

Olson Kundig

STATEMENT OF WORK *20052.00 Sommet Blanc Residences*

The terms and conditions of this Statement of Work (SOW), including any Attachments and Exhibits, effective as of October 22, 2021, is incorporated into and governed by the Consulting Master Services Agreement (MSA) by and between Olson Kundig, Inc. ("Architect") and RDH Building Sciences, Inc. ("Consultant") effective January 1, 2019.

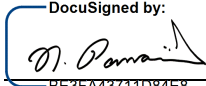
1. **Modifications to the Master Services Agreement.** For the purposes of this SOW only, the terms and conditions of the MSA are modified as follows:
2. **Project Specific Insurance Requirements.** For the purposes of this SOW only, the terms and conditions of the MSA are modified as follows:
 - **Attachment 1 – Insurance Requirements** for 20052.00 Sommet Blanc Residences and Sample Certificate
3. **Project Specific Dispute Resolution Requirements.** For the purposes of this SOW only, the terms and conditions of the MSA are modified as follows:
 - **Attachment 2 – Dispute Resolution Requirements** for 20052.00 Sommet Blanc Residences
4. **Project Specific Indemnification Requirements.** For the purposes of this SOW only, the terms and conditions of the MSA are modified as follows:
 - **Attachment 3 – Indemnification Requirements** for 20052.00 Sommet Blanc Residences
5. **Project Information.**

| | |
|-----------------------------|--|
| Project: | 20052.00 Sommet Blanc Residences |
| Location: | 9300 Marsac Ave, Park City, Utah 84060 |
| Description: | A ski in-and-out Deer Valley development |
| Architect's Representative: | Todd Matthes, todd@olsonkundig.com |

| | |
|---------------------------|----------------------------------|
| Owner Information: | White Summit Development IV, LLC |
| | PO Box 980022 |
| | Park City, UT 84098 |
6. **Scope of Services.** The Services are as described below, or as provided in Attachment 4 and incorporated herein by this reference.
 - *RDH Proposal, for Scope and Fee only, dated July 19, 2021*
7. **Compensation.** Consultant shall be compensated as stated below, or as provided in Attachment 4 and incorporated herein by this reference.
 - *RDH Proposal, for Scope and Fee only, dated July 19, 2021*
8. **Project Schedule and Deliverables.** Consultant shall perform the Services and provide the following deliverables as described below, or as provided in Attachment 4 and incorporated herein by this reference.
 - *RDH Proposal, for Scope and Fee only, dated July 19, 2021*

9. **Entire Agreement.** If Consultant's proposal is incorporated herein, any conflicts between terms and conditions contained in the proposal and this SOW and MSA shall be resolved in favor of this SOW/MSA. Any additional terms and conditions, limitations of liability or disclaimers of warranty or liability contained in Consultant's proposal shall not be applicable. All other terms and conditions of the MSA shall remain in full force and effect.

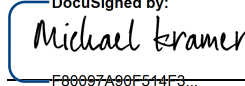
OLSON KUNDIG, INC.

By:  BE3FA43711D84E8...

Name: Hemanshu Parwani

Title: Chief Executive Officer

RDH BUILDING SCIENCES, INC.

By:  F86697A90F514F3...

Name: Michael Kramer

Title: Managing Principal

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ATTACHMENT 1 – PROJECT SPECIFIC (OWNER/CLIENT) INSURANCE REQUIREMENTS & SAMPLE CERTIFICATE

Insurance Requirements. The following provisions from the Project Prime Agreement shall flow down from Architect and apply to the Consultant:

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «three million USD» «(\$3,000,000)» for each occurrence and «three million USD» «(\$3,000,000)» in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million USD» «(\$1,000,000)» per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «three million USD» «(\$3,000,000)» per claim and «three million USD» «(\$3,000,000)» in the aggregate on a "claims-made" basis.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, and if acceptable to Architect's current insurance provider, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations and shall continue for a period not to exceed three (3) years from the date of substantial completion of the Project.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|---------------------------------|
| PRODUCER Consultant's Insurance Broker / Producer of Certificates | CONTACT NAME: _____ | |
| | PHONE (A/C. No. Ext.): _____ | FAX (A/C. No.): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURED Name of Consultant Contact Information | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 570080553821 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | Limits shown are as requested | |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|--|
| C | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG | \$1,000,000 \$1,000,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Deductible | \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$3,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT | \$1,000,000 \$1,000,000 \$1,000,000 |
| A | Professional Liability for Consultant's Services | | | Claims Made SIR applies per policy terms & conditions | | | Each Claim SIR Aggregate Limit | \$1,000,000 \$150,000 \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1. Include additional insured's name/contact information (Owner/Client, and other required parties pursuant to the terms of the Agreement.

2. Include Olson Kundig's Project Number and any additional required endorsements or remarks or schedules

| | |
|---|--|
| CERTIFICATE HOLDER Olson Kundig, Inc. 159 South Jackson Street Suite 600 Seattle, WA 98104 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____ |
|---|--|

Holder Identifier :

Certificate No :



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ATTACHMENT 2 – PROJECT SPECIFIC (OWNER/CLIENT) – DISPUTE RESOLUTION REQUIREMENTS

Dispute Resolution Requirements. The following provisions from the Project Prime Agreement shall flow down from Architect and apply to the Consultant:

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law or this Agreement, but in any case not more than three (3) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion, or the date of issuance of the final Project Certification for Payment for acts or failures to act that occur after substantial completion; or, if this Agreement is terminated in accordance with Article 9, upon the date of termination of the Architect's services on the Project.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[☒ X »] Litigation in a court of competent jurisdiction pursuant to Section 10.1 of this Agreement.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ATTACHMENT 3 – PROJECT SPECIFIC (OWNER/CLIENT) INDEMNIFICATION REQUIREMENTS & SPECIAL TERMS & CONDITIONS

Indemnification Requirements. The following provisions from the Project Prime Agreement shall flow down from Architect and apply to the Consultant.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 LIMITATION OF LIABILITY

The Architect's total, aggregate liability to Owner, or anyone claiming by or through Owner or its assigns, whether in tort or contract, for any cause of action (including attorney fees and expert witness fees) that the Owner may recover against the Architect (together with its shareholders, officers, directors, employees and consultants), claims, or demands arising out of or related to this Agreement or the Project or the Services provided by Architect, shall be limited to the amount of compensation paid by the Owner to the Architect for its services pursuant to this Agreement, or the insurance limits available pursuant to Section 2.5, whichever is greater. The Owner further agrees that, to the fullest extent permitted by law, and notwithstanding any other provision in this Agreement, nothing shall be construed to create or impose personal liability on any shareholder, officer, director, partner, principal or employee of Architect in connection with this Agreement or the Project. The types of claims to which the limitation in this Section 12.1 applies include, but are not limited to, claims based on negligence (active and passive), professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

§ 12.2 NOTICES

Any notice to be given to a party to this Agreement shall be in writing and be deemed to have been duly given (a) on the date of delivery if delivered personally or electronically; (2) the business day following the date of delivery if delivered by courier service; or (3) three business days following delivery if delivered by registered or certified U.S. Mail. Notices shall be delivered to the respective party as indicated below:

| Consultant | Architect |
|---|--|
| RDH Building Sciences, Inc. 2101 N 34 th Street #150 Seattle, WA 98103 | Olson Kundig, Inc. 159 South Jackson Street, Suite 600 Seattle, Washington 98104 |

§12.3 Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

§12.4 CONDOMINIUMS

§12.4.1 The Owner acknowledges the risks to the Architect inherent in residential condominium projects and the disparity between the Architect's fee and Architect's potential liability for problems or alleged problems with such condominium projects. Therefore, the Owner agrees, to the fullest extent permitted by law, to release and hold the Architect and Architect's officers, partners, agents, employees and subconsultants harmless from any and all claims, actions, causes of action, liabilities, losses, expenses, damages, and costs, including attorneys' fees and costs of defense or in the enforcement of the obligations under this indemnity provision, arising or allegedly arising from the services performed under this Agreement, except for the Architect's proportionate negligence, breach of contract, or willful misconduct.

§12.4.2 The Owner further agrees to include in the declaration or bylaws of the Homeowners Association established for this Project will contain a requirement that the Association will have performed annual maintenance and inspections of the building envelope and other building systems as recommended in the Maintenance and Inspection Manual, or absent a manual perform maintenance and inspections conforming with commercial building maintenance standards. Such maintenance and inspections shall include the building envelope and other building systems, which shall be conducted at least annually. The Owner further warrants that it will include in any declaration or the bylaws provisions requiring the

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Homeowners Association to have performed necessary maintenance when recommended or as a result of these inspections. The bylaws shall also contain an appropriate waiver and indemnity in favor of the Owner, the Architect and its subconsultants, and the Contractor if annual inspections are not performed, if annual maintenance is not conducted, or if any recommendations resulting from annual inspections are not completed.

§12.4.3 If the Owner sells or otherwise transfers the Project or assigns this Agreement or any rights under this Agreement (regardless of whether such sale, transfer, or assignment takes place before or after substantial completion of the Project), Owner agrees that any agreements with subsequent purchaser of the Project and of assignee of this Agreement shall contain the limitations and indemnity provisions set forth in Sections 3.4.6.1, 3.6.1.2, 5.16, 5.17, 7.1.1, 7.3.1, 8.1.3, 8.1.4, and Article 12. If the Owner sells or otherwise transfers the Project or assigns this Agreement and the purchaser or transferee or assignee assumes Owner's obligations under Sections 3.4.6.1, 3.6.1.2, 5.16, 5.17, 7.1.1, 7.3.1, 8.1.3, 8.1.4, and Article 12, Owner shall be relieved of all obligations, liabilities and duties thereunder without any further action by Owner or Architect, except to the extent that any form Owner obligations otherwise continue after the purchase, sale, assignment or transfer of the Project and/or this Agreement.

§12.5 AMERICANS WITH DISABILITIES ACT (ADA) and Accessibility

§12.5.1 The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA. In addition, the Fair Housing Amendments Act of 1988 (FHA) applies to the design and construction of multifamily housing consisting of four or more dwelling units built for first occupancy after March 13, 1991 and makes it unlawful to deny the rental or sale of a dwelling unit to a person because that person has a disability. The FHA sets forth design requirements for public and common spaces in covered properties as well as the interior of dwelling units. Other legislation or regulations may apply and create particular accessibility requirements. The Owner acknowledges that the requirements of these accessibility laws, codes and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his or her reasonable professional efforts to interpret applicable accessibility requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's project will comply with interpretations of such accessibility requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

§ 12.6 INDEMNIFICATION

§ 12.6.1 To the fullest extent allowed by law, Architect shall indemnify and hold Owner and its officers, employees and successors, harmless from and against all third party: damages, losses, claims, causes of action, and judgments, including reasonable attorneys' fees and expenses (collectively "Claims"), but only to the extent such Claims are caused by the negligence of Architect, its employees, agents, consultants, or anyone for whom Architect is legally liable.

§ 12.6.2 To the fullest extent allowed by law, Owner assumes liability for and agrees to release, indemnify, defend and hold Architect, its consultants, and their respective officers, directors, shareholders, partners, principals employees and successors harmless from and against all damages, losses, claims, causes of action, and judgments, including reasonable attorneys' fees and expenses, to the extent they arise from a negligent act(s) or omission(s) of Owner, its agents, employees, consultants, contractors or construction manager, or anyone for whom Owner is legally liable (collectively for this indemnity "Owner"), or from Owner's breach of this Agreement. The release and indemnification provisions are effective notwithstanding the termination or expiration of the Agreement.

ATTACHMENT 4 – CONSULTANT'S PROPOSAL

Space reserved for Consultant's Proposal – *see following pages*



RDH Building Science Inc.
2101 N 34th Street #150
Seattle, WA 98103

Making Buildings Better™

TO **Todd Matthes**
EMAIL **todd@olsonkundig.com**
Olson Kundig Architects
159 South Jackson Street, Suite 600
Seattle, WA 98104-4435

24810.000
Sommet Blanc Deer Valley
Sommet Blanc Residences

DATE July 19, 2021

REGARDING **Proposal for Building Enclosure Consulting - Revised**

Dear Mr. Matthes,

Building Science Inc. (RDH) is pleased to provide you this proposal for building enclosure consulting for the Sommet Blanc residences, located at Deer Valley, Park City, UT. Thank you for requesting this proposal.

The Sommet Blanc Residences project consists of three amenity and condominium buildings to be constructed at the base of the Deer Valley ski resort. We understand that the buildings are currently designed with a post-tensioned concrete structure and will include a low sloped roof, green roof, exterior terrace areas over occupied space, balconies over exterior space, and may include some pool or hot-tub space above occupied space. We understand that Building A and B are mirrored and thus will use largely identical detailing strategies. Building C is unique but will use similar detailing strategies to building A and B.

Scope Background

We offer three levels of services: Building Enclosure Design, Design Assist, and Design Peer Review and can tailor each to suit the project needs. Based on our correspondence, we have written the rest of this proposal assuming the middle option, Design Assist.

In this role, we provide recommendations related to the building enclosure assemblies and the associated detailing and specifications. Our recommendations are provided through electronic red-line mark-ups on drawings and specifications. We typically review design progress sets at 3 to 4 predetermined milestones and meet with the design team following our review to discuss our recommendations. Acceptance of our recommendations is at the discretion of the project architect and the building owner; final design control lies with the Architect of Record.

Scope of Work

Our scope will pertain to all assemblies that separate interior environments from exterior environments, including below- and above-grade walls, glazing areas, and roofs.

We separate our scope into the following project stages:

- Pre-Construction Stage
 - Design Development (DD)
 - Construction Documents (CD)
 - Thermal and Hygrothermal Modeling (MODEL)



- Bid Phase and Value Engineering (VE)
- Construction Stage
 - Construction Administration Support (CAS)
 - Construction Field Review (CFR)

Pre-Construction Stage (Base Scope)

RDH will review the building enclosure assemblies from conceptual design through detail development, focusing on control of water penetration, air leakage, water vapor diffusion, and thermal continuity.

Although our design review recommendations will be based on our understanding of the project and our opinions of appropriate building enclosure design practices, the Architect and Owner will need to evaluate our recommendations in the context of project budget and differing risk-tolerance objectives and determine how, or whether, they will be incorporated into the project design.

During the Pre-Construction Stage, we recommend planning for meetings after our drawing reviews to discuss our comments with the Owner and Architect. We view these meetings as an important step for both the Owner and Architect to understand the rationale behind our recommendations and to confirm which recommendations will be implemented and which will not. Time for our building enclosure drawing reviews and associated meetings should be incorporated into the project schedule. We also recommend that the Architect produce a Review Set prior to the actual milestone date to allow us time to conduct our review and time for the Architect to include any comments/recommendations in the milestone sets.

To adequately perform our services, the Architect is obliged to at a minimum, provide documents listed herein.

Our scope during each part of the Pre-Construction Stage is discussed in detail below.

Design Development (DD) Phase

During DD, we will:

- Attend up to three (3) one-hour project team design meetings, including a meeting to discuss drawing and specification review comments.
- Up to the budgeted amount, participate in informal communications (email, teleconference, etc.) with the design team regarding coordination of the building enclosure systems, and design and detailing related questions.
- Review and comment on the 100% Design Development documents. Our comments will be in the form of electronic red-line notes and sketches on the drawings and details.

Construction Documents (CD) Phase

During CD, we will:



- Attend up to four (4) one-hour project team design meetings, including a meeting to discuss drawing and specification review comments.
- Up to the budgeted amount, participate in informal communications (email, teleconference, etc.) with the design team regarding coordination of the building enclosure systems, and design and detailing related questions.
- Review and comment on two (2) iterations (typically at 50% and before Contractor Agreement set) of construction documents (drawings and specifications). Our comments will be in the form of electronic red-line notes and sketches on the drawings and details.
- Conduct a final QA review of the 100% Construction Documents to confirm if our comments/recommendations have been incorporated into the construction documents.

Thermal and Hygrothermal Modeling

We recommend including a budget for thermal and hygrothermal modeling throughout the design phase. The cold mountain environment can bring challenges to building enclosures, warranting additional evaluation to limit risks for condensation, ice-damming, snow management, etc. Modeling may include 2D modeling in Therm, 3D modeling in Heat3, or hygrothermal modeling in WUFI. This budget is a time-and-expense budget to be used at your discretion based on our recommendation to identify strategies to limit thermal bridging, heat loss, and evaluate condensation risk.

Bidding Phase and Value Engineering (VE)

We will work with the team to evaluate value engineering options and make recommendations for reasonable modifications to the design documents. We often find that the value engineering process results in some discrepancy of performance criteria during construction. This can occur when substituted products or systems are not fully reintegrated into the original project documents. We would request that RDH have the ability to participate in the value engineering process as it relates to the building enclosure systems such that we can assess the impact of system modification to the project.

Construction Stage – Base Scope

Our construction stage scope assumes that all buildings will be constructed with the same or similar design language and details, and will be constructed simultaneously. If either of these varies, we may request a change in our scope.

Construction Administration Support (CAS)

For this scope, we have assumed a total of approximately 40 hours performing the following tasks:

- Submittal and Shop Drawing Review: Review contractor submittals and shop drawings for enclosure assemblies. Our fees assume that submittals will be in complete specification section packages and that both the General Contractor will have



reviewed and commented on the submissions prior to RDH's review. Our fees include review of two (2) iterations of complete submittal sets.

- RFI/ASI Review: Provide support reviewing and responding to contractor Requests for Information (RFI) and Architect Supplemental Instructions (ASI). Our fees assume support with design-related requests or field conditions that were not addressed during design.

Construction Field Review (CFR)

During construction, we will undertake periodic field review of the enclosure installation. We have estimated twelve (12) visits to provide reasonable flexibility over the construction duration. The actual number of required visits may vary depending on the performance of the subcontractors. During site visits, we will typically:

- Confirm that the building enclosure construction is in general conformance with the drawings and specifications based on a sampling of the work at selected locations.
- Identify nonstandard details that are not specifically dealt with in the documents or that have been created by site conditions and assist the Architect/Owner in determining appropriate solutions.
- Check that appropriate material specifications are being met and liaise with manufacturers to have them confirm that they are reviewing the use of their products on-site as required.
 - Note, this does not include warranty review for any products. If this is desired, we can provide a separate proposal for that service.
- Review on-site mock-ups.

We will meet with the designated General Contractor representative during each site visit and will subsequently prepare and submit a Site Visit Report (SVR) to summarize our observations. Our SVRs can be collected and organized as Action Lists by trade for deficiency resolution by the General Contractor.

Our fees assume that construction will be in general conformance with the design intent. We will track our efforts associated with deficient construction or construction in significant variation from design intent and consider these efforts as additional services.



Fees and Terms

| FEE SUMMARY TABLE | | | |
|---|-----------------|-------------------|------------------|
| PRE-CONSTRUCTION STAGE | | Base Scope | |
| Design Development (DD) | | \$ | 6,000 |
| Construction Documents (CD) | | \$ | 10,000 |
| Thermal and Hygrothermal Modeling (MODEL) | | \$ | 10,000 |
| Bid Phase and Value Engineering (VE) | | \$ | 4,000 |
| Pre-Construction Base Scope Subtotal | | \$ | 30,000 |
| CONSTRUCTION STAGE | | # units | |
| Construction Administration (CAS) | | \$ | 8,000 |
| Construction Field Review (CFR) | \$ 2,500 /visit | 12 | \$ 30,000 |
| Construction Stage Base Scope Subtotal | | | \$ 38,000 |
| ESTIMATED EXPENSES | | # units | |
| Construction Site Visit Travel | \$ 1,200 /visit | 12 | \$ 14,400 |
| Estimated Expenses Total | | | \$ 14,400 |
| ESTIMATED PROJECT FEE TOTAL (BASE SCOPE) | | | \$ 82,400 |

The budgets listed above are estimates based on our understanding of the project at this time. If our scope changes, we may request to amend these values; however, we will not exceed these budgets without prior authorization. This project is subject to the Master Services Agreement between Olson Kundig and RDH dated January 1, 2019.

Please do not hesitate to contact the writer should you wish to discuss any aspect of our proposal. We look forward to working with you.

Yours truly,


David Fox | PE (WA)
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