation.

Basis of Proposal and Assumptions

This proposal is based on the following assumptions. Should conditions differ materially, we will notify the Owner and request an equitable adjustment to fee or schedule.

1. CONSTRUCTION BUDGET. The construction budget has not been established at the time of this proposal, per RFI A-001. Our fee is based on an assumed construction cost of approximately \$2.2 million for the locker room renovation scope described in the RFP. If the Owner’s final construction budget or the resulting scope differs materially from this assumption, we will discuss an appropriate adjustment to our fee prior to proceeding.

2. PROJECT AREA. Our scope is based on the four existing locker rooms totaling approximately 3,482 square feet, as described in Schedule 1, together with the existing 770 square foot Family Locker Room.

3. FAMILY LOCKER ROOM REPURPOSING. Our Programming and Conceptual Design fee includes evaluation of the existing 770 square foot Family Locker Room and conceptual-level study of options for its repurposing, so that the Owner has the information needed to make a decision on the consolidation strategy. Should the Owner elect to modify or renovate that space, design of those modifications through Construction Administration will be provided as an Additional Service and incorporated into the design phase fees at that time.

4. CONSTRUCTION PHASING. Our fee assumes a single construction phase, with the locker rooms taken out of service for the duration of the work, and construction performed during normal working hours. Should the Owner require phased construction to maintain partial locker room availability, or require night or weekend work, the additional documentation, coordination, and Construction Administration effort will be provided as an Additional Service.

5. EXISTING DOCUMENTATION. Current as-built documentation is available as hard copies at the facility, per RFI A-005. We have included field verification of existing conditions within the locker room area at a level appropriate to the design work. Laser scanning of the building is priced separately under Potential Add Services and is not included in the base fee.

6. BIDDING AND PERMITTING. Exhibit A does not include a separate Bidding or Permitting line. Bid period services, including response to bidder questions and issuance of addenda, are carried within the Construction Documents fee. Permit application and review fees are by the Owner.

7. CONSTRUCTION ADMINISTRATION. Our Construction Administration fee is based on a construction period of five (5) months per Scalora’s schedule and includes eleven (11) site visits with written field reports. Additional site visits will be invoiced hourly at the rates provided. Per RFI A-003, the General Contractor will provide construction contract administration software.

8. MECHANICAL SCOPE. Per RFI A-007, existing HVAC Unit 14 will be replaced by the Ocean Community YMCA directly and is not included in our design scope. We have relied on the HVAC Due Diligence Report provided under RFI A-006.

9. CONSULTANT SCOPE. Structural and MEP/FP engineering are included as shown on Exhibit A. Code consulting is provided by the Architect. Acoustics, signage and wayfinding, audio/visual and IT design, hazardous materials survey and abatement design, geotechnical investigation, and site survey are not included and are available as Additional Services.

10. RENDERINGS. Per RFI A-004, additional fundraising support is not required at this time. Professional renderings are priced per rendering under Potential Add Services.

5. Contract Acceptance

Locker Room & Family Locker Room Renovations, Westerly-Pawcatuck YMCA

STATEMENT OF CONTRACT ACCEPTANCE

Union Studio Architecture & Community Design has reviewed the sample Agreement for Services provided as Exhibit B to the Request for Proposal, together with the Child Abuse Prevention Policy and Code of Conduct attached to it. We accept the Agreement in principle and are prepared to execute it, subject to the clarifications and revisions outlined below.

The items marked Essential concern provisions that, as currently written, either fall outside what professional liability insurance will cover or depart from established practice for design services. The items marked Requested are commercial alignments we would appreciate but do not consider conditions of agreement. We are confident all of them can be resolved quickly, and we are happy to work directly with the YMCA's counsel to do so.

PROVISIONS ACCEPTED AS WRITTEN

We accept the following without change:

- Section 1.4, Compliance with Law
- Section 1.5, Youth Protection and Safety, together with the Child Abuse Prevention Policy and Code of Conduct at Exhibit A
- Section 1.6, Changes, on the understanding that the YMCA will respond to written change requests within a reasonable period so that the Project schedule is not affected.
- Section 2.1, Fees, including payment of invoices within thirty (30) days. This supersedes the fifteen (15) day term in our standard conditions.
- Section 2.4, Taxes
- Section 3, Confidentiality
- Section 6.1, Term, and Section 6.3, Termination for Cause
- Section 10, General Provisions, including independent contractor status, assignment, notices, entire agreement, Rhode Island governing law, and electronic signatures, subject to the single comment on Publicity below.

REQUESTED CHANGES

Listed in the order the provisions appear in the Agreement.

1. Section 1.2 - Performance Standard [Essential]

Concern: The provision requires services consistent with generally accepted industry standards. Read together with Section 5, which states that services will conform to the applicable Work Order, this reads as a warranty of results. Professional services are not warranted; they are performed to a standard of care, and professional liability insurance responds only to breaches of that standard.

Requested change: Substitute the following: “Service Provider shall perform the Services with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar conditions at the same time and in the same locality. No warranty, express or implied, is made or intended.” Apply the same qualification to Section 5.

2. Section 1.3 – Personnel and Subcontractors [Requested]

Concern: Subcontracting requires the YMCA's prior written consent. Our proposal identifies CES Engineering Services RI, LLC and e2 engineers as our consultants, and the RFP treats submission of names as a commitment to retain them.

Requested change: Confirm that the consultants identified in our proposal are approved as of execution, and that consent for any replacement will not be unreasonably withheld.

3. Section 1.7 – Acceptance [Essential]

Concern: The provision requires correction of nonconforming deliverables at no additional cost and, where correction is not feasible, permits termination and a refund for affected services. A refund of professional fees for services already performed is not an available remedy under professional liability coverage and is inconsistent with the standard of care.

Requested change: Revise to read: “Service Provider shall correct, at no additional cost, any Services that fail to meet the standard of care set forth in Section 1.2.” Delete the refund remedy. The fifteen (15) day review period is acceptable.

4. Section 2.2 – Expenses [Requested]

Concern: Reimbursable expenses are payable only if expressly approved in writing in advance. Item by item pre-approval of printing, travel and similar costs across a project of this duration would create administrative burden for both parties.

Requested change: Approve a reimbursable expense allowance at the start of each phase, invoiced as incurred against that allowance with supporting documentation. Confirm that reimbursable expenses are billed at cost plus ten percent (10%), consistent with our proposal.

5. Section 2.3 – Not-to-Exceed Amount [Requested]

Concern: The provision caps the YMCA's obligation at the amount stated in the Work Order. Our proposal identifies Additional Services that may be authorized during the Project.

Requested change: Confirm that Additional Services approved in writing under Section 1.6 increase the Not-to-Exceed amount accordingly.

6. Section 4 – Ownership [Essential]

Concern: The provision makes all deliverables the property of the YMCA as works made for hire and assigns all remaining rights to the YMCA. Architectural drawings and specifications are instruments of service. Transferring ownership of them is not standard practice, and it exposes both parties to risk if the documents are later reused on a different project or a future modification without the Architect's involvement.

Requested change: Replace with the following: the Architect retains ownership of the drawings, specifications and other documents prepared under this Agreement as instruments of service. Upon payment in full, the Architect grants the YMCA a perpetual, non-exclusive, irrevocable license to use, reproduce and retain those documents for the construction, use, occupancy, maintenance, repair and future modification of this Project. Reuse on any other project, or use for modifications to this Project without the Architect's involvement, is at the YMCA's sole risk and without liability to the Architect.

7. Section 6.2 – Termination for Convenience [Requested]

Concern: The provision allows the YMCA to terminate at any time upon written notice, without a notice period, and is not mutual.

Requested change: Provide for seven (7) calendar days' written notice, make the right mutual, and confirm that upon termination the Architect is paid for all Services performed and reimbursable expenses incurred through the effective date, together with reasonable costs of orderly termination.

8. Section 7 – Indemnification [Essential]

Concern: As written, the indemnity extends to any and all claims of whatsoever kind or nature arising out of, resulting from, or which would not have occurred or existed but for the Agreement, including claims merely alleged, and includes the duty to defend. It is not limited to claims caused by the Architect's negligence. An indemnity of this breadth is a contractual assumption of liability, which professional liability policies generally exclude, so the obligation would be uninsured. We are also advised that Rhode Island law restricts indemnification for another party's own negligence in construction contracts, and we would ask the YMCA's counsel to consider that provision.

Requested change: Revise to the following substance: “Service Provider shall indemnify and hold harmless OCY, its officers, agents and employees from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors or omissions of Service Provider or those for whom Service Provider is legally responsible in the performance of the Services.” Delete the duty to defend, or limit it to reimbursement of defense costs to the extent of the Architect's established negligence. We accept that claims arising from the conduct of our own personnel, including any claim of misconduct involving minors, fall within this indemnity.

9. Section 8 – Limitation of Liability [Essential]

Concern: The provision caps liability at fees paid under the applicable Work Order but excepts indemnification obligations from that cap. Because Section 7 is drafted broadly, the exception removes the cap for most foreseeable claims. We support the mutual waiver of indirect and consequential damages and ask only that the cap operate as intended.

Requested change: Retain the mutual waiver of indirect and consequential damages. Apply the aggregate liability cap to all claims, including those arising under Section 7 as revised, or in the alternative set the aggregate cap at the limits of the Architect's professional liability insurance.

10. Section 9 – Insurance [Essential]

Concern: The provision requires a certificate naming the YMCA as Additional Insured without exception. Professional liability and workers' compensation policies cannot name additional insureds. The provision also does not specify professional liability coverage, which is the coverage most relevant to design services.

Requested change: Except workers' compensation and professional liability from the Additional Insured requirement. Add professional liability coverage at not less than \$2,000,000 per claim, maintained in force for three (3) years following substantial completion. We will name the Ocean Community YMCA as Additional Insured on commercial general liability and automobile liability, provide thirty (30) days' notice of cancellation or material change, and include a mutual waiver of subrogation to the extent of insurance proceeds. Certificates for Union Studio and for both consultants will be provided prior to commencement.

11. Section 10 – Publicity [Requested]

Concern: Use of the YMCA's name or logo requires prior written approval. Publication of completed work is customary for architectural practices and supports both firms' visibility.

Requested change: Permit the Architect to publish photographs and descriptions of the completed Project for professional, awards and marketing purposes, subject to the YMCA's reasonable approval, excluding any images in which members or minors are identifiable, and with the YMCA credited as Owner.

12. New Provision – Dispute Resolution [Requested]

Concern: The Agreement does not address how disputes are resolved. In the absence of a provision, any disagreement proceeds directly to litigation.

Requested change: Add the following: the parties will first meet with persons holding decision-making authority and negotiate in good faith for thirty (30) days; if unresolved, the dispute will be submitted to mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to any further proceeding.

INCORPORATION OF THE PROPOSAL AS THE INITIAL WORK ORDER

The Agreement operates through Work Orders, and Section 1.1 provides that each Work Order identifies the services, deliverables, schedule and fees. Our proposal contains a scope of services, a schedule, a fee, and a set of assumptions and exclusions that together define what we have priced.

We ask that the proposal, including its Basis of Proposal and Assumptions and its Exclusions, be attached to and incorporated into the Agreement as the initial Work Order, and that in the event of conflict between the Agreement and the Work Order, the scope, schedule, fee, assumptions and exclusions stated in the Work Order govern.

CLOSING

We appreciate the YMCA's willingness to review these comments. We would welcome the opportunity to discuss them with the YMCA and Scalora Consulting Group at the interview stage or immediately following award, and we do not anticipate that any of them will delay execution.

UNION STUDIO ARCHITECTURE & COMMUNITY DESIGN'S
SHORT-FORM CONTRACT FOR CONSIDERATION





Kara Babcock
Associate Principal
Union Studio Architecture & Community Design
160 Mathewson Street
Suite 201
Providence, RI 02903

RE: Locker Room & Family Locker Room Renovations, Westerly-Pawcatuck YMCA
95 High Street, Westerly, RI 02891

August 31, 2026

Dear Paul,

We are excited about the opportunity to provide the architectural services outlined below and look forward to the opportunity to work with you, the YMCA and Scalora on the renovation of the locker rooms at the Westerly-Pawcatuck YMCA.

For the purposes of the proposal the parties to this Agreement are the Ocean Community YMCA, hereinafter called the “Owner”, and Union Studio Architecture & Community Design, Inc. hereinafter called the “Architect”, for the architectural services stipulated below.

PROJECT UNDERSTANDING

Based on the Request for Proposal for Architectural Services issued by Scalora Consulting Group on behalf of the Ocean Community YMCA dated June 5, 2026, the RFI responses issued June 18, 2026, the project site visit and walkthrough at the Westerly-Pawcatuck YMCA, and our subsequent discussions with the Owner and Scalora Consulting Group, we understand this Project to consist of the following major components:

- Renovation of the existing Men’s, Women’s, Boys’, and Girls’ locker rooms at the Westerly-Pawcatuck branch, located on the lower level of the building and totaling approximately 3,482 square feet across four separate spaces.
- Evaluation of the size, layout, and fixture counts of each locker room against current member usage, and evaluation of the concept of combining the existing Boys’ and Girls’ locker rooms into a single Family Locker Room.
- Evaluation of the existing 770 square foot Family Locker Room and conceptual-level study of options for its repurposing.
- Resolution of ongoing water-related issues resulting from deterioration of grouting, aging plumbing hardware, and compromised drainage systems.
- Review and modification of HVAC and ventilation systems serving the locker rooms, coordinated with the Owner’s direct replacement of existing HVAC Unit 14.
- Replacement of fixtures and shower stalls, improvements to durability and longevity of finishes and assemblies, and evaluation of sauna safety and future use.
- Improvements to member experience and access, and compliance with applicable building code and accessibility requirements.



The Owner’s construction budget has not been finalized as of the date of this proposal. For the purpose of establishing the Scope of Services and Fee set forth below, we have assumed a construction cost of approximately \$2,200,000.

SCOPE OF SERVICES

The Scope of Services that will be performed under this contract is:

PHASE 1 – Existing Conditions, Programming & Conceptual Design

- Project kick-off meeting with the Owner and Scalora Consulting Group; finalize and coordinate the project schedule.
- Stakeholder discussions with YMCA staff, board members, and select members to establish program requirements and operational priorities.
- Analysis of existing building functions and operations as they relate to the locker room areas, including fixture counts, member usage patterns, and circulation.
- Site visits and existing conditions assessment with the Architect’s MEP/FP and Structural consultants, including spot field verification of the locker room area against the Owner’s hard-copy as-built documentation. Base documents are developed from the Owner-furnished as-built drawings; the Architect does not warrant their accuracy and a measured survey is not included.
- Data synthesis, confirmation of program, and development of a written Needs Assessment.
- Development of concept design options bracketing different approaches and levels of intervention, comprising two (2) developed options and one (1) additional option presented diagrammatically, including evaluation of the Family Locker Room consolidation and conceptual-level study of repurposing options for the existing Family Locker Room.

Meeting(s): One (1) project kick-off meeting; up to three (3) stakeholder discussion sessions with staff, board, and select members; up to two (2) working sessions for existing building functions and operations analysis; two (2) draft review meetings; one (1) combined presentation of existing conditions findings, needs assessment, and concept design options.

Deliverable(s): Existing Conditions Report and Needs Assessment as a PDF file, in the form of a written memorandum with annotated plans and photographs summarizing observed conditions; concept design options with narrative and diagrams as a PDF file, comprising two (2) developed options and one (1) diagrammatic option. Measured survey drawings of the existing building are not a deliverable of this phase.

PHASE 2 – Schematic Design

- Refinement of the Owner’s preferred concept design option, incorporating feedback from the Phase 1 presentation and, if elected by the Owner, the results of high-level cost estimating. Development of the concept design options themselves is included in Phase 1; Phase 1 concludes at the presentation of conceptual options and hand-over to the cost estimator.
- Schematic-level floor plans, fixture layouts, partition types, and preliminary finish direction.
- Preliminary building code and accessibility review.
- Coordination with the Architect’s consultants, including a building systems narrative from the MEP/FP consultant and a structural narrative from the Structural consultant.

Meeting(s): One (1) coordination meeting with the Owner; one (1) presentation of the Schematic Design package.

Deliverable(s): Schematic Design package including plans, narrative, and consultant systems narratives as a PDF file.

PHASE 3 – Design Development

- Development of the preferred design, including floor plans, reflected ceiling plans, interior elevations, wet-wall and partition assemblies, fixture and finish selections, and outline specifications.
- Coordination with the Architect's MEP/FP and Structural consultants.
- Issuance of a 75% Design Development set for pricing.
- Participation in one (1) round of cost estimate review, analysis, and discussion with the Owner, Scalora Consulting Group, and the cost estimator.
- Participation in one (1) value engineering cycle, if required, to align the design with the Owner's budget, followed by finalization of the Design Development deliverable.

Meeting(s): Two (2) coordination meetings with the Owner and consultants; one (1) cost estimate review meeting; one (1) presentation of the 100% Design Development set.

Deliverable(s): 75% Design Development set for pricing and 100% Design Development drawings and outline specifications as PDF files.

PHASE 4 – Construction Documents

- Development of technical details, schedules, and specifications suitable for permitting, bidding, and construction with minimal changes expected in the field.
- Coordination with the Architect's MEP/FP and Structural consultants.
- Issuance of a 90% Construction Document set for permit application.
- Provision of signed and sealed drawings for the Owner's building permit application, and response to one (1) round of plan review comments on the Architect's documents. Preparation and filing of the permit application, attendance at meetings with the Authority Having Jurisdiction, and payment of permit fees are by the Owner.
- Response to bidder questions and preparation of addenda during the bidding and negotiation period.

Meeting(s): Two (2) coordination meetings with the Owner and consultants; one (1) draft review meeting.

Deliverable(s): 90% and 100% Construction Document drawings and Specifications as PDF files; addenda as required.

PHASE 5 – Contract Administration

- Review of shop drawings and product submittals for conformance with the design intent.
- Response to Requests for Information from the Contractor.
- Site observation visits at intervals of approximately two (2) weeks, with written field reports, for a total of up to eleven (11) site visits.
- Review and certification of the Contractor's Applications for Payment.
- Preparation of a punch list at Substantial Completion and review of close-out documentation.

Meeting(s): Up to eleven (11) site observation visits with associated project meetings; one (1) punch list walkthrough.

Deliverable(s): Field reports, submittal and RFI responses, and punch list as PDF files.

SCOPE OF SERVICES

This proposal is based on the following assumptions. Should conditions differ materially from those described below, the Architect will notify the Owner and request an equitable adjustment to the Fee or Schedule.

- **Construction Budget.** The Owner's construction budget has not been established. This proposal assumes a construction cost of approximately \$2,200,000 for the scope described above. Should the Owner's final construction budget or the resulting scope differ materially from this assumption, the parties will discuss an appropriate adjustment to the Fee prior to the Architect proceeding.
- **Project Area.** The Scope of Services is based on the four existing locker rooms totaling approximately 3,482 square feet, together with the existing 770 square foot Family Locker Room.
- **Family Locker Room Repurposing.** Conceptual-level study of options for repurposing the existing 770 square foot Family Locker Room is included in Phase 1. Should the Owner elect to modify or renovate that space, design of those modifications from Schematic Design through Contract Administration will be provided as an Additional Service and incorporated into the applicable design phases at that time.
- **Construction Phasing.** This proposal assumes a single construction phase, with the locker rooms taken out of service for the duration of the work and construction performed during normal working hours. Should the Owner require phased construction to maintain partial locker room availability, or require night or weekend work, the resulting additional documentation, coordination, and Contract Administration effort will be provided as an Additional Service.
- **Existing Documentation.** Current as-built documentation is available only as hard copies at the facility. Field verification of existing conditions within the locker room area at a level appropriate to the design work is included. Laser scanning of the building is not included and is priced separately as an Additional Service.
- **Cost Estimating.** Cost estimating services are not included in this proposal and are assumed to be procured directly by the Owner or by Scalora Consulting Group, both for the optional high-level estimate during Conceptual Design and for the Design Development estimate. The Architect's participation in one (1) estimate review at each stage is included.
- **Value Engineering.** The Fee includes participation by the Architect and its consultants in one (1) value engineering cycle during Design Development. Additional value engineering cycles, and any resulting redesign, will be provided as an Additional Service.
- **Existing Conditions Phase Duration.** The Fee assumes the Existing Conditions, Programming and Needs Assessment phase is completed within six (6) weeks of Notice to Proceed. Extension of this phase at the Owner's request will be provided as an Additional Service.
- **Design Changes After Construction Documents.** Changes in scope or building systems requested after the start of the Construction Documents phase will require additional service fees from the Architect's consultants due to the late stage of technical development, and will be provided as an Additional Service.
- **Structural Consultant Fee.** The Structural consultant's fee for Design Development through Contract Administration is carried as a budget allowance of \$10,000 and will be confirmed as a fixed fee upon completion of the Schematic Design structural narrative. Any increase over the allowance will be provided as an Additional Service.

- **Contract Administration Duration.** The Contract Administration fee is based on a construction period of five (5) months as set forth in the Schedule above, and up to eleven (11) site observation visits at intervals of approximately two (2) weeks. Services required beyond that duration or visit count will be invoiced as an Additional Service at the rates set forth in the Standard Terms & Conditions.
- **Bid Period Services.** Response to bidder questions and preparation of addenda are carried within the Construction Documents fee. The Architect's role during Bidding & Negotiation is limited to response to questions on the Architect's documents and issuance of addenda; participation in Guaranteed Maximum Price negotiation meetings is not included.
- **Permitting.** Permitting is by the Owner or the Owner's Representative. The Architect will provide signed and sealed drawings for the Owner's permit application and will respond to one (1) round of plan review comments on the Architect's documents. Preparation and filing of the application, attendance at meetings with the Authority Having Jurisdiction, payment of permit fees, and response to additional rounds of plan review comments are not included.
- **Mechanical Scope.** Existing HVAC Unit 14 will be replaced by the Ocean Community YMCA directly and is not included in the Architect's design scope. The Architect has relied on the HVAC Due Diligence Report provided by the Owner.
- **Construction Contract Administration Software.** Per the Owner's RFI response, the General Contractor will be responsible for providing construction contract administration software.
- **Schedule Basis.** The Schedule set forth below is measured from the date of Notice to Proceed and assumes a Notice to Proceed on or about September 7, 2026. Calendar dates will shift accordingly if Notice to Proceed occurs on a different date.

EXCLUSIONS: Unless stated otherwise, the following are excluded from the Scope of Services covered by this proposal. Should these or other services be requested by the Owner, they will be invoiced as Additional Services as described below.

- Existing Conditions drawings beyond the field verification described above
- Laser scanning or three-dimensional documentation of existing conditions
- Site Surveying
- Geotechnical Engineering
- HAZMAT / Environmental Engineering, including asbestos and lead paint survey, testing, or abatement design
- Exploratory or destructive demolition to verify concealed existing conditions
- Civil Engineering
- Cost Estimating Services
- Building or Site Security, i.e. cameras and/or low voltage access design
- Audio/ Visual, IT, telecommunications, data, and intercom systems design
- Acoustical Consulting and/or Detailing
- Signage and Wayfinding Design
- Energy modeling, commissioning, testing and balancing, or life cycle cost analysis
- Participation in utility energy efficiency rebate or incentive programs
- Carbon, materials or life cycle analysis
- Graphic illustrations/Renderings/3D perspective views (additional fee as indicated)
- Fundraising or capital campaign support, materials, and meetings

- Interior Design, FF&E procurement other than the finish and fixtures selections described above
- Design of the repurposing of the existing Family Locker Room beyond the conceptual-level study described above
- Design of construction phasing or temporary facilities to maintain locker room operations during construction
- Preparation and filing of the building permit application, and payment of permit and application fees
- Meetings with Authorities Having Jurisdiction
- Meetings for permitting and/or approval
- Response to more than one (1) round of plan review comments
- Presentations and meetings not specified in the Scope of Services above
- Hydrant flow test

SCHEDULE

The following schedule is measured from the date of Notice to Proceed and assumes a Notice to Proceed on or about September 7, 2026. Certain phases overlap as shown. The Owner and Scalora Consulting Group have acknowledged that the schedule set forth in the Request for Proposal, which called for completion of Construction Documents by December 2026, is no longer achievable given the timing of the architect selection process. The schedule below reflects the durations proposed in the Request for Proposal, with a shifted Notice to Proceed date.

Phase	Start Date	End Date	Duration
Existing Conditions, Programming & Needs Assessment	09/07/2026	10/16/2026	6 Weeks
Conceptual Design (feasibility & design options)	09/28/2026	10/30/2026	5 Weeks
Schematic Design	11/02/2026	11/13/2026	2 Weeks
Design Development	11/16/2026	02/12/2027	13 Weeks*
Construction Documents	02/15/2027	04/16/2027	9 Weeks
Procurement/ Bidding & Negotiation	04/19/2027	07/16/2027	13 Weeks
Contract Administration	07/19/2027	12/17/2027	22 Weeks
TOTAL (notice to proceed through substantial completion)			67 Weeks

*Design Development comprises approximately eight (8) weeks of active work — five (5) weeks of development and three (3) weeks of cost estimating — across a thirteen (13) week calendar window that accounts for estimator turnaround and the year-end holiday period. Phase durations shown elsewhere in this table are likewise expressed as calendar spans rather than weeks of active work.

The 100% Design Development deliverable date may shift by plus or minus four (4) weeks depending on the extent of value engineering required to align the design with the Owner's budget following receipt of the Design Development cost estimate.

BASE FEE STRUCTURE

Based on the definition of the Project provided to date, our Fee is \$246,700, plus Reimbursable Expenses as described in the Standard Terms & Conditions. The Fee is a fixed fee and is allocated by phase and discipline as follows:

Phase	Architectural	MEP/FP	Structural	Subtotal
Existing Conditions, Programming & Conceptual Design	\$40,000	\$2,500	\$4,000	\$46,500
Schematic Design	\$14,000	\$2,500	\$1,500	\$18,000
Design Development	\$35,000	\$6,000	\$3,500	\$44,500
Construction Documents (incl. bid period support)	\$60,000	\$11,200	\$4,000	\$75,200
Contract Administration	\$48,000	\$12,000	\$2,500	\$62,500
TOTAL FIXED FEE	\$197,000	\$34,200	\$15,500	\$246,700

The Fee above includes the services of the Architect’s Mechanical, Electrical, Plumbing and Fire Protection consultant (CES Engineering Services RI, LLC) and Structural consultant (e2 engineers). Lighting design is included within the MEP/FP scope. Building code consulting is provided by the Architect. Acoustics and Signage and Wayfinding are not included.

Reimbursable Expenses for the Existing Conditions, Programming and Conceptual Design phase are anticipated to be approximately \$1,500. Reimbursable Expenses for subsequent phases will be invoiced as incurred in accordance with the Standard Terms & Conditions.

ADDITIONAL SERVICES

The following services are excluded from the Fee above and are offered at the following rates should the Owner elect to include them.

If the Owner requires Additional Services by the Architect, or the Architect’s employees or consultants are required by you or by circumstances beyond our control, the Architect will undertake such services in accordance with a written agreement signed by the parties setting forth a mutual understanding as to the change. In the absence of a mutual agreement in writing, the Architect will notify the Owner prior to providing Additional Services.

Unless otherwise agreed in writing, Additional Services will be compensated on the basis of the time reasonably required by our personnel to perform such Additional Services, at the rates in the Billing Rate Schedule in the Standard Terms & Conditions. Compensation for Additional Services by the Architect’s consultants shall be the amount invoiced to the Architect plus 10%.

Potential Additional Service	Unit	Cost
Professional rendering for development / fundraising	each	\$3,000
Development / fundraising meeting (blended rate of \$180/hr for 4 hours, including travel; may be adjusted to time spent if held virtually)	each	\$720
Audio/Visual & IT systems design (CES proposal excludes telecom, security and intercom)	allowance	\$7,500
Professional rendering for development / fundraising	each	\$3,000
Development / fundraising meeting (blended rate of \$180/hr for 4 hours, including travel; may be adjusted to time spent if held virtually)	each	\$720
Laser scan of existing conditions, locker room area & immediately adjacent	lump sum	\$5,000 to \$6,500
Laser scan of existing conditions, full building, if requested	lump sum	\$9,000 to \$12,000
Reimbursable Expenses for phases subsequent to Programming / Conceptual	as incurred	cost + 10%

PAYMENT

Our billings will be presented every 30 days and based on our progress in the following phases, in accordance with the following assigned percentages of the Total Fee:

Phase	% of Total	Fee
Existing Conditions, Programming & Conceptual Design	18.8%	\$46,500
Schematic Design	7.3%	\$18,000
Design Development	18.0%	\$44,500
Construction Documents	30.5%	\$75,200
Contract Administration	25.4%	\$62,500
TOTAL	100%	\$246,700

Billings for hourly services will be based on the time spent by our personnel during the period covered by the invoice, accompanied by a statement of the hours logged to the Project during the billing period.

Payments on account of the Architect’s invoices shall be made within 15 days after the Owner receives the invoice. Data, accounts, and receipts reasonably substantiating the amounts invoiced will be provided at your request.

We hope that you will find this proposal to be acceptable and look forward to working with you on this Project. If the scope of Services and terms of this proposal as outlined herein are agreeable, please acknowledge and accept them with your signature below and return a signed copy to our office as your authorization for us to proceed. We are ready to begin work on this Project within one (1) week of your authorization. After acceptance of this proposal, we will prepare a formal contract.

If you have any questions or require further information, please feel free to contact me at (401) 272-4724.

Sincerely,



Kara Babcock ^{AIA}

Associate Principal

UNION

Acknowledged and accepted:

Signature: _____

Name: _____

Date: _____



UNION STANDARD TERMS & CONDITIONS

GENERAL PROVISIONS

The services to be performed by Union Studio Architecture & Community Design (the “Architect”) shall include any and all activities, services, efforts and actions required under this agreement, including those that are reasonably necessary to produce the deliverables required herein (the “Services”). The Services shall be completed in accordance with the requirements of this agreement. In addition, the Architect agrees to use its professional skill and judgment at all times to provide the Services in furtherance of your goals for the Project in terms of program, design, budget, time and quality. The Architect shall perform the Services expeditiously in accordance with the expertise, care and skill exercised by similarly credentialed professionals for projects of comparable size and complexity.

OWNER RESPONSIBILITIES

The Owner will furnish such surveys and reports that are known by the Owner to be in its possession, are directly relevant to the Services and are readily available to the Owner describing the existing conditions of the Project. The Owner makes no representations or warranties as to the accuracy of information that such surveys and reports may provide. The Architect may rely on such surveys and reports to the extent that it would be prudent to do so in the exercise of its professional judgment.

REIMBURSABLE EXPENSES

Reimbursable Expenses shall consist of the costs reasonably and necessarily incurred by the Architect and its employees in the proper performance of the Services, including but not limited to project-related travel; postage or messenger service; expense of reproduction of drawings, specifications and other documents for Owner’s use; and Owner requested reproduction, photographic reproduction, and expense of contracted renderings and models. For Reimbursable Expenses as described above, a multiple of 1.10 times the expenses incurred by the Architect, the Architect’s employees and consultants in the interest of the Project shall be applied.

UNION BILLING RATE SCHEDULE (effective 11/01/2025)

Unless otherwise agreed in writing, Hourly Services and Additional Services will be compensated on the basis of the time reasonably required by our personnel to perform such services, at the following hourly rates:

Partner	\$285 / hr	Principal / Director	\$265 / hr	Architect / Designer V	\$220 / hr
Architect / Designer IV	\$200 / hr	Architect / Designer III	\$160 / hr	Architect / Designer II	\$140 / hr
Architect / Designer I	\$120 / hr	Administrative	\$110 / hr	Intern	\$80 / hr

The foregoing hourly rates may be reasonably adjusted on a yearly basis in the ordinary course of business.

INSURANCE

The Architect shall maintain all forms of insurance required by law. The Architect shall also maintain insurance coverage for commercial general liability, errors and omissions, automobile liability and workers’ compensation by a carrier that is satisfactory to the Owner and licensed in the State of Rhode Island. The Architect shall ensure that any and all subconsultants engaged or employed by the Architect will carry and maintain similar insurance, unless



otherwise authorized in writing by the Owner. Upon request by the Owner, the Architect and its subconsultants shall submit proof of such insurance, naming the Owner as an additional insured (with the exception of workers’ compensation and errors and omissions), before submittal of the first invoice and shall maintain such insurance in full force and effect until three (3) years past completion of the Project. The insurance policies shall incorporate a provision under which the carrier(s) will endeavor to give written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policy(ies). The Owner and Architect waive all rights against each other and those for whom the other is responsible for any damage covered by insurance, and to the extent of actual recovery of insurance proceeds, excluding any applicable deductible amount(s).

TERMINATION AND SUSPENSION

Suspension: Either party may suspend or interrupt the Services in whole or in part for its convenience and without cause for such period as either party may require, upon not less than seven (7) days written notice, specifying the extent of the suspension, the effective date and, if known, the duration of the suspension.

Termination for Convenience: Either party may terminate this agreement in whole or in part for its convenience and without cause upon not less than seven (7) days written notice, specifying the extent of termination and the effective date. If the Owner terminates some or all of the Services for its convenience, the Architect shall receive compensation for Services performed as of the effective date of termination together with all Reimbursable Expenses properly incurred by the Architect as of the effective date of termination.

Termination for Cause: The Architect may terminate this agreement upon seven (7) days written notice in the event of a material breach of the terms of this agreement by the Owner, through no fault of the Architect, and provided such material breach is not corrected within said notice period. If the Architect terminates some or all of the Services for cause, the Architect shall receive, compensation for Services performed as of the effective date of termination together with all Reimbursable Expenses properly incurred by the Architect as of the effective date of termination. In addition, the Architect is entitled to all lost profits.

CLAIMS AND DISPUTE RESOLUTION

Claims: If a controversy or claim arises between the parties arising out of this agreement, prior to mediation or arbitration, the parties agree to convene a meeting of persons with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days, the parties have not resolved the dispute, they agree to submit the dispute to mediation with a mutually acceptable dispute resolution administrator in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

Dispute Resolution: If mediation proves unsuccessful, all claims, disputes or other matters in question shall be decided by arbitration administered by a mutually acceptable dispute resolution administrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the date when institution of legal proceedings would be barred by the applicable statute of limitation.

Limitation on Damages. The Owner expressly waives all rights, interest and claims against the Architect for indirect, incidental, special, punitive or consequential damages arising out of or relating to the Project.



MISCELLANEOUS PROVISIONS

Ownership of Deliverables. All documents including Drawings and Specifications furnished by the Architect pursuant to this agreement are instruments of the Services in respect to the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Use of any interim documents on such other projects or extension of this Project without a specific written verification or adoption by the Architect will be at the Owner's sole risk and without liability or legal exposure to the Architect. Any verification or adaptation by the Architect will entitle the Architect to further compensation at rates to be agreed upon by the Owner and Architect.

STRUCTURAL ENGINEER



PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES

OCEAN COMMUNITY YMCA – LOCKER ROOM RENOVATION

WESTERLY, RI

AUGUST 25, 2026
PREPARED FOR: UNION STUDIO

Taylor Hughes, AIA, CNU
Architect
Union Studio
160 Mathewson Street, #201
Providence, Rhode Island

Re: Proposal for Structural Engineering Services
Ocean Community YMCA – Locker Room & Family Locker Room Renovation
Westerly-Pawcatuck Branch
Westerly, RI.

Dear Taylor,

Per your request, **e2 engineers (Engineer)** is pleased to submit **Union Studio (Client)** the following proposal for structural engineering services associated with the Locker Room & Family Locker Room Renovations at the Ocean Community YMCA's Westerly-Pawcatuck Branch in Westerly, RI. This proposal is based on the Request for Proposal (RFP) for Architectural & Engineering Services issued by Scalora Consulting Group on behalf of the Ocean Community YMCA, dated June 5, 2026, and on our correspondence with Union Studio regarding the anticipated structural scope of work.

Based on the information provided to date, the project is understood to include the following:

- ❖ The project involves renovation of the existing locker room facilities at the Ocean Community YMCA's Westerly-Pawcatuck Branch in Westerly, RI, including the Men's, Women's, Boys', and Girls' locker rooms.
- ❖ The project will evaluate combining the existing Boys' and Girls' locker rooms into a single, Family Locker Room, in addition to renovating the existing Men's and Women's locker rooms.
- ❖ The locker rooms are currently configured within four separate spaces on the lower level of the building, with a combined area of approximately 3,482 s.f.
- ❖ The renovation is anticipated to include reconfiguration of existing concrete/CMU partition walls within the locker room areas to accommodate the revised layout.
- ❖ The renovation is anticipated to include replacement of existing rooftop HVAC units (RTUs) as part of coordinated MEP upgrades, which may require structural support modifications at the roof.
- ❖ Per clarification from Union Studio, the Existing Conditions Assessment is limited to the locker room area, immediately adjacent structure, and roofs where existing RTUs will be modified; it does not include an assessment of the building overall.
- ❖ No geotechnical investigation, hazardous materials survey, or exploratory (destructive) demolition information has been provided to the Engineer at this time.
- ❖ The Owner's anticipated project schedule, per the RFP, calls for Construction Documents to be completed by December 2026, with Construction Administration services extending through approximately August 2027.

Scope of Services

The Client and the Engineer have agreed to a list of services the Engineer will provide to the Client, set forth on the appended Scope of Services, Exhibit A.

If agreed to in writing by the Client and the Engineer, the Engineer shall provide Additional Services, which shall be labeled as Exhibit B, appended hereto. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services listed in Exhibit A. Payment for Additional Services will be made by the Client, in accordance with the Engineer's prevailing Fee Schedule.

Exhibit A

Per our correspondence and the Owner's Request for Proposal, the Engineer proposes to provide the following structural engineering services in two phases: (1) an Existing Conditions Assessment and Schematic Design structural narrative, provided as a fixed fee, and (2) a budget allowance for Design Development through Construction Administration services, to be confirmed as a fixed fee once the Schematic Design scope is finalized.

- 1. Existing Conditions Assessment: Perform one (1) site visit to visually observe and document existing, readily accessible structural conditions—including concrete/CMU partition walls, floor slab, and roof framing—within the locker room area and immediately adjacent structure, and at roof areas where existing RTUs are anticipated to be modified. The assessment is limited to these areas and does not include an assessment of the building overall. The Engineer shall prepare an Existing Conditions Assessment memorandum summarizing observed conditions.
- 2. Schematic Design (SD) Structural Narrative: Prepare a structural narrative describing the anticipated structural scope of work for the project, including anticipated modifications to existing concrete/CMU partition walls and structural support requirements associated with replacement rooftop HVAC units (RTUs).
- 3. Structural Engineering Services: Participate in virtual design meetings with the project team as required during the Schematic Design phase.
- 4. Structural Engineering Services (Design Development through Construction Documents – Budget Allowance): Structural code review, analysis, and design of modifications to existing concrete/CMU partition walls and other structural elements affected by the renovation, and structural evaluation and design of roof framing reinforcement/support, as required, for replacement RTUs.
- 5. Structural Engineering Services (Budget Allowance): Preparation of structural demolition, framing, and foundation (as applicable) plans, sections, and details for permitting, bidding, and construction.
- 6. Structural Engineering Services (Budget Allowance): Preparation of technical specifications for structural components of the project.
- 7. Construction Administration Services (Budget Allowance): Construction Administration (CA) services, which include the review of shop drawings, product submittals, and

inspection/test reports during construction for work associated with the structural elements designed by the Engineer. CA shall include the following:

- a.) Singular review of shop drawings for structural steel, concrete reinforcing, and concrete masonry unit reinforcing associated with the Engineer's design.
- b.) Review and response of Request(s)-For-Information (RFI) for clarification of structural plans, sections, details, and specifications.
- c.) Construction Oversight Services: Construction Oversight (CO) services are strongly recommended. The Engineer will provide up to two (2) site visits during the construction phase, along with field reports of observed conditions and identification of any issues that may arise and require the attention of the Client. Additional site visits will be charged per the Engineer's Hourly Fee Schedule.

Based on the Engineer's current understanding of the project scope, below is a proposed schedule of costs:

Existing Conditions Assessment & Schematic Design Structural Narrative (Fixed Fee) Items 1-3:	\$5,500
Design Development through Construction Administration (Budget Allowance) * Items 4-7:	\$10,000

**The Design Development through Construction Administration fee is a preliminary budget allowance, not a fixed fee, based on the Engineer's understanding that the structural scope of this project is minor. This allowance is based on an estimate of hours using the hourly rates listed below and will be refined, or provided as a revised fixed-fee proposal, once the Schematic Design structural narrative and scope have been finalized with the Client. When the Engineer reaches 75% of this allowance, we will notify the Client. No work will be performed beyond the fee provided unless additional fee is agreed upon in writing with the Client.*

Exhibit B - General Exclusions

Unless stated otherwise in the Scope, the following are general exclusions from the BASIC SERVICES to be provided as a part of this work. Should these or other tasks be requested by the Client, costs will be invoiced as ADDITIONAL SERVICES at the rates provided herein or otherwise agreed upon under a SUPPLEMENTAL AGREEMENT.

- 1. Geotechnical engineering (including test pits, borings, and reports). The Engineer strongly recommends this be completed.
- 2. Site surveying or civil engineering.
- 3. Buoyancy slabs, hydrostatic foundations.
- 4. Modular panelized design review other than for loading requirements.

- 5. Hazardous materials testing, identification, or abatement design (e.g., asbestos, lead paint).
- 6. Exploratory demolition, probes, or destructive testing to verify existing conditions beyond visual, non-destructive observation.
- 7. Design of deep foundations.
- 8. Shoring of excavations (SOE).
- 9. Design of underpinning systems.
- 10. Design for FEMA flood zone requirements.
- 11. Structural assessment, design, or evaluation of portions of the existing building outside the locker room area, immediately adjacent structure, and roofs where existing RTUs will be modified.
- 12. Seismic or wind upgrade of the existing building beyond the renovation area.
- 13. Design of stair system(s) or railings.
- 14. Vibration analysis of framing.
- 15. Phased drawing releases other than Schematic Design narrative, Design Development (DD), and Construction Documents (CD). The release of additional structural documents for permit, bid purposes and/or construction phasing is an ADDITIONAL SERVICE.
- 16. Temporary shoring means and methods.
- 17. Construction cost estimates, construction means and methods, and construction sequencing.
- 18. Architectural services.
- 19. Design of pre-engineered structural systems.
- 20. Design of Delegated (Deferred) Design elements.
- 21. Design of glazing systems and/or curtainwalls.
- 22. Design and/or review of MEP systems.
- 23. MEP coordination after structural drawings have been issued for construction.
- 24. Value Engineering. Once the project has entered 75% of the design phase, all changes to the architecture, site and/or building systems that require modifications by the Engineer shall become part of Exhibit B and be billed hourly as an ADDITIONAL SERVICE.
- 25. Redesign of any particular item after acceptance by the Client, and/or review of alternate designs proffered By Others.
- 26. Permitting services.
- 27. LEED services.
- 28. Attendance at regulatory meetings or with authorities having jurisdiction.
- 29. Special Inspections Coordinator services.
- 30. Reproduction, mailing and courier costs.
- 31. Travel expenses (i.e., lodging, per diem for meals, fuel, tolls, etc.).

Construction Administration Services Exclusions:

- 1. Review of under-slab coordination submittal(s).
- 2. Review of miscellaneous metals submittal(s).
- 3. Review of CM and/or GC equipment submittal(s).
- 4. Review of CM and/or GC construction material staging submittal(s).

- 5. Review of wall bracing submittal(s).
- 6. Review of MEP support submittal(s) not designed by the Engineer.
- 7. Review of framing modification submittal(s) for member penetration(s).
- 8. Review of conduit penetrations in primary structural systems.
- 9. Multiple review(s) of the same submittal(s). Should a submittal be returned Revise and Resubmit or Rejected for Non-Conformance, review of supplemental submittal(s) shall be an ADDITIONAL SERVICE.
- 10. Design of repairs and/or structural improvements uncovered during construction in and around existing structures. Design of structural repairs and/or improvements deemed necessary during construction shall be an ADDITIONAL SERVICE.
- 11. Design or drafting for correction of work due to Contractor error or negligence.
- 12. Review of modular or prefabricated framing assemblies other than for loading requirements.

Fee Schedule

Principal	\$295/hour
Studio Lead	\$280/hour
Senior Engineer II	\$270/hour
Senior Engineer I	\$245/hour
Project Engineer II	\$210/hour
Project Engineer I	\$190/hour
Administrative	\$80/hour

Engineer shall notify Client of coming change in rates 30 days prior to rate change effect.

Risk Allowance

The Engineer's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$150,000 items 1-3 or the insurance funds at the time of judgment, whichever is less. Limits will be increased if the DD through CA phase is determined with fee.

Substitutions

Upon request by the Client, the Engineer shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Client's consultants or contractors. The Engineer shall be compensated for these services as Additional Services, as well as any for services required to modify and coordinate the construction documents prepared by the Engineer with those of the Engineer's sub-consultants and the Client's consultants. The Engineer also shall be entitled to adjustment(s) in schedule caused by this additional effort.

Unconditional Payment

Payment to the Engineer shall be per the Clients master agreement with the Owner.

Suspension of Services

If the Project or the Engineer's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall



compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Engineer to suspend services, the Engineer shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Engineer not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Client Provided Information

The Engineer shall be entitled to generally rely on the accuracy and completeness of information and documents furnished by Client and by other Engineers such as surveys, soil



boring logs, geotechnical reports, and working drawings of existing structures. Any substantial inaccuracies in the quality or completeness of information provided which requires a substantial effort to change or correct our work that is based on Client provided information shall constitute a change in the Scope of Services and be subject to the provisions which pertain to Additional Services.

This proposal is valid for sixty (60) days upon the date of the proposal. Thank you for contacting the Engineer to provide structural engineering services. The Engineer looks forward to our association with you on this project.

Very truly yours,

Chad H. Vogt, P.E.
Principal
e2 engineers

Accepted By: _____

Title: _____

Company: _____

Date: _____

Services

New Construction & Renovations
 Temporary Shoring Design
 Foundation Underpinning Design
 Construction Administration
 Construction Oversight
 Peer Reviews
 Expert Witness
 On-Call / House Doctor

Sectors

Private & Public
 Civic & Cultural
 Commercial
 Health, Science, and Technology
 Higher Education
 Industrial
 K12 Education
 Mixed-Use
 Multi-Family Residential
 Municipal/Federal
 Single-Family Residential
 Specialty Structures
 Sports & Recreation
 Historic & Adaptive Reuse
 Waterfront/FEMA
 Sustainable Design

Technology

Revit Forte
 ETabs Tedds
 Risa

Licenses

Connecticut	Montana
Delaware	Nebraska
Florida	New Hampshire
Georgia	New Jersey
Indiana	New York
Iowa	North Carolina
Louisiana	Pennsylvania
Maine	Rhode Island
Maryland	South Carolina
Massachusetts	Tennessee
Michigan	Virginia
Missouri	Wyoming

FIRM PROFILE

Founded in 2002, e2 engineers has grown from a small home-office practice into an established structural engineering firm with offices in Connecticut and Massachusetts and a portfolio spanning the East Coast and beyond.

From the beginning, the firm was built around a simple idea: structural engineering works best when it is collaborative, thoughtful, and closely connected to the larger vision of a project. Rather than building the company around a single name, Founding Principal Scott Erricson established e2 engineers with a broader foundation, one centered on people, partnership, and growth. That ideal continues to shape the firm today.

That foundation strengthened in 2010 when Principal Chad Vogt joined the firm, bringing additional expertise, leadership, and a shared commitment to building an engineering practice focused on both technical excellence and long-term relationships.

Today, e2 engineers continues to evolve through a growing leadership team focused on the future of the firm and the clients it serves. With dedicated studio leadership, expanded operational oversight, and a commitment to developing the next generation of engineers, the firm is structured to support continued growth while maintaining the responsive, hands-on approach that defines its work.

Across every project, e2 engineers brings together technical precision, practical problem-solving, and clear communication to support successful outcomes from early planning through construction. Our team believes structural engineering should not only solve challenges but also strengthen collaboration and help move projects forward with confidence.

We understand your vision.
 We understand your building.
 We understand what it takes to bring great projects to life.

New London, CT Concord, MA

CHAD VOGT, P.E.

Principal



Chad Vogt has 25 years of experience providing consulting engineering services for private and public clients. He merged his independent structural engineering firm with e2 engineers in 2010, looking to offer his expert knowledge to a growing practice. Chad strives to find cost-effective solutions for his clients, many of whom rely on him for on-call or expert witness services. As Principal, Chad works closely with each member of the e2 team to ensure a collaborative and creative problem-solving environment.

EDUCATION

Bachelor of Science, Civil Engineering, Uni. of Massachusetts - Dartmouth

AFFILIATIONS

ASCE, Construction Institute, SEACONN, PWC-CT, SEAMASS

RELEVANT EXPERIENCE



Field Club
 Pool Pavilion
 New Canaan, CT



Golf Club Renovations
 Weekapaug, RI



Bridge Gatehouse
 Bridgehampton, NY



Catherine Hubbard
 Animal Sanctuary
 Newtown, CT



Obstacle Course
 United States Coast
 Guard Academy
 New London, CT



Waterfront Shingle
 Darien, CT

CHAD VOGT, P.E.

Prof. Registrations: CT, MA, FL, GA, LA, ME, MI, MO, NH, NJ, NY, NC, PA, RI, SC, TN, VA, MT

R. SCOTT ERRICSON, P.E.

Principal

Scott Erricson is the Founding Principal of e2 engineers. Following eight years of practice with established consulting engineering firms, Scott decided to start a firm of his own near his Connecticut hometown. Over e2's twenty-year legacy, Scott has completed a wide range of projects in multiple building sectors including academic, cultural, residential, life sciences, and multi-family development. His practical and creative approach defines e2's practice and shapes the organization's ever-growing team of professionals.

EDUCATION

Bachelor of Science, Civil Engineering University of Rhode Island

AFFILIATIONS

ASCE, Construction Institute, SEACONN, PWC-CT, SEAMASS

RELEVANT EXPERIENCE



Fellowship Hall
Apostolic Christian
Ellington, CT



Community and
Recreation Center
New London, CT



All Souls
Unitarian Church
New London, CT



Pavilion at
Grace Episcopal
Providence, RI



St. Mary mother of
Redeemer church
Parish Hall Addition
Groton, CT



Whittingham
Discovery Center
Stamford, CT



R. SCOTT ERRICSON, P.E.

Professional Registrations: CT, MA, RI, NY, MD



New London, Connecticut

The New London Community and Recreation Center is a 60,000+ SF facility including a two-court gymnasium, a eight-lane indoor pool, a fitness center, a lounge/game room, multi-purpose rooms, and administrative offices. The building will be constructed using a combination of **structural steel framing** systems, and **masonry shear** and bearing walls, including **custom-designed steel roof trusses**, to accommodate multi-level spaces with long span requirements.

Architect:

Silver Petrucelli + Associates

Contractor:

Downes Construction

COMMUNITY & RECREATION CENTER





Norwalk, Connecticut

The **Norwalk Community Recreation Center** is a renovated and expanded facility, featuring a full renovation of the existing two-story, **22,000 SF steel-framed** structure and the addition of a **new full-size gymnasium**. The renovation includes upgraded mechanical, electrical, and plumbing systems, and a **refreshed front façade** to enhance the building's presence along South Main Street. The gymnasium addition, planned over Ryan Park, will be a **structural steel-framed roof** with **load-bearing concrete masonry walls**, designed to accommodate site constraints.

Architect:
Silver Petrucelli + Associates

Contractor:
TBD

NORWALK COMMUNITY & RECREATION CENTER



New Bedford, Massachusetts

The **New Bedford YMCA** plans to undergo a comprehensive renovation & expansion to modernize its **65,000 SF** facility. The project includes full renovations to the two-level structure, originally built in the 1970s, with an expansion in the 1990s. There will also be an addition of approximately **11,000 SF**, including a second pool. Structural upgrades will address deferred maintenance, accommodate programming changes, and support a new stairwell and elevator for improved accessibility. The addition will incorporate **new shallow foundations, gravity, & lateral systems**, while modifications to the existing structure will ensure compliance with current building codes.

Architect:
RMD Collaborative
Contractor: TBD

NEW BEDFORD YMCA RENOVATIONS & ADDITIONS



MEPFP





June 19, 2026

Taylor Hughes, AIA
Union Studio Architects
160 Mathewson Street, Suite 201
Providence, RI 02903

Re: Ocean Community YMCA Renovation

Dear Taylor,

We are very pleased to have this opportunity to provide to you this proposal for professional engineering services. It is our understanding that the project is best described as the renovation of approximately 5,000 square feet of locker room space in the Ocean Community YMCA. To complete this work, the following items shall be considered as our "Scope of Services" (hereinafter called the "Project") and will be provided by our firm.

SCOPE OF SERVICES -- INCLUDED

1. Initial Investigation and Schematic Design:

- A. We will field survey the existing facility to determine the existing condition of the mechanical, plumbing, fire protection, electrical power, lighting and fire alarm systems.
- B. We will review the existing blueprints for the existing building's mechanical and electrical systems and determine the general accuracy of the prints.
- C. We will prepare schematic level MEP/FP Narrative and diagrammatic plans showing the general direction of systemic improvements.
- D. We will perform a second meeting to present our findings and recommendations.

2. Design Development and Contract Documents: We will prepare Contract Documents that shall illustrate the installation of the following systems. These documents will be completed so that the owner can present them to contractors for bidding purposes.

A. Plumbing Systems

- 1) We will prepare plans and specifications for the installation of a new plumbing system, which shall include the distribution of hot and cold water, vent and waste piping and hot water generation. The wastewater piping shall be connected to the building's waste water sewage system and be a gravity drainage system (no sewage pumping required). It is our understanding that domestic water is available within the existing project area. We have based our proposal on the assumption that the existing domestic water service and distribution systems have sufficient capacity to support the renovation work.

B. HVAC Systems

- 1) We will prepare plans and specifications for the modification of the existing the heating, ventilation and air-conditioning system to support the renovation. We will be utilizing the existing temperature control system to support the renovation.

C. Fire Protection Systems

- 1) We will be reusing the existing fire protection distribution system to support the relocation and addition of sprinkler heads. We will prepare plans and specifications for the installation of the new fire protection system layout in accordance with NFPA 13. This new system will only include sprinklers and shall be connected to the existing fire protection water distribution system. We have based our scope of services on the assumption that standpipes, fire pumps, controls, etc. will not be required. We have also assumed that the fire protection water supply piping has adequate water pressure and flow to support the system.

D. Electrical Systems

- 1) We will utilize the existing electrical service within the building to service the new space.
- 2) We will prepare plans and specifications for the installation of a new electrical distribution system throughout the area to support general receptacles, mechanical equipment, and other miscellaneous equipment.
- 3) We will prepare plans and specifications for the installation of new lighting, exit signage and emergency lighting. We will coordinate with your office the selection of the lighting fixtures for all areas.
- 4) We will prepare plans and specifications for the addition of miscellaneous fire alarm equipment necessary to meet the specific code requirements, if so needed. We will be connecting to the building's central fire alarm system and will not be designing a new fire alarm system. We have based our proposal on the assumption that the existing fire alarm system will support the addition of ADA compliant components.
- 5) We will prepare plans and specifications for the installation of a new telephone/data raceway system. This will only include the conduits, back boxes and pull strings. The telephone/data cables, jacks, telephones and headend equipment will not be designed nor specified by CES, Inc. It is our understanding that the telephone equipment will be provided by either the owner or through a separate contract with an outside vendor.

- E. We will attend periodic progress job meetings with the design professionals and owner's representative, via web-conference, on an as-needed basis, for coordination and progress review. We have accounted for (2) coordination meetings in person at your office. Additional in-person meetings will be invoiced at the hourly rate of the specific employees attending the meeting.

- F. We will expect AutoCAD or Revit compatible drawing files, from your office, for the work within our Scope of Work.

3. Bid Period and Construction Administration Services: We will provide the following bid period and construction administration services:

- A. Answer questions during the bid period and issue necessary addenda.
- B. Shop Drawing review and comment.
- C. Attend periodic job site visits to observe the progress of construction. We will be limiting the quantity of job site visits to two (3) meetings. After each progress visit, we will provide a site visit report documenting our observations. After the last job site visit, we will prepare a punch list to confirm that the contractor has completed the necessary work.

SCOPE OF SERVICES -- EXCLUDED

It is our understanding that the following items, in general, are not required by us and have therefore been excluded from our “Scope of Services”. Any of these items can be added to our Scope of Services if you so desire.

- 1. We will not be providing engineering services or contract documents for structural, civil or environmental engineering or architectural services for the project.
- 2. While we are providing a fire protection system (sprinklers only) we have based our scope of services on the assumption that standpipe risers will not be required and that an electric driven fire pump, jockey pump, emergency generator and an automatic transfer switch will not be required
- 3. We will not be providing engineering services, coordination or contract documents for site/civil work beyond 5 feet of the exterior wall of the building.
- 4. We will not be providing engineering services or contract documents for an emergency generation system or Uninterruptable Power Supply system.
- 5. We will not be providing engineering services or contract documents for a security system, telephone/telecommunication system or intercom system.
- 6. We will not be providing engineering services or preparing documentation for participation in energy efficiency rebate and incentive programs.
- 7. We will not be providing multiple sets of review documents for coordination, milestone reviews, inspection agency reviews, submission set reviews, etc. At each review stage we will be providing a single reproducible set of our contract documents. We will not be providing the final printing of the bid documents. Only internal in-house progress printing is included within our fees. Any additional sets of documents will be considered to be a reimbursable expense.
- 8. We will not be providing a life cycle cost analysis, whole building energy model, commissioning services, testing, adjusting and balancing services, or a cost estimate for our work.
- 9. We will not be providing consulting services or attending meetings for public forums such as public hearings, planning and zoning, environmental impact assessment, etc.

SCHEDULE FOR COMPLETION OF SCOPE OF SERVICES

We should be able to meet any reasonable schedule you may have at this time. The actual completion dates will be established based on the receipt date by this office of your acceptance of this proposal.

FEES FOR SCOPE OF SERVICES

To complete the Professional Services required for the Project, we propose the following lump sum fees:

1. Schematic Submission	\$ 5,000.00
2. Design Development Submission	\$ 6,000.00
3. Final Contract Documents	\$ 10,000.00
4. Bid Period Services	\$ 1,200.00
5. <u>Construction Administration</u>	<u>\$ 12,000.00</u>
Total Lump Sum Fee	\$ 34,200.00

In addition to the services listed above, reimbursable expenses incurred by CES for this project, plus fifteen percent for administration costs shall be added to the monthly invoice. Items that are considered reimbursable expenses are listed within the attached “Standard Form of Agreement Between Client and Engineer”.

BILLING TERMS FOR SERVICES RENDERED

CES shall invoice monthly for all services rendered, as a percentage complete of overall scope, and shall include reimbursable expenses monthly. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt.

PROFESSIONAL SERVICES AGREEMENT – TERMS & CONDITIONS

Finally, we have attached to this Scope of Services our “Professional Services Agreement – Terms & Conditions” that details specific contractual items. Please review this carefully and acknowledge your acceptance of our “Professional Services Agreement – Terms & Conditions” by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the Professional Services Agreement – Terms & Conditions, we will consider this to be your acceptance of this “Scope of Services” and “Professional Services Agreement – Terms & Conditions”. This shall constitute as our notice to proceed on the Project.

Thank-you very much for the opportunity to provide you with this proposal. In the meantime, if we can be of any assistance to you, please feel free to call.

Sincerely yours,

CES ENGINEERING SERVICES RI, LLC.

Nicholas H. Fair, PE
Principal

Cc:

PROFESSIONAL SERVICES AGREEMENT – TERMS & CONDITIONS

SECTION 1-GENERAL

- 1.1. Standard of Care: ENGINEER may employ other such consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.
- 1.2. Definitions. Wherever used in this Agreement the following terms shall apply:
- 1.2.1. Additional Services. Additional Services means the services to be performed for or furnished to Client by ENGINEER which go beyond the “Scope of Work” as indicated in the proposal.
- 1.2.2. Reimbursable Expenses. Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which Client shall pay ENGINEER.

SECTION 2-BASIC SERVICES OF ENGINEER

- 2.1 See Proposal under "Scope of Work" for basic services which are to be provided.
- 2.2. Construction Phase. When included in the Scope of Work, the following will apply:
- 2.2.1. General Administration of Construction Contract. ENGINEER shall consult with and advise Client and act as Client's representative. The engineer of record is responsible for review of shop drawings and observing the work during construction. If the CLIENT does not engage the ENGINEER for such services during construction, it is agreed that the Client thereby releases/indemnifies and holds the ENGINEER harmless from any claims arising from the design and construction.
- 2.2.2. Visits to Site and Observation of Construction.
- 2.2.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to view the work in progress. Involved detailed inspections of the work is beyond the responsibilities specifically assigned to ENGINEER in this Agreement, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Engineer's exercise of professional judgment.
- 2.2.2.2. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.2.2.3. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

SECTION 3-ADDITIONAL SERVICES OF ENGINEER

- 3.1. Additional Services Requiring Authorization in Advance. If authorized in writing by Client, ENGINEER shall furnish or obtain from others Additional Services of the types listed in this section, inclusive, as amended and supplemented as indicated. These services are not included as part of Scope of Work except to the extent stated. These services will be paid for by Client as an additional cost to the base agreement as indicated in Section 6.
- 3.1.1. If additional services are required and thus requested by the ENGINEER to the Client resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents. Such revisions may also be required and billed to the Client as additional services when there are enacted changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications, or Contract Documents, or due to any other cause beyond ENGINEER’s control.
- 3.1.2. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the project.
- 3.1.3. Prepare a set of reproducible record drawings known as “As-Built” showing record information. ENGINEER will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.

SECTION 4-CLIENT'S RESPONSIBILITIES

- Except as otherwise noted, Client shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:
- 4.1. Provide all criteria as to requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications.
- 4.2. Give prompt written notice to ENGINEER whenever Client observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or non-conformance in ENGINEER’s services or in the work of any Contractor.
- 4.3. If Client provides any technical information to the ENGINEER, ENGINEER shall be reasonably allowed to rely upon that information, without having to independently confirm it.

SECTION 5-TIMES FOR RENDERING SERVICES

- 5.1. ENGINEER’s services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.
- 5.2. The Parties have, or shall in the following the execution of this agreement, mutually agree upon a project schedule that incorporates all key Project dates.

SECTION 6-PAYMENTS TO ENGINEER FOR SERVICES AND Reimbursable EXPENSES

- 6.1. Methods of Payment for Services and Expenses of ENGINEER.
- 6.1.1. For Services as described in the “Scope of Work” the Client shall pay ENGINEER for Services performed or furnished.
- 6.1.2. For Additional Services the Client shall pay ENGINEER for Additional Services on an hourly rate basis in accordance with the hourly rate schedule listed below.
- 6.1.3. For Reimbursable Expenses. In addition to payments provided above, Client shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and Engineer's Consultants as set forth herein plus fifteen percent for administration costs.
- 6.1.3.1. Portal to Portal automobile expenses for personal or company vehicles at the published Internal Revenue Service standard mileage rate for business use plus toll charges.
- 6.1.3.2. Portal to Portal travel expenses, car rentals, train charges, plane charges and hotel accommodations.
- 6.1.3.3. Out of state long distance telephone calls and faxes.
- 6.1.3.4. Federal Express, UPS, etc. mailing charges.
- 6.1.3.5. Printing of contract documents inclusive of drawings and specifications.
- 6.1.4. Where compensation is based on an hourly rate, the ENGINEER current hourly rates are as follows:

<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>	<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>
Principal-In-Charge	\$345/hr	Senior Engineering Designer	\$185/hr
Associate/Team Leader	\$315/hr	Engineering Designer	\$165/hr
Project Manager	\$290/hr	Draftsperson	\$145/hr
Senior Engineer	\$260/hr	Clerical/Secretarial	\$110/hr
Engineer	\$230/hr		

- 6.2. Invoices.
- 6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to Client by ENGINEER at least monthly.
- 6.2.2. Preparations of Invoices for Lump Sum Contracts: The portion of the amount billed for ENGINEER’s services which is on account of the Lump Sum will be based upon ENGINEER’s estimate of the proportion of the total services actually

completed at the time of billing. The portion related to services rendered on a Salary Cost basis will be billed based on the Salary Cost (multiplied by a factor, if any, as stated above) incurred at the time of billing.

6.2.3. Preparation of Invoices for the Hourly Rate Cost Contract. The amount billed for ENGINEER’s services will be based on the billing hourly rate, incurred at the time of billing.

6.2.4. Unpaid Invoices. If Client fails to make any payment due to the ENGINEER for services and expenses within thirty days after receipt of Engineer's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days written notice to Client, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. In the event a lawsuit is filed to enforce overdue payments, reimbursement of all court costs & reasonable attorney's fees will be payable to the ENGINEER by the Client.

6.2.5 The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement. Reimbursable expenses include: Portal to Portal mileage at the published Internal Revenue Service standard mileage rate for business use, toll charges: travel expenses, car rentals, plane charges and hotel accommodations: FedEx, UPS, etc. mailing charges. Photos for recording project conditions. Printing of contract documents inclusive of drawings and specifications

SECTION 7-OPINIONS OF COST

7.1. Opinion of Probable Order of Magnitude Construction Cost.

ENGINEER’s opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER’s experience and qualifications and represent ENGINEER’s best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from Opinions of Probable Order of Magnitude Construction Cost prepared by ENGINEER.

SECTION 8-OWNERSHIP AND RE-USE OF DOCUMENTS

8.1 All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER’s Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and Engineer's Consultants, as appropriate, shall retain property interest therein (including the right of reuse by and at the discretion of ENGINEER and Engineer's Consultants, as appropriate) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy (e.g. maintenance requirements) of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on future modifications or additions to the Project or on any other project. Any such reuse without written authorization by ENGINEER and Engineer's Consultants, as appropriate, for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER’s Consultants, and Client shall indemnify, defend and hold harmless ENGINEER and Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Client shall release ENGINEER and Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by Client and ENGINEER.

SECTION 9-INSURANCE

9.1 ENGINEER shall maintain the following insurances for the duration of the project until completion: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage and professional liability with a per claim limit of no less than \$2,000,000. Professional liability insurance must remain in force (with no less than the stated limits) for two years after substantial completion of the project.

SECTION 10-INDEMNIFICATION

10.1 The Client shall indemnify and hold harmless ENGINEER, its consultants and all of their personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Engineer) or anyone for whose acts any of them may be liable.

10.2 PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 11-DISPUTE RESOLUTION

11.1 The Client and ENGINEER agree to negotiate any claim, dispute or other matter in question arising out of or related to this agreement in good faith for a period of thirty days. If negotiations are unsuccessful, the Client and ENGINEER shall endeavor to resolve claims, disputes and other matters in question between them by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims disputes, and other matters in question between parties that are not resolved by mediation shall be decided by either arbitration or litigation. Arbitration shall only commence if it is mutually agreed upon by each of the parties. All arbitrations shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. ENGINEER shall have the right to join any of its subconsultants, suppliers or other entities retained for the Project to any arbitration or mediation.

SECTION 12-LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES

12.1 ENGINEER'S Limited Liability: To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and ENGINEER’s Consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER’s officers, directors, partners, employees, agents or Engineer's Consultants or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement or \$50,000.00, whichever is of the lesser amount.

12.2 Consequential Damages: Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for any consequential damages incurred due to the fault of the other Party, regardless of the nature of this fault or whether it was committed by the Client or ENGINEER, their employees, consultants, or agents. Consequential damages include, but are not limited to, loss of use, financing and loss of profit.

12.3 Limitation of Claims: The Client acknowledges and agrees that this Agreement is between the Client and ENGINEER. As such, the Client further acknowledges and agrees that it shall not commence any claims against the ENGINEER and/or its consultants’ members, employees, consultants, agents and/or representatives arising out of or resulting from the performance of the services for this project. Should any such claims arise, all claims shall be commenced by the Client against the ENGINEER only.

12.4 Agreement Not to Claim for Cost of Certain Change Orders: CLIENT recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by ENGINEER or in the other professional services performed or furnished by ENGINEER under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, Client agrees not to sue and otherwise to make no claim directly or indirectly against ENGINEER on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 15% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that CLIENT would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by ENGINEER or in Engineer's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.

SECTION 13-JOBSITE SAFETY

13.1 Neither ENGINEER nor its consultants shall be responsible for jobsite safety. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER, or the ENGINEER’s employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordination all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and the ENGINEER’s consultants and personnel have no authority to exercise any control over any construction contractor or their entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client’s agreement with the General Contractor. The Client also agrees that the ENGINEER and the ENGINEER’s consultants shall be indemnified and shall be made additional insureds under the General Contractor’s general liability insurance policy.

SECTION 14-TERMINATION OR SUSPENSION

14.1 If the Client fails to make payments to the ENGINEER in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER’s option, cause for suspension of performance of services under this Agreement. If the ENGINEER elects to suspend services, prior to suspension of services, the ENGINEER shall give seven days written notice to the Client. In the event of a suspension of services, the ENGINEER shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the ENGINEER shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ENGINEER’s services. The ENGINEER’s fees for the remaining services and the time schedules shall be equitably adjusted.

14.2 If the Project is suspended for more than 90 consecutive days by either party, the ENGINEER may terminate this Agreement by giving not less than seven days' written notice.

14.3 In the event of termination not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

14.4 Suspension/Termination of Services by Engineer for Nonpayment. For past due accounts, ENGINEER may, at its sole discretion, suspend its performance of services for the project until all outstanding fees have been paid in full. ENGINEER shall not be responsible for any damages arising from, or relating to, its suspension of its services. Furthermore, upon the commencement of the project after the suspension, ENGINEER shall be compensated for any reasonable costs associated with the delay. Alternatively, ENGINEER reserves its rights to terminate the project for non-payment of fees instead of suspending its services in accordance with the following paragraph. The choice of suspension or termination shall be at ENGINEER’s sole discretion.

SECTION 15 ACCESS TO SITE

15.1 Unless otherwise stated, ENGINEER will have access to the site for activities necessary for the performance of the services, ENGINEER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

SECTION 16-MISCELLANEOUS

16.1 Controlling Law. This Agreement is to be governed by the law of the principal place of business of ENGINEER.

16.2 Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ENGINEER, who 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.

16.3 Hidden Conditions. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CES, LLC has reason to believe that such a condition may exist, ENGINEER shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) ENGINEER has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

16.4 Independent Contractor. ENGINEER shall perform all work covered by this Agreement as an independent contractor, maintaining full and complete control over ENGINEER’s employees and all of ENGINEER’s subconsultants. The Client shall have no control or right to control such employees and subcontractors, except as herein provided.

16.5 Permits and Approvals. The Client shall be responsible for applying for and securing necessary permits and approvals for the project. ENGINEER shall assist the Client in applying for applicable permits and approvals typically required for the work performed by ENGINEER.

16.6 No Warranty. The Client agrees that services provided shall be rendered without any warranty, expressed or implied.

16.7 Codes and Standards Compliance. ENGINEER shall put forth reasonable professional efforts to comply with applicable codes, regulations and laws in effect as of the date of submission to the authorities relating to its work.

16.8 Force Majeure. Except for Client’s obligation to pay for services rendered, no liability shall attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected including but not limited to, acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, terrorism, epidemics, quarantine restrictions, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment fuel or transportation.

16.9 Assignability. Neither the Client nor ENGINEER shall assign this Agreement without the written consent of the other.

16.10 Entire Agreement. This Agreement represents the entire and integrated agreement between the Client and ENGINEER and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and ENGINEER.

16.11 Third-Party Beneficiaries. Nothing contained in this Professional Services Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or ENGINEER.

16.12 Applicable Law. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of ENGINEER.

16.13 Authority of Signing Parties: The individuals signing this contract as CLIENT and ENGINEER warrant that he/she each has the authority to sign such an agreement.

EXHIBITS (incorporated by reference):

A. Scope of Services

This Professional Services Agreement, including all Exhibits, represents the entire understanding between the ENGINEER and the Client with respect to the Project.

CLIENT	ENGINEER
	CES Engineering Services RI, LLC.
Signature	Signature
By: Name	By: Name
Its: Title	Its: Title
Duly Authorized	Duly Authorized
Date	Date