



March 14, 2022

Ms. J. Gregory Vadney
Executive Director
Rahr-West Art Museum
610 North 8th Street
Manitowoc, Wisconsin 54220

RE: Rahr-West Art Museum
Manitowoc, Wisconsin
HVAC Systems Implementation Support Services Proposal

Dear Mr. Vadney:

Questions & Solutions Engineering, Inc. (QSE) is pleased to present this proposal to provide professional engineering support for the upcoming heating, ventilating, and air conditioning (HVAC) modifications at the Rahr-West Art Museum in Manitowoc, Wisconsin.

Project Background and Objectives

In November 2021, QSE performed an HVAC System Evaluation that resulted in a number of hardware, control, and/or operational modification options and recommendations for their implementation. The Museum has chosen to proceed with the following options this spring ahead of the 2022 summer dehumidification season.

- Option 2: Additional Dehumidification Controls
- Option 3: Additions Humidifier Controls
- Option 7: Mansion Demand Ventilation Control
- Option 8: 1975 Addition Demand Ventilation Control
- Option 9: 1986 Addition Demand Ventilation Control
- Option 10: Museum Staff Access to the BAS (already complete)
- Option 11: BAS Monitoring Program for Museum Staff

This proposal is for QSE to serve as the Museum's owner's technical representative for during design, installation, and functional performance testing of Options 2, 3, 7, 8, and 9. In addition, we will develop the Option 11 Building Automation System (BAS) Monitoring Program and train Museum staff on how to implement it.



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Scope Description

QSE proposes to perform the activities listed in the Proposed Scope of Services Table attached to this letter. The table documents the number of site visits QSE will make, the number of formal meetings in which we will participate, and the estimated labor hours required for each activity. Please note that we have budgeted up to 6 hours of time to review contractor documentation and/or answer contractor questions during implementation. However, the bulk of our effort will be performed at the Museum after Options 2, 3, 7, 8 and 9 are complete and ready for third-party functional testing and demonstration.

Project Team

Rebecca Ellis, PE, will provide all of the proposed services with supplemental support from other QSE professionals as needed.

Schedule

QSE has based this proposal on the assumption that all work will be complete no later than June 15, 2022. Ms. Ellis is available to visit the Museum whenever the contractor's work is complete and ready for testing. **Her site visit will take place over two consecutive days;** the first day focused on testing and the second day focused on the Monitoring Plan and training.

The only black-out dates known at this time are May 11-20 when Ms. Ellis is not available.

Fee Proposal

QSE proposes to provide the above scope of services for a lump sum price of **\$6,400**, including all time and expenses.

QSE will invoice monthly, based on the actual time spent and expenses incurred the previous month. Payment is due 30 days after e-mail receipt of an invoice by the Rahr-West Art Museum. Past-due invoices shall accrue interest at a rate of 1% per month.

QSE's Billing Policy is incorporated into this proposal. If you accept this proposal by signing below, this Proposal letter and QSE's Billing Policy (which together are called the "Proposal" or "Agreement") contain the complete, final and exclusive agreement between QSE and the Rahr-West Art Museum relating to the Project described above. This Proposal supersedes any and all other prior or contemporaneous agreements or understandings. No amendment to this Proposal will be effective unless it is in writing and signed by both QSE and you as our client.



Assignment and Execution

The Rahr-West Art Museum cannot assign any of its obligations to QSE under this Proposal to any third party without the prior written consent of QSE. QSE may withhold or deny consent in its sole discretion.

This Proposal may be signed in one or more counterparts. Each counterpart is an original and together are one and the same document. Facsimile or electronic transmissions, images or signatures shall be effective as an original.

If you find this proposal acceptable, please print and sign it in the space provided below and return (via fax, mail or scanned email attachment) one signed original to QSE.

Thank you very much for the opportunity to continue our work with the Rahr-West Art Museum. If you have any questions, please do not hesitate to call (612-309-0503) or email me (Rebecca.Ellis@QSEng.com) anytime.

Respectfully submitted,

QUESTIONS & SOLUTIONS ENGINEERING, INC.

A handwritten signature in purple ink that reads "Rebecca T. Ellis".

Rebecca T. Ellis, PE
LEED AP BD+C, CCP, BCxP, CxA
President

RAHR-WEST ART MUSEUM ("Client")

Name (Signature)

Title

Name (Printed)

Date

File: Rahr-West Art Museum HVAC Implementation Prop 031422



| Proposed Scope of Services | | | | |
|---|---|--------------------|----------------------|--------------|
| Activity | Notes | Formal Mtgs | Trips to Site | Hours |
| Be available to contractors during implementation | 3 hour allowance | | | 3 |
| Documentation Review | From implementation of Recommendations 2, 3, 7, 8, and 9 | | | 3 |
| Field testing & documentation | Confirm Recommendations 2, 3, 7, 8, and 9 are implemented and performing as intended. | | 1 | 9 |
| Develop BAS monitoring plan | While on site for testing | | | 6 |
| Train Museum Staff to monitor BAS | While on site for testing | | | 2 |
| General Project Coordination & Communications | | | | 4 |
| Totals | | 0 | 1 | 27 |

Questions & Solutions Engineering, Inc.'s Billing Policy

This Billing Policy describes the standard terms and billing policies of Questions & Solutions Engineering, Inc. (QSE) that apply to QSE's services to you, the Client. The Proposal letter and this Billing Policy together are referred to as the "Agreement". If terms in the Proposal letter conflict with the terms contained in this policy, the Proposal letter terms control.

1. *Billing.* QSE generally bills fees and expenses monthly for actual time spent and expenses incurred during the previous month. Invoices are due and payable thirty (30) days after receipt, including receipt through electronic means, such as e-mail.
2. *Interest/Collection Costs.* Interest at a rate of 1% per month (or the maximum allowable rate, if lower) shall be charged on any unpaid past due invoice. Client shall reimburse or pay QSE for all collection costs, including, but not limited to attorneys' fees, that QSE incurs in attempting to collect unpaid past due invoices.
3. *Indemnification.* To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless QSE and its consultants, employees and agents from and against any and all claims arising out of or caused by the negligence or intentional acts of Client, general contractor, subcontractors, material suppliers or any third party. Client has no obligation, however, to defend, indemnify or hold QSE harmless in the event that the claim was caused by the sole negligence or intentional acts of QSE.
4. *Limitation of Liability.* In recognition of the relative risks and benefits of the project to Client and QSE, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of QSE, and QSE's consultants, to Client and to the general contractor and its subcontractors, and suppliers, or any other third party, on the Project for any and all liability, claims, demands, damages, expenses (including attorneys' fees, expert and administrative costs) from any cause or causes, so that the total aggregate liability of QSE and its consultants to all of those named shall not exceed QSE's total fee for services rendered on this project. This limitation of liability includes without limitation allegations or proof of negligence, indemnity, breach of contract, strict liability, warranty or any other claim or cause of action.
5. *Termination.* Client is free to terminate QSE's services and QSE may terminate its services without cause at any time upon written notice. Without limiting QSE's termination rights, QSE may terminate its services if Client does not cooperate or pay QSE's fees and/or expenses in a timely manner, or if QSE determines in its sole discretion that continuing to provide services would be unethical or impractical. If Client terminates QSE's services or if QSE terminates its services, all fees and expenses incurred by QSE up to that time are immediately due and payable. QSE may also charge Client a reasonable fee for the cost of copying, retrieving and/or transferring Client's files, papers, and property.
6. *Governing Law/Jurisdiction/Waiver of Jury Trial.* The Agreement is governed by and construed in accordance with the laws of the State of Minnesota without giving effect to principles that would make the laws of any other jurisdiction apply. A state or federal court of competent jurisdiction located in Hennepin County, Minnesota, shall have exclusive jurisdiction over any and all disputes arising out of or relating to the Agreement. Client expressly agrees and consents to the personal jurisdiction of the state and federal courts located in Hennepin County, Minnesota. Client permanently waives any claim that it is not personally subject to the jurisdiction of any such courts, or that venue in any such courts is improper or inconvenient.

CLIENT EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO (AND AGREES NOT TO REQUEST) A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THE AGREEMENT.