

CITY OF SPOKANE PARK BOARD RIVERFRONT PARK COMMITTEE

Monday, May 9, 2016, 8:05 a.m. City Council Briefing Center, LL, City Hall Jon Moog – Director, Riverfront Park

Committee Members: X Dunau, Andy – Chairperson X Traver, Susan X Kelley, Ross X Potratz, Preston X Selinger, Samuel X Ted McGregor Also Present: Park Board: Chris Wright Parks Staff: Leroy Eadie Sam Song Berry Ellison Jon Moog Fianna Dickson Garrett Jones **Guests:**

Chuck Rehberg Margo Buckles Guy Michaelson

<u>Summarv</u>

- Riverfront Park Groundbreaking Celebration is set for July 8.
- The RFP Committee approved the Berger Partnership Tasks 2.B Contract Budget and Scope in the amount of \$980,000.
- A report was provided on the five locations under consideration for the new Riverfront Park maintenance building/yard location.

The next regularly scheduled Riverfront Park Committee meeting will be at 8:05 a.m. June 6, 2016, City Hall Council Briefing Center, Lower Level.

<u>Minutes</u>

The meeting was called to order at 8:05 a.m. by Chair Andy Dunau. Introductions were made.

Information Items:

- Legislative Update Pedestrian Bridges Leroy Eadie provided an overview of the legislative ask made last year of \$6 million for pedestrian bridges in Riverfront Park. Unfortunately, the effort did not gain the traction needed, so another attempt will be made. Staff and city officials are strategizing the execution for next year's legislative ask. In unison with the July 8 Groundbreaking Celebration, a tour is planned at Riverfront Park for our legislative representatives to visit the park bridges and amenities.
- <u>Groundbreaking Update</u> *Fianna Dickson* announced the Riverfront Park Redevelopment Groundbreaking Celebration is set for July 8 at Gondola Meadow. The event is tentatively planned for 3 p.m. to 8 p.m. In additional to a festive groundbreaking ceremony, there will be free carrousel rides, children's activities and live music.
- 3. <u>Special Park Board meeting update</u> *Andy Dunau* provided highlights of the May 6 Special Park Board meeting.

Action Item:

A. <u>Berger Contract 2.B Budget and Scope</u> – *Andy Dunau* reviewed the budget and scope of Tasks 2.B which include: 1) RFP site design guidelines; 2) RFP electrical consolidations/guidelines; 3) RFP navigation/wayfinding (signage); 4) South Bank-Looff Carrousel site, schematic design through construction administration; 5) North Bank, schematic design through construction administration; and 6) project management on artist/tribal coordination/public outreach. The proposed fee structure includes a standard fee of \$706,400, additional services of \$229,323, with a proposed total of \$935,723. Staff was directed to work with Berger to craft the Tasks 2.B Contract, as approved, and have the contract completed by 3 p.m. Wednesday.

Motion #1: Andy Dunau moved to include the following tasks into the Berger Partnership Contract: 1) Riverfront Park site design; 2) electrical consolidations/guidelines; 3) park navigation/wayfinding; 4) project management; 5) wheels park design to 30 percent; 6) irrigation implementation plan, not to exceed \$15,000; 7) South Bank-Looff Carrousel site, schematic design through construction administration; 8) North Bank, schematic design through construction administration; and 9) reimbursable allowances. The overall increase to the contract shall not exceed \$980,000.

Dr. Sam Selinger seconded. Motion carried unanimously.

Discussion Items:

1. <u>Maintenance building location</u> – *Berry Ellison* reported there are five locations under consideration for the new approximately 10,000-square-foot maintenance building and maintenance yard location, including: 1) North Bank/Washington Street; 2) East Havermale Island; 3) IMAX site; 4) within the Pavilion; and 5) across from the Washington Power Company building on Post Street. Staff was directed to return to the committee with a plan and additional information on the location options.

Standing Report Items:

1. <u>April Financials</u> – The monthly financial report was provided in the committee packets.

Adjournment: The meeting was adjourned at 10:05 a.m.

Next meeting will be at 8:05 a.m. June 6, 2016, City Hall Council Briefing Center, Lower Level, 808 W. Spokane Falls Boulevard, Spokane, Washington.



GROUNDBREAKING CELEBRATION

FRIDAY, JULY 8 3 – 8 P.M. (TENTATIVE TIME) GONDOLA MEADOW

RIVERFRONT PARK MODERNIZATION BERGER FEE MATRIX SPOKANE PARKS AND RECREATION DIVISION

NO.	BERGER	SITE CONSTR BUDGET	STANDARD FEE	ADD'L SERVICE/ OTHER	TOTAL
1	TASK 1 - PROGRAM VALIDATION		\$297,909	\$249,100	\$547,009
2	TASK 2A - PARKWIDE SURVEY/UTILITY GUIDELINES		\$50,250	\$276,735	\$326,985
3	Subtotal 1 & 2A		\$348,159	\$525,835	\$873,994
4					
5	PROPOSED TASK 2B				
6	RFP Site Design Guidelines			<mark>\$36,173</mark>	
7	RFP Electrical Consolidations/Guidelines			<mark>\$70,100</mark>	
8	Riverfront Park Navigation Wayfinding			<mark>\$83,050</mark>	
9	South Bank LOOF Site - SD thru CA (12%)	\$1,720,000	\$206,400		
10	North Bank - SD thru CA (12%)	\$4,000,000	\$480,000		
11	Project Management: Artist/Tribal Coord/Public Outreach (6 months @ \$6,666/Month) with staff oversight			<mark>\$40,000</mark>	
12	Reimbursable Allowances		\$20,000		14
13	Subtotal 2B		\$706,400	<mark>\$229,323</mark>	\$935,723
14					
15	PROPOSED TOTAL FEE THROUGH 2B		\$1,054,559	\$755,158	\$1,809,717
16					
17	FUTURE TASK 2C				
18	Howard Street Promenade - SD thru CA (12%)	\$4,270,000	\$512,400		
19	Havermale Island - SD thru CA (12%)	\$8,385,000	\$1,006,200		
20	Canada Island - SD thru CA (12%)	\$700,000	\$84,000		
21	Project Management: Artist/Tribal Coord/Public Outreach (10 months @ \$6,000/Month) with staff oversight			\$60,000	
22	Reimbursable allowances		\$30,000		
23	Subtotal 2C		\$1,632,600	\$60,000	\$1,692,600
24					
25	Contingency - 20% of 2C		\$326,520		\$326,520
26					
27	Subtotal Berger Contract	\$19,075,000	\$3,013,679	\$815,158	\$3,828,837

Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015)

When budgeting for state capital projects, the estimated value of the Architectural/Engineering (A/E) Basic Services fee (Exhibit A) can be determined by using these fee guidelines. The guidelines are divided into three levels determined by the type and complexity of the building. They are used in the preparation of capital budget requests for Washington State public works building projects under the jurisdiction of the Department of Enterprise Services, universities, natural resource agencies, and the Department of Transportation. A/E Basic Services are defined in this document.

The payment of A/E fees represents some of the most important dollars spent on a project. These funds are an investment affecting both the quality and successful completion of a project. Recognizing this, calculation of a fee structure to obtain quality design at a reasonable cost presents a challenge. There are pros and cons associated with any system used to set fees, and there is great variation in the types and complexity of state construction projects.

These fee guidelines originally were the outcome of a study coordinated by the Office of Financial Management (OFM) to review other fee guidelines and identify approaches used by other states. The study included state agencies, the Washington Council of the American Institute of Architects, American Council of Engineering Companies of Washington, and state universities. State agencies documented examples within state government where the existing fee system posed problems, and they proposed changes that would improve the state system. Higher education agencies provided evaluations of the scope, magnitude, and methods used to establish fees for design services at peer institutions. Updates to the fee guidelines also have considered issues raised by the design community.

Use of the Guidelines

These fee guidelines should be used in preparing capital budget requests to determine the maximum amount that may be payable for A/E basic service fees in fixed price agreements and percent of construction cost agreements. The guidelines define the standard basic services (based on the definition of basic services) that should be included in each design phase of state public works projects for the typical design/bid/build process. They also provide further definition of what are considered reimbursable expenses, extra and other services.

Agencies may choose to pay design consultant fees or allow extra and other charges in a manner other than described in these guidelines, and any additional cost (above the level provided by the guidelines) may be paid from other agency resources.

Percent Fee Compensation

The standard fee schedule has been prepared to establish a basis for determining the scope and cost of design services and to focus the attention of agencies on the quality, capability, and prior performance of the firms being selected for public works projects.

The fee schedule is used to prepare capital budget requests. The actual contracts for basic services payable to the A/E shall be a negotiated fixed amount or percentage of the maximum allowable construction cost of the project not including fees; licenses; permits; sales taxes; contingencies; and change orders caused by A/E errors or omissions, or change orders which do not require design consultant services. Based on the specific circumstances of each project, the final negotiated fee may be above or below the guidelines shown on the schedule. In addition to the basic services fee, allowances will be negotiated for services not covered in the basic services contract.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Maximum Allowable Construction Cost

The Maximum Allowable Construction Cost (MACC) is defined as the total sum available to the general contractor for construction purposes, including all alternates. The MACC excludes Washington state sales tax, professional fees, project contingency funds, or other charges that may not be under the scope of the general contractor. The budget for A/E basic services is based on the MACC plus construction contingency as reflected in the Capital Budgeting System (CBS) and the updated cost estimating form (C-100). The negotiated fee for A/E basic services should be based on the MACC only as shown in Exhibit A – A/E Fee Schedule.

Remodel Design

A/E costs and effort may vary greatly between individual remodeling projects of the same dollar amount. Consequently, each project will be analyzed on an individual basis. As a general rule, the fee will be based upon the building type classification. When program changes are significant or if warranted by other conditions, fees noted under those schedules **may** be increased by *up to three percent* for basic services. Factors to be considered include:

- Age and character of the building
- Availability and accuracy of existing plans and specifications
- Extent and type of program revisions
- Requirement to maintain the building's existing character
- Extent of mechanical and electrical involvement

Phased construction in occupied buildings may substantially affect the construction schedule. More field observation and coordination may require consideration of additional fees beyond the basic services contract amount.

Fee Modifications

It is recognized that there may be considerable variance between projects of a similar size and type that may necessitate modification of the A/E fee schedule. Examples of special circumstances that may necessitate such modifications include:

- Unusual site conditions
- Unique problems requiring specialized or extensive consulting services
- Renovations required by additions to an existing structure
- Unusually slow or fast development schedule (fast track, design build, GC/CM)
- Contractor design (fire protection systems)
- Large portions of work outside the control of the prime architect (wetlands mitigation)

Other circumstances where a fee modification may be appropriate include the following:

Repetitive Design

Where all or part of a project is a site adaptation of a previous design, the basic services fee shall be negotiated, recognizing the reduced level of services. This usually reduces the program analysis, design, and bidding document preparation costs to an amount necessary to update the documents for site work, code revisions, etc. Reductions must be considered on a case-by-case basis.

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Equipment and Substantially Reduced Work Requirements

Where a project involves a substantial amount of expensive equipment that may be relatively easy to accommodate, fees should be reduced accordingly. Likewise, any contract or modification to a contract where work requirements are substantially less than indicated by the application of a percentage fee need to be addressed separately. Projects with disproportionate elements of high cost, such as earth moving, may be relatively easy to design and fees should be reduced accordingly.

Prototype Design

The initial design of a prototype facility, such as a housing unit at an institution, may warrant a full design fee based on the previous development of the prototype. However, the fee for A/E basic services for all additional replications of the prototype constructed at the same time or at other locations in the future shall be calculated at 40 percent of full fees.

Policy Regarding Geographic Location of Consultant

It is the state's policy to obtain the highest quality design services for a fair and equitable payment to the design firm. The state recognizes that the investment for quality design services is directly related to a well-organized construction process and maximum functionality of the completed project. With this in mind, proposals for design services will be accepted from all firms wishing to work for the state, and evaluated based on the firm's capability, competency, and experience in successfully completing similar projects.

The fee structure should be appropriate for each project, regardless of the location of the consultant. The basic services fee includes all travel costs associated with the performance of basic services within a 50-mile radius of the project. General expenses for the cost of travel and per diem between 50 and 350 miles shall be based on state rates and may be reimbursable to the extent they are reasonable and negotiated within the A/E agreement. Travel expenses beyond 350 miles for both the agency and consultants must be justified in writing when submitting a budget request to OFM.

Basic Services Fee Breakdown

The following is a guide for splitting the A/E fee into approximate percentages for each phase of work. Although it is not intended to be absolute, significant deviations should be closely reviewed. The intent of the guidelines is to ensure that design requirements progress in an orderly manner and that essential planning and system development occur when most beneficial to the project. Essential elements of the work should be completed and approved prior to initiating succeeding design phases. For a more detailed explanation of activities normally included in each phase, see the A/E Basic Services section.

Percent of Basic Services Fee	
Schematic Design	18
Design Development	20
Construction Document	31
Bidding	2
Construction	27
Project	2

The basic fee categories are described below:

A/E Basic Services

A/E Basic Design Services consist of the services described in the following pages and are included on the Capital Project Cost Estimate within CBS. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

Schematic Design Services (18 Percent)

In the Schematic Design phase, the A/E provides those services necessary to prepare Schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the predesign phase, approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E.

Schematic design includes the following:

Project Administration	Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
Disciplines Coordination	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services may be required and negotiated for appropriate phases of the work.
Document Checking	Review and coordination of project documents.
Consulting Permitting Authority	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
Data Coordination User Agency	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
Structural Design	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
Mechanical Design	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
Electrical Design	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
Civil/Site Design	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.

Specifications	Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.
Materials Research	Services consisting of identification of potential of architectural materials, systems, and equipment.
Scheduling	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision- making, design, and documentation.
Cost Estimating	 Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the schematic design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
Presentations	Services consisting of appropriate presentation(s) of schematic design documents by the A/E to agency representatives.

Design Development Services (20 Percent)

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved schematic design documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

Design development includes the following:

Project Administration	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.
Disciplines Coordination	Coordination of the architectural work and the work of engineering with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.

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Structural Design	Services consisting of continued development of the specific structural system(s) and schematic design documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.	
Mechanical Design	Services consisting of continued development and expansion of mechanical schematic design documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.	
Electrical Design	Services consisting of continued development and expansion of electrical schematic design documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.	
Civil/Site Design	Services consisting of continued development of civil/site schematic design documents and development of outline specifications required for the project that are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.	
Specifications	Services consisting of preparation for the agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.	
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.	
Cost Estimating	 Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the MACC 	
Presentations	Services consisting of appropriate presentation(s) of design development documents by the A/E to agency representatives.	

Construction Document Services (31 Percent)

In the construction documents phase, the A/E shall provide the services necessary to prepare for approval by the agency – from the approved design development documents; construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the construction of the project.

Project Administration	Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences.
	design review conferences.

Disciplines Coordination	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project.
Structural Design	Services consisting of preparation of final structural engineering calculations, drawings, and specifications based on approved design development documentation, which details structural construction requirements for project.
Mechanical Design	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved design development documentation, setting forth in detail the mechanical construction requirements for the project.
Electrical Design	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved design development documentation, setting forth in detail the electrical construction requirements for the project.
Civil/Site Design	Services consisting of preparation of final civil/site design drawings and specifications based on approved design development documentation required for the project, which are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.
Specifications	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
User Agency Assistance	Provide necessary information to user agency for the preparation of OFM requirements for release of allotments including preparation of cost statistics.

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Bidding Phase (2 Percent)

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the agency may authorize bidding of portions of the work.

Project Administration	Services consisting of bidding administrative functions.
Disciplines Coordination	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
Bidding Materials	Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
Addenda	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
Bidding	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
Analysis of Substitutions Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior receipt of bids.	
Bid Evaluation	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
Contract Agreements	Assist using agency in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the agency, of notice(s) to proceed with the work.

Construction Contract Administration Phase (27 Percent)

In the Construction Contract Administration phase, the A/E shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

Project Administration	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
Disciplines Coordination Document Checking	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.

Construction Administration	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
Construction Field Observation	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
Project Representation	Services consisting of assisting the agency in selection of full- or part-time project representative(s).
Documents	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record- keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
Scheduling	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
Cost Accounting	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

Project Closeout (2 Percent)

Project Closeout	Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.
Record Documents (As- Builts)	Receive and review the contractors marked up field records. Supply the record documents to user agency. (Transferring the contractor's record of field changes to the original record drawings may be authorized by the owner as an additional service.)
Operations and Maintenance Manuals	Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to user agency.
Warranty Period	Continued assistance to investigate contract problems that arise during the warranty period.

A/E Extra Services/Reimbursables and Other Services

The majority of projects should be completed within the structure of the basic fee schedule. However, some projects will be more complex and require a range of Extra Services/Reimbursables and Other Services, which will be negotiated for specific tasks. These services typically require specialist expertise and may not neatly fall within one phase of service or another. As projects become more complex, they demand a variety of special studies and services. Extra Services/Reimbursables are services generally provided by the same A/E providing the basic services, and Other Services are those services generally provided by additional specialty consultants, either as subs to the prime A/E or as independent consultants directly contracted with the agency.

Extra services are not intended as an adjustment to basic services and should reflect actual anticipated cost. The following provides a guideline for evaluating the pricing of Extra and Other services, and establishing the eligibility of reimbursable expenses.

Multiplier	Negotiated rate within a range of 2 to 3.2 times employee direct base salary (not including fringe benefits, taxes, retirement contributions, or profit sharing).
Employees of Firm	Negotiated rate not to exceed a maximum of \$150 per hour.
Principal of Firm	A Principal is defined as a partner of a partnership, a stockholder of a corporation, or a duly authorized officer. The negotiated rate is not to exceed \$200 per hour.
Special Consulting Services	When special consulting services not normally associated with traditional project design are necessary, the fee may be outside of the above guidelines (such as expert witness or special investigations).
Service Charge on Sub- Consultant	Ten percent service charge may be added to work incorporated by addenda to the original agreement.

A. Pricing Consultants and Subconsultant Personnel

B. A/E Extra Services/Reimbursable Expenses

When drafting the A/E agreement, the Project Manager should review the following list in determining eligible reimbursable items. It is not all inclusive or exclusive and should only be used as a guide.

Alternative Cost Studies	Additional costing beyond the parametric estimates required in basic services as requested by the agency.
Energy Life Cycle Cost Analysis (ELCCA)	All projects over 25,000 square feet are required by Chapter 39.35 RCW to be analyzed for the cost of energy consumption and operation during its entire economic life.
Life Cycle Cost Analysis (LCCA)	All projects valued over \$5,000,000 or projects constructing new building space over 5,000 square feet are required to perform a life cycle cost analysis to evaluate the total cost of ownership for the building or building system. Agencies will utilize the Life Cycle Cost Tool (LCCT) which standardizes rates and methodology to perform the analysis.
Commissioning and Training	Cost to the A/E of assembly, tabulation, and indexing of all shop drawings and submittals on all equipment, controls, systems, and participating in an independent commissioning of the project and providing initial operator training on the maintenance of systems.

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Enhanced Commissioning	A longer post occupancy phase, commonly referred to as enhanced commissioning, may be necessary to achieve the long-term desired performance of a new building or system. This work generally includes monitoring energy performance after construction, additional training to facility staff, and system adjustments to ensure the building continues to operate as originally designed.					
On-Site Representative	On-site observation beyond the periodic site visits required under basic services for construction field observation.					
Thermal Scans	Cost of an examination of a structure for thermal loss on existing facility to be remodeled.					
Value Engineering Participation and Implementation	Cost to the A/E for participation in the value engineering study and implementation of the accepted ideas that generate during the study.					
Travel and Per Diem	Customary and approved costs to A/E during the course of basic and additional services (based on state rates and limited to between 50 and 350 miles).					
Renderings, Presentations, and Models	Cost for special presentations, renderings, and models required for the project.					
Document Reproduction	Additional cost of printing and mailing bidding and construction documents.					
Advertising	Cost of required advertisements and placing bidding documents in plan centers announcing the bidding of the project.					
Constructability Review Participation and Implementation	Cost to the A/E for participation in the constructability review and implementation of the accepted changes.					
Leadership in Energy and Environmental Design	Cost of providing services for negotiation, documentation, and associated services required for sustainable design project certificates with the U.S. Green Building Council.					
Separate Bid Packages	Cost to the A/E for preparation of separate bid packages typically used in GC/CM type projects.					
Professional Liability Insurance	Where coverage is required in excess of \$1 million, reimbursement of excess premium costs will be considered as a reimbursable cost.					

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C. A/E Other Services

Consultant Selection Cost	Additional costs for private sector members of a selection committee if required (Chapter 39.80 RCW).					
Specialty Consultants	 required (Chapter 39.80 RCW). Cost of only those additional consultant services beyond A/E services provided under basic services. Specialty consultants include, but are not limited to: Acoustical Consultant Civil Engineering additional services may include: Studies, reports, and calculations required to determine adequacy of existing systems or those required for permit review such as drainage, fire protection, or sewer Storm drainage design and connections Design or study of issues for "sensitive areas" such as wetlands, steep slopes, or flood plains Water supply connections to wells, treatment systems, storage, and off-site main extensions Sanitary sewer design and infrastructure Road and pavement improvements Storm water quality and quantity computations, reports, design and details Temporary erosion and sediment control reports and drawings Special studies and reports for other agencies Communications Consultant Electronic/Audio Visual Consultant Hazardous Material Consultant Interior Design Consultant Indoor Air Quality Consultant Kitchen Consultant Landscape Consultant Quality Control Consultant Security Consultant 					
Geotechnical Investigation	Cost of subsurface testing and evaluation.					
Commissioning	Cost of an independent commissioning of the project.					
HVAC Balancing	Cost to balance systems.					
Site Survey	Cost of conducting a survey independent from design A/E.					
Testing	Cost of a technician's services in acquiring and testing samples of material used in the project as required in the state building code.					
Energy LCCA Review	Fee to be paid for review of the energy life cycle cost analysis.					
Value Engineering	Cost for performing the required value engineering study on a project by an independent multi-disciplined team.					

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Constructability Review/Plan Check	Cost for an independent consultant or contractor to review bid documents and determine if a project can be built as designed.
Graphics	Cost of special graphic and signage design.
Design/Code Plan Check	Cost of an independent plan check if not available within the local jurisdiction.
Other	Costs for requested documents, fax expenses, and special mail service when requested by owner.

D. Non-Eligible Expenses

- Consultants hired at A/E's option to perform basic services required by contract.
- Postage and handling of submittals, bid documents, correspondence, etc.
- Telephone expenses (local calls and line service).
- Copies of documents used by the A/E to perform normal services and not provided to owner.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

A/E Fee Schedule - Building Types

<u>Schedule A</u>	Schedule B	<u>Schedule C</u>		
Facilities with more than average design difficulty:	Facilities with average difficulty:	Projects with less than average design difficulty:		
Art galleries Auditoriums (with stage) Communications buildings Courthouses Detention/correctional facilities, maximum Exposition buildings Extended care facilities Fish hatcheries Heating and power plants Hospitals Laboratories (research) Medical office facilities and clinics Mental institutions Museums Observatories Research facilities Sewer treatment plants Special schools Theaters and similar facilities Veterinary hospitals Water treatment plants	Apartment buildings Archive building Armories Auditoriums (without stage) College classroom facilities Computer rooms Convention facilities Day care families Detention/correctional facilities, minimum and medium Dining halls/institutes Dormitories Fire and police stations Gymnasiums Laundry and cleaning facilities Libraries Neighborhood centers and similar recreation facilities Nursing homes Office buildings Recreational building Residences Schools (primary and secondary) Science labs (teaching) Stadiums, multi-purpose Storage facilities, cold Transportation terminals Vocational schools	Civil and utility projects Emergency generator facilities Farm structures Greenhouses Guard towers Industrial buildings without special facilities Parking structures and garages Printing plants Prototype facilities (for any replication of previously designed facility) Service garages Shop and maintenance facilities Simple loft-type structures (without special equipment) Stadiums, grandstand type Warehouses		

EXHIBIT A

A/E FEE SCHEDULE

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$100,000				\$4,100,000	10.40%	8.99%	7.59%
\$200,000				\$4,200,000	10.37%	8.97%	7.57%
\$300,000				\$4,300,000	10.34%	8.94%	7.54%
\$400,000	Basic Serv	vices fee amo	ount to be	\$4,400,000	10.32%	8.92%	7.52%
\$500,000	negotiated f	or projects v	vith a MACC	\$4,500,000	10.29%	8.90%	7.50%
\$600,000	less	than \$1,000,	,000	\$4,600,000	10.27%	8.87%	7.48%
\$700,000				\$4,700,000	10.24%	8.85%	7.46%
\$800,000				\$4,800,000	10.22%	8.83%	7.44%
\$900,000				\$4,900,000	10.20%	8.81%	7.42%
\$1,000,000	11.75%	10.30%	8.85%	\$5,000,000	10.17%	8.79%	7.40%
\$1,100,000	11.67%	10.22%	8.77%	\$5,100,000	10.15%	8.77%	7.38%
\$1,200,000	11.60%	10.15%	8.70%	\$5,200,000	10.13%	8.75%	7.36%
\$1,300,000	11.53%	10.08%	8.63%	\$5,300,000	10.11%	8.73%	7.35%
\$1,400,000	11.46%	10.01%	8.56%	\$5,400,000	10.09%	8.71%	7.33%
\$1,500,000	11.40%	9.95%	8.50%	\$5,500,000	10.06%	8.69%	7.31%
\$1,600,000	11.34%	9.89%	8.45%	\$5,600,000	10.04%	8.67%	7.29%
\$1,700,000	11.29%	9.84%	8.39%	\$5,700,000	10.02%	8.65%	7.28%
\$1,800,000	11.23%	9.79%	8.34%	\$5,800,000	10.00%	8.63%	7.26%
\$1,900,000	11.18%	9.74%	8.29%	\$5,900,000	9.98%	8.61%	7.24%
\$2,000,000	11.13%	9.69%	8.25%	\$6,000,000	9.96%	8.60%	7.23%
\$2,100,000	11.09%	9.65%	8.20%	\$6,100,000	9.94%	8.58%	7.21%
\$2,200,000	11.04%	9.60%	8.16%	\$6,200,000	9.93%	8.56%	7.20%
\$2,300,000	11.00%	9.56%	8.12%	\$6,300,000	9.91%	8.54%	7.18%
\$2,400,000	10.96%	9.52%	8.08%	\$6,400,000	9.89%	8.53%	7.17%
\$2,500,000	10.92%	9.48%	8.05%	\$6,500,000	9.87%	8.51%	7.15%
\$2,600,000	10.88%	9.44%	8.01%	\$6,600,000	9.85%	8.49%	7.14%
\$2,700,000	10.84%	9.41%	7.98%	\$6,700,000	9.83%	8.48%	7.12%
\$2,800,000	10.80%	9.37%	7.94%	\$6,800,000	9.82%	8.46%	7.11%
\$2,900,000	10.76%	9.34%	7.91%	\$6,900,000	9.80%	8.45%	7.09%
\$3,000,000	10.73%	9.30%	7.88%	\$7,000,000	9.78%	8.43%	7.08%
\$3,100,000	10.70%	9.27%	7.85%	\$7,100,000	9.77%	8.42%	7.07%
\$3,200,000	10.66%	9.24%	7.82%	\$7,200,000	9.75%	8.40%	7.05%
\$3,300,000	10.63%	9.21%	7.79%	\$7,300,000	9.73%	8.39%	7.04%
\$3,400,000	10.60%	9.18%	7.76%	\$7,400,000	9.72%	8.37%	7.03%
\$3,500,000	10.57%	9.15%	7.74%	\$7,500,000	9.70%	8.36%	7.01%
\$3,600,000	10.54%	9.12%	7.71%	\$7,600,000	9.68%	8.34%	7.00%
\$3,700,000	10.51%	9.10%	7.68%	\$7,700,000	9.67%	8.33%	6.99%
\$3,800,000	10.48%	9.07%	7.66%	\$7,800,000	9.65%	8.31%	6.97%
\$3,900,000	10.45%	9.04%	7.63%	\$7,900,000	9.64%	8.30%	6.96%
\$4,000,000	10.42%	9.02%	7.61%	\$8,000,000	9.62%	8.29%	6.95%
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MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$8,100,000	9.61%	8.27%	6.94%	\$12,100,000	9.11%	7.83%	6.55%
\$8,200,000	9.59%	8.26%	6.93%	\$12,200,000	9.10%	7.82%	6.54%
\$8,300,000	9.58%	8.25%	6.91%	\$12,300,000	9.09%	7.81%	6.53%
\$8,400,000	9.56%	8.23%	6.90%	\$12,400,000	9.08%	7.80%	6.52%
\$8,500,000	9.55%	8.22%	6.89%	\$12,500,000	9.07%	7.79%	6.52%
\$8,600,000	9.53%	8.21%	6.88%	\$12,600,000	9.06%	7.78%	6.51%
\$8,700,000	9.52%	8.19%	6.87%	\$12,700,000	9.05%	7.77%	6.50%
\$8,800,000	9.51%	8.18%	6.86%	\$12,800,000	9.04%	7.76%	6.49%
\$8,900,000	9.49%	8.17%	6.85%	\$12,900,000	9.03%	7.76%	6.49%
\$9,000,000	9.48%	8.16%	6.84%	\$13,000,000	9.02%	7.75%	6.48%
\$9,100,000	9.46%	8.14%	6.83%	\$13,100,000	9.01%	7.74%	6.47%
\$9,200,000	9.45%	8.13%	6.81%	\$13,200,000	9.00%	7.73%	6.46%
\$9,300,000	9.44%	8.12%	6.80%	\$13,300,000	8.99%	7.72%	6.46%
\$9,400,000	9.42%	8.11%	6.79%	\$13,400,000	8.98%	7.71%	6.45%
\$9,500,000	9.41%	8.10%	6.78%	\$13,500,000	8.97%	7.70%	6.44%
\$9,600,000	9.40%	8.09%	6.77%	\$13,600,000	8.96%	7.70%	6.43%
\$9,700,000	9.39%	8.07%	6.76%	\$13,700,000	8.95%	7.69%	6.43%
\$9,800,000	9.37%	8.06%	6.75%	\$13,800,000	8.94%	7.68%	6.42%
\$9,900,000	9.36%	8.05%	6.74%	\$13,900,000	8.93%	7.67%	6.41%
\$10,000,000	9.35%	8.04%	6.73%	\$14,000,000	8.92%	7.66%	6.40%
\$10,100,000	9.33%	8.03%	6.72%	\$14,100,000	8.91%	7.65%	6.40%
\$10,200,000	9.32%	8.02%	6.71%	\$14,200,000	8.90%	7.65%	6.39%
\$10,300,000	9.31%	8.01%	6.70%	\$14,300,000	8.89%	7.64%	6.38%
\$10,400,000	9.30%	8.00%	6.70%	\$14,400,000	8.88%	7.63%	6.38%
\$10,500,000	9.29%	7.99%	6.69%	\$14,500,000	8.88%	7.62%	6.37%
\$10,600,000	9.27%	7.98%	6.68%	\$14,600,000	8.87%	7.61%	6.36%
\$10,700,000	9.26%	7.97%	6.67%	\$14,700,000	8.86%	7.61%	6.36%
\$10,800,000	9.25%	7.95%	6.66%	\$14,800,000	8.85%	7.60%	6.35%
\$10,900,000	9.24%	7.94%	6.65%	\$14,900,000	8.84%	7.59%	6.34%
\$11,000,000	9.23%	7.93%	6.64%	\$15,000,000	8.83%	7.58%	6.34%
\$11,100,000	9.22%	7.92%	6.63%	\$15,100,000	8.82%	7.58%	6.33%
\$11,200,000	9.21%	7.91%	6.62%	\$15,200,000	8.81%	7.57%	6.32%
\$11,300,000	9.19%	7.90%	6.61%	\$15,300,000	8.81%	7.56%	6.32%
\$11,400,000	9.18%	7.89%	6.61%	\$15,400,000	8.80%	7.55%	6.31%
\$11,500,000	9.17%	7.88%	6.60%	\$15,500,000	8.79%	7.55%	6.30%
\$11,600,000	9.16%	7.87%	6.59%	\$15,600,000	8.78%	7.54%	6.30%
\$11,700,000	9.15%	7.87%	6.58%	\$15,700,000	8.77%	7.53%	6.29%
\$11,800,000	9.14%	7.86%	6.57%	\$15,800,000	8.76%	7.52%	6.29%
\$11,900,000	9.13%	7.85%	6.56%	\$15,900,000	8.76%	7.52%	6.28%
\$12,000,000	9.12%	7.84%	6.56%	\$16,000,000	8.75%	7.51%	6.27%

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MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$16,100,000	8.74%	7.50%	6.27%	\$20,100,000	8.45%	7.25%	6.05%
\$16,200,000	8.73%	7.50%	6.26%	\$20,200,000	8.44%	7.24%	6.04%
\$16,300,000	8.72%	7.49%	6.26%	\$20,300,000	8.43%	7.24%	6.04%
\$16,400,000	8.71%	7.48%	6.25%	\$20,400,000	8.43%	7.23%	6.03%
\$16,500,000	8.71%	7.48%	6.24%	\$20,500,000	8.42%	7.23%	6.03%
\$16,600,000	8.70%	7.47%	6.24%	\$20,600,000	8.41%	7.22%	6.03%
\$16,700,000	8.69%	7.46%	6.23%	\$20,700,000	8.41%	7.21%	6.02%
\$16,800,000	8.68%	7.45%	6.23%	\$20,800,000	8.40%	7.21%	6.02%
\$16,900,000	8.68%	7.45%	6.22%	\$20,900,000	8.39%	7.20%	6.01%
\$17,000,000	8.67%	7.44%	6.21%	\$21,000,000	8.39%	7.20%	6.01%
\$17,100,000	8.66%	7.43%	6.21%	\$21,100,000	8.38%	7.19%	6.00%
\$17,200,000	8.65%	7.43%	6.20%	\$21,200,000	8.38%	7.19%	6.00%
\$17,300,000	8.64%	7.42%	6.20%	\$21,300,000	8.37%	7.18%	5.99%
\$17,400,000	8.64%	7.41%	6.19%	\$21,400,000	8.36%	7.18%	5.99%
\$17,500,000	8.63%	7.41%	6.19%	\$21,500,000	8.36%	7.17%	5.98%
\$17,600,000	8.62%	7.40%	6.18%	\$21,600,000	8.35%	7.16%	5.98%
\$17,700,000	8.61%	7.39%	6.17%	\$21,700,000	8.34%	7.16%	5.97%
\$17,800,000	8.61%	7.39%	6.17%	\$21,800,000	8.34%	7.15%	5.97%
\$17,900,000	8.60%	7.38%	6.16%	\$21,900,000	8.33%	7.15%	5.96%
\$18,000,000	8.59%	7.38%	6.16%	\$22,000,000	8.33%	7.14%	5.96%
\$18,100,000	8.59%	7.37%	6.15%	\$22,100,000	8.32%	7.14%	5.96%
\$18,200,000	8.58%	7.36%	6.15%	\$22,200,000	8.31%	7.13%	5.95%
\$18,300,000	8.57%	7.36%	6.14%	\$22,300,000	8.31%	7.13%	5.95%
\$18,400,000	8.56%	7.35%	6.14%	\$22,400,000	8.30%	7.12%	5.94%
\$18,500,000	8.56%	7.34%	6.13%	\$22,500,000	8.30%	7.12%	5.94%
\$18,600,000	8.55%	7.34%	6.13%	\$22,600,000	8.29%	7.11%	5.93%
\$18,700,000	8.54%	7.33%	6.12%	\$22,700,000	8.28%	7.11%	5.93%
\$18,800,000	8.54%	7.33%	6.12%	\$22,800,000	8.28%	7.10%	5.93%
\$18,900,000	8.53%	7.32%	6.11%	\$22,900,000	8.27%	7.10%	5.92%
\$19,000,000	8.52%	7.31%	6.10%	\$23,000,000	8.27%	7.09%	5.92%
\$19,100,000	8.51%	7.31%	6.10%	\$23,100,000	8.26%	7.09%	5.91%
\$19,200,000	8.51%	7.30%	6.09%	\$23,200,000	8.26%	7.08%	5.91%
\$19,300,000	8.50%	7.30%	6.09%	\$23,300,000	8.25%	7.08%	5.90%
\$19,400,000	8.49%	7.29%	6.08%	\$23,400,000	8.24%	7.07%	5.90%
\$19,500,000	8.49%	7.28%	6.08%	\$23,500,000	8.24%	7.07%	5.90%
\$19,600,000	8.48%	7.28%	6.07%	\$23,600,000	8.23%	7.06%	5.89%
\$19,700,000	8.47%	7.27%	6.07%	\$23,700,000	8.23%	7.06%	5.89%
\$19,800,000	8.47%	7.27%	6.06%	\$23,800,000	8.22%	7.05%	5.88%
\$19,900,000	8.46%	7.26%	6.06%	\$23,900,000	8.22%	7.05%	5.88%
, / /				\$24,000,000	8.21%	7.04%	5.87%

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$24,100,000	8.20%	7.04%	5.87%	\$28,000,000	8.00%	6.86%	5.72%
\$24,200,000	8.20%	7.03%	5.87%	\$29,000,000	7.96%	6.82%	5.69%
\$24,300,000	8.19%	7.03%	5.86%	\$30,000,000	7.91%	6.78%	5.66%
\$24,400,000	8.19%	7.02%	5.86%	\$31,000,000	7.86%	6.74%	5.62%
\$24,500,000	8.18%	7.02%	5.85%	\$32,000,000	7.82%	6.71%	5.59%
\$24,600,000	8.18%	7.01%	5.85%	\$33,000,000	7.78%	6.67%	5.56%
\$24,700,000	8.17%	7.01%	5.85%	\$34,000,000	7.74%	6.64%	5.53%
\$24,800,000	8.17%	7.00%	5.84%	\$35,000,000	7.70%	6.60%	5.50%
\$24,900,000	8.16%	7.00%	5.84%	\$36,000,000	7.66%	6.57%	5.48%
\$25,000,000	8.16%	6.99%	5.83%	\$37,000,000	7.62%	6.54%	5.45%
\$25,100,000	8.15%	6.99%	5.83%	\$38,000,000	7.59%	6.51%	5.42%
\$25,200,000	8.14%	6.99%	5.83%	\$39,000,000	7.55%	6.47%	5.40%
\$25,300,000	8.14%	6.98%	5.82%	\$40,000,000	7.52%	6.45%	5.37%
\$25,400,000	8.13%	6.98%	5.82%	\$41,000,000	7.48%	6.42%	5.35%
\$25,500,000	8.13%	6.97%	5.82%	\$42,000,000	7.45%	6.39%	5.32%
\$25,600,000	8.12%	6.97%	5.81%	\$43,000,000	7.42%	6.36%	5.30%
\$25,700,000	8.12%	6.96%	5.81%	\$44,000,000	7.39%	6.33%	5.28%
\$25,800,000	8.11%	6.96%	5.80%	\$45,000,000	7.36%	6.31%	5.26%
\$25,900,000	8.11%	6.95%	5.80%	\$46,000,000	7.33%	6.28%	5.24%
\$26,000,000	8.10%	6.95%	5.80%	\$47,000,000	7.30%	6.26%	5.21%
\$26,100,000	8.10%	6.94%	5.79%	\$48,000,000	7.27%	6.23%	5.19%
\$26,200,000	8.09%	6.94%	5.79%	\$49,000,000	7.24%	6.21%	5.17%
\$26,300,000	8.09%	6.94%	5.78%	\$50,000,000	7.21%	6.18%	5.15%
\$26,400,000	8.08%	6.93%	5.78%	\$51,000,000	7.19%	6.16%	5.13%
\$26,500,000	8.08%	6.93%	5.78%	\$52,000,000	7.16%	6.14%	5.12%
\$26,600,000	8.07%	6.92%	5.77%	\$53,000,000	7.13%	6.12%	5.10%
\$26,700,000	8.07%	6.92%	5.77%	\$54,000,000	7.11%	6.09%	5.08%
\$26,800,000	8.06%	6.91%	5.77%	\$55,000,000	7.08%	6.07%	5.06%
\$26,900,000	8.06%	6.91%	5.76%	\$56,000,000	7.06%	6.05%	5.04%
\$27,000,000	8.05%	6.91%	5.76%	\$57,000,000	7.03%	6.03%	5.03%
				\$58,000,000	7.01%	6.01%	5.01%
				\$59,000,000	6.99%	5. 99 %	4.99%
				\$60,000,000	6.96%	5.97%	4.98%

SCHEDULE A = 90 / (625 + (MACC / (5357/2418)) ^ 0.38)

SCHEDULE **B** = (SCHEDULE A + SCHEDULE C) / 2

SCHEDULE C = (9.03 / (57.3 + (MACC / (5357/2418))^0.25))-0.02



AREA LEGEND

- **Relocated Event Pavilion** A
- в Event / Restroom
- **Event Lawn** С
- **Shoreline and Steep Slope Planting** D
- **Bioswale Planting** E
- **General Planting & Trees** F
- North Gateway Plaza G
- **Howard Street Promenade:** H
 - H-1 Plaza Paving
 - H-2 Steps / Seats @ Coulee Pothole Play

Pathways

1

- I-1 Main/Primary Pathway Paving Concrete Pavers
- I-2 Secondary Pathway Paving
- I-3 Tertiary Pathway
- I-4 River Overlook (inc. structure, paving)

Parking Lot X

- X-1 Drop Off (inc. sidewalk, curb)
- X-2 Parking Lot (inc. planting, sidewalk, asphalt)
- X-3 Intersection & ROW Access @ Intersection

Play Features P

- P-1 Play Area
- P-2 Bluff Climb / Basalt Structure
- P-3 Bluff Stairs West/East
- P-4 Bluff Slides
- P-5 Coulee Play Feature (water play)
- P-6 Rhythmite Seating / Climbing Feature
- P-7 Sensory / Native Garden
- P-8 Pothole Play / Planting Area
- P-9 Bluff Walk (inc. crushed gravel, path, planting)

NORTH BANK BUDGET \$4,000,000 + TAX (CONSTRUCTION) \$480,000 (DESIGN & CA)

H-2

REGIONAL

D

1-1

1-2-

H-1

TEMPORARY

ACCESS

Riverfront Park 4.13.16 TBP

NORTH BANK BASE SCOPE AND BUDGET

FEET

80

120

40



RIVERFRONT PARK SKATEPARK SIZES - MAY 6TH, 2016

Neighborhood Skatepark (skatespot) - up to 8,000 sq ft Cost \$75,000 - \$320,000

A neighborhood skatepark is usually designed to meet the needs of the immediately adjacent community. They tend to consist of smaller staple skate features that allow users to focus on building their skills. They can also contain unique features if they are designed to compliment nearby larger facilities.







District Skatepark - 8,000 sq ft - 20,000 sq ft Cost - \$320,000 - \$900,000

The larger size of a District Skatepark allows it to include a greater variety of features that might not fit into in a neighborhood park. District Skateparks usually have multiple skating areas to allow for numerous users to use the facility simultaneously.







Cost - \$900,000 - \$5,000,000









RIVERFRONT PARK



Regional Skatepark - 20,000 sq ft and up.

Facilities of this scale provide a regional /national draw for skateboard tourism as well as a venue that will attract large events. A Regional Skatepark usually has some type of signature feature or multiple signature features that make it stand out and provide a unique experience for the end user.















RIVERFRONT PARK SKATEPARK LAYOUT - MAY 6TH, 2016





RIVERFRONT PARK





PARTNERSHIP
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Memo	
То:	Berry Ellison, City of Spokane
From:	Todd Bronk
Subject:	Wheels / Skate Facility Proposal

Date:05.06.16Page:1 of 1

Please find below a base fee estimate below for the Riverfront Park, North Bank Wheels Facility as shown in the attached exhibits to this memorandum. This proposal serves as a starting point for the City and is based on an assumed \$900,000 construction budget provided by the City the week of 05-02. A formal proposal will be provided as a follow up when requested based on City input to the attached exhibits, the proposed design process in the attached proposal exhibit from Grindline, and any further information on the facility and adjacent use and needs that are developed during further design refinement on Riverfront Park.

North Bank Wheels Facility:

Berger Partnership	\$5,850.00
 General Scope to 30% Design: Prime consultant providing design integration, community workshop attendance as needed, support graphics for contextual studies of Wheels Facility. Includes 4% mark-up for sub-consultants. 	
Gridline	\$21,150.00
 General Scope to 30% Design: Refer to attached proposal exhibit for details. Summary: Concept design, outreach, and development of 30% Design (geometry, grading, layout) for Wheels Facility of approximately 8500 square feet. 	
Reimbursable / Expenses / Travel	\$3,000.00

Total Fee Estimate: \$30,000.00



PROPOSAL FOR DESIGN SERVICES – RIVERSIDE PARK SKATEPARK, SPOKANE

Proposal Submitted To: Todd Bronk The Berger Partnership 1721 8th Avenue N Seattle, WA 98109-3015

PROJECT DESCRIPTION: Professional design services for a skatepark of approximately 8,500 square feet (estimated project budget \$900,000) at City of Spokane's planned Riverside Park.

TASK 1. PROJECT STARTUP

a) Project Kick Off Meeting: The Design Team and Client will review current site information (Master Plan and Survey) and discuss how skatepark improvements will integrate with current and future park elements. The Design Team will determine if any additional survey information is needed to commence design. The Design Team and Client will finalize the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, online forums and exchange/review of documents will be identified.

b) Site Visit: The Design Team and Client will do a site visit to review the existing conditions of the proposed site and explore opportunities and constraints of the site. Items such Vehicular, Pedestrian and Utility Integration, Required/Desired Amenities, and Permitting Requirements will be discussed and solutions proposed for identified items.

c) Community Meeting #1: Design Team will engage community members and stakeholders in a public input meeting on the skatepark design. This meeting will introduce Grindline to community, explain the design/public input process, and share how the community drives the project development. This meeting is open forum for public to view the concept presented with the proposal and provide input that will drive the development of the design concepts. Community members will be given an opportunity to provide input via verbal, written or online participation. The project Facebook page will be used to promote the Skatepark project and post concepts so community members can access project information online and make comments for consideration.

d) Design Review Meeting: Via phone conference/online meeting, Design Team and Client will discuss input from kick off meeting, site visit and Community Meeting. Client will provide direction so Design Team can begin development of the Conceptual Designs.

(Sample) Task 1 Deliverables & Final Products:

A summary report for the site summarizing the results of the Project Startup Meetings for the Client to review and approve, including:



4619 14TH AVE SW SEATTLE, WA 98106 206.932.6414 (OFFICE) 206.932.6840 (FAX) www.grindline.com

- Brief narrative listing the site constraints and opportunities and an inventory/analysis of potential skatepark area
- Finalized Program, Schedule, and Budget for remainder of Design process
- Summary of Public Input Report from 1st Community Meeting.

TASK 2. CONCEPTUAL DESIGN

a) Preliminary Conceptual Design: The Design Team will develop 2 Preliminary Concepts based on information from Project Startup Report and submit to Client for comment. The skatepark designs will be coordinated with any other proposed Master Plan improvements. The concepts will include the 3D renderings of the skatepark and include preliminary cost estimates.

b) Design Review meeting: The Grindline will meet with City and Design Team in Spokane to discuss the preliminary concepts. City will provide direction to refine concepts prior to Community Meeting #2

c) Community Meeting #2: In a meeting similar to Community Meeting #1, Grindline will return to Spokane to present the Preliminary Concepts and collect feedback. Concepts will be presented through a combination of photos, Power Point slides, large presentation boards, and interactive 3D models. This allows us to "walk or skate around the design" as well as pull dimensions upon request from the audience. We will use the project's Facebook page to distribute the image and get feedback from the committee and community.

(Sample) Task 2 Deliverables & Final Products:

• Preliminary Conceptual Designs suitable for display showing the site plan and program elements to scale. Submittal to include plan and 3d perspective views and will be submitted in digital format

• Preliminary Cost Estimates with quantity of materials estimates for concepts

TASK 3. FINAL DESIGN – 30% Drawings

a) Design Review Meeting: The Design Team and Client will discuss input from the 2nd community meeting and comments posted on the projects' facebook forum via phone conference/online meeting. Client will provide direction so Design Team can begin development of the Final Design.

b) Final Design: The Design Team will create a Preferred Concept and submit to the Client for review. This will finalize the skatepark and include collaboration with Berger on any landscaping, amenities, and storm water management components directly related to the skatepark. Grindline will coordinate with Berger on the design of any amenities and connections adjacent to the skatepark. The Final Designs are a complete build out of the skateparks and non-skatepark components. The Client's review comments will include information and changes relevant to local and state building codes and permits. Design Team will provide detailed line item cost estimates and updated schedule.

c) Design Review Meeting: The Grindline will meet with City and Design Team in Spokane to discuss the preferred concept. City will provide direction to refine concept prior to Community

Meeting #3.

d) Community Meeting #3: Grindline will return to Spokane to host the 3rd community meeting for community members and stakeholders to present the Preferred Concept. The Designs will be presented similar to task 2b and the public will be updated on the project schedule though completion dates.

(Sample) Task 3 Deliverables & Final Products:

 Preferred Concept suitable for display showing the site plans and program elements to scale. Submittal to include plans and 3d perspective views and will be in digital format
 Final Cost Estimates with quantity of materials estimates for approved designs

Grindline Skateparks

• Final Cost Estimates with quantity of materials estimates for approved designs.

De	esign Services	- Riv	verside Park	Skatepark			
Item Labor	Quantity	Unit	Rate	Cost	Totals		
TASKS 1-4: DESIGN							
Project Startup, Kick Off & Site Meeting, Community Meeting #1 \$4,15					\$4,150.00		
Principal	8	hrs	\$125.00	\$1,000.00			
Lead Design	24	hrs	\$125.00	\$3,000.00			
Design Associate	2	hrs	\$75.00	\$150.00			
Conceptual Design, Review Meeting, Community Meeting #2 \$8,500.00					\$8,500.00		
Principal	16	hrs	\$125.00	\$2,000.00			
Lead Design	40	hrs	\$125.00	\$5,000.00			
Design Associate	20	hrs	\$75.00	\$1,500.00			
Final Design (30% Set), Review Meeting, Community Meeting #3 \$8,500.0				\$8,500.00			
Principal	8	hrs	\$125.00	\$1,000.00			
Lead Design	30	hrs	\$125.00	\$3,750.00			
Design Associate	50	hrs	\$75.00	\$3,750.00			
Construction Documents (50/90/100%, Specifications & Permitting) \$0.00							
Principal		hrs	\$125.00	\$0.00			
Lead Design		hrs	\$125.00	\$0.00			
Design Associate		hrs	\$75.00	\$0.00			
				Grindline subtotal	\$21,150.00		
EXPENSES \$3,000.00							
Travel/Printing	1	ls	\$3,000.00	\$3,000.00	+ - , · 		

All work, including additional services requested, will be billed at the hourly rates below

Grindline Skateparks, Inc.

Project Director, Principal	\$125.00 per hour
Project Manager, Associate	\$75.00 per hour
Lead Designer, Principal	\$125.00 per hour
Design Associate	\$85.00 per hour
Landscape Architect	\$125.00 per hour
CAD Technician	\$55.00 per hour
Clerical/Administration	\$55.00 per hour

Grindline Skateparks appreciates the opportunity to work with The Berger Partnership and the City of Spokane on this next skatepark project. It is our understanding with this proposal that the skatepark's related budget is \$900,000 and estimated to allow for 8,500 sq ft of skate surface. Thank you for the opportunity to provide you with a proposal. We look forward to working with you and adjusting the above scope and deliverables based on the final services desired. If we can be of any further assistance, please call me on 206-932-6414.

Sincerely,

Micah Shapiro Grindline Skateparks (206) 932-6414



Value Engineering Options - Recreational Rink & Skyride

- Remove Canopy at the Rotunda.
- Decrease overall height of the rotunda.
- Reduce quantity of windows/glazing.
- Abandon expanded kitchen plan.
- Reduce depth of excavation and concrete.
- Apply cost effective exterior Veneers.
- Minimally durable & minimally efficient H-VAC system.

RIVERFRONTPARKNOW.COM

David Condon MAYOR



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400 FAX (509) 625-6413

REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

i

RFQ NUMBER: **#3775-11**

DESCRIPTION: PARKWIDE GEOTECHNICAL ENGINEERING

DUE DATE: MONDAY, June 6 MAY , 2016 No later than 1:00 p.m.

> City of Spokane - Purchasing 4TH Floor, City Hall 808 W. Spokane Falls Blvd. Spokane WA 99201-3316

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REQUEST FOR QUALIFICATIONS FOR CONSULTING ENGINEERING SERVICES

GEOTECHNICAL ENGINEERING

PART I. INTRODUCTION

1.1 INTRODUCTION

The City of Spokane Parks and Recreation Department, through its Department of Purchasing (hereinafter "City") is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in geotechnical engineering designdesign, and environmental analysis-

1.2 INQUIRIES

Inquiries and other communications about this Request for Qualifications shall be through the City of Spokane Parks and Recreation, Riverfront Park Redevelopment. The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Berry Ellison Program Manager Jo-Lynn Brown, Program Coordinator Riverfront Park Redevelopment Parks and Recreation Division, 5th Floor-City Hall 808 W. Spokane Falls Boulevard Spokane, Wa.99201-3343 (509) 625-62<u>6476</u> bellison@spokanecity.org

Formatted: Default Paragraph Font

Any other communication will be considered unofficial and non-binding on the City. Consultants are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

1.3 PROJECT BACKGROUND

The City manages and operates Riverfront Park which occupies forty (40) acres of land in the center of downtown Spokane. The scope of improvements are being developed by multiple entities with input from several stakeholders including, but not limited to: City Utilities Department, City Water Department, City Engineering Department, City Parks Department, Avista Utilities, Department of Ecology, Department of Fish and Wildlife, US Army Corps of Engineers, and the State Historic Preservation Officer. **Note:** The Park Board provides oversight and approval of contracts, design, policy, and budget considerations related to this Project.

The City has determined that the redevelopment of Riverfront Park will be awarded as seven (7) interrelated subprojects likely totaling up to Fifty (\$50) Million Dollars in capital improvements. Available funding to support capital improvements may vary based on the success of fundraising to augment the bond measure approved by the citizens of Spokane

- a. Howard Street Bridge South Replacement and Theme Stream Crossing;
- b. Year Round Recreational Rink and Skyride Facility;
- c. Looff Carrousel, Rotary Fountain, and Red Wagon Playground;
- d. Havermale Island, U.S. Pavilion Event Center, and Howard Street Promenade;
- e. Howard Street Bridge North, Howard Street Bridge Mid-Channel, and Canada Island;
- f. North Bank landscape, Parking, Access, and Regional Playground;
- g. Pedestrian Bridge Repair (five (5) total); and
- h. Coordination with adjacent civic development projects; i.e. Post Street Bridge, Combined Sewer Overflow projects, street improvement projects, etc.

The design of each of these sub-projects may be led by two (2) separate A/E Consultant teams. Note: The Berger Partnership is the Prime Landscape Architect responsible for all site landscape, civil, and electrical improvements.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about <u>JuneMay</u> 30th 2016 and to end on December 31th 2018.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City is the City of Spokane, a Washington State municipal corporation that is issuing this RFQ.

Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal - A formal offer submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to submit their qualifications, experience, and approach for evaluation.

1.6 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

PART II. GENERAL INFORMATION

2.1 SUBMISSION OF PROPOSALS

By signature on the commitment letter, Proposers certify that they comply with all terms and conditions set out in this Request for Qualifications.

Proposals shall be delivered to the City no later than 1:00 p.m. PDT on Monday, <u>JuneMay 69, 2016</u>. The City reserves the right to not consider Proposals received late.

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL – IMPORTANT"
"RFQ # – Geotechnical Engineering"
"DUE: MONDAY, <u>JuneMAY 69</u>, 2016 - 1:00 P.M." YOUR COMPANY NAME

Submit Seven (7) copies of the Proposal, as follows:

Original paper Proposal, Six (6) paper copies, and One (1) reproducible digital copy (cd or thumbdrive) to:

City of Spokane – Purchasing 4th Floor – City Hall 808 West Spokane Falls Blvd. Spokane, WA 99201

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Proposals delivered late. It is the responsibility of the Proposer to be sure the Proposals are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the due date.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., Monday, JuneMay 923, 2016 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

2.2 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator

2.3 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who receive the RFQ.

The City also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to final award of a contract.

2.4 ACCEPTANCE PERIOD

Proposals must provide sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

2.5 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.6 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all or the Proposal

2.7 PREPARATION COST OF PROPOSALS

The City shall not be liable for any costs incurred by a firm in preparing or submitting a Proposal, in conduct of a presentation, or any other activities related to responding to this RFQ. Submitted materials become the property of the City and will not be returned. Submitted Proposals constitute public records which are subject to review and copying by a person making an appropriate request for public record.

2.8 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

2.9 REJECTION OF PROPOSALS

The City reserves the right to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

PART III. PROPOSAL CONTENT AND FORMAT

3.1 OVERVIEW OF THE WORK

The work to be performed by the selected Firm will consist of various projects. <u>GeoEngineers</u> is currently developing a soil management plan, and the city has entered a voluntary cleanup program with the Department of Ecology, and is currently working with Washington State Ecology Water Quality Department to determine stormwater treatment options. Please note contaminated soils have been discovered in the Recreation Rink area. Total expenditures over the two (2) or three (3) year life of the resultant Agreement shall not exceed \$350,000. GeoEngineers is contracted for Geotechnical evaluation and ESA (Environmental Site Assessment) for the Recreational Ribbon and Skyride, Terminal, and Looff TheCarrousel. The [Firm shall be prepared to provide geotechnical engineering services in the following areas:

- Classification of soils by appropriate methods visual, sieve analyses, Atterberg limits
- Determination of soil properties by appropriate means field tests (ex. proctor test), laboratory tests (ex. shear tests, consolidation, permeability) or by correlation
- Foundation and wall design parameters (bearing capacity, settlement, lateral earth pressure, etc.)
- Pavement sub-grade characterization (resilient modulus) and pavement design
- Water mounding and relationship to stormwater injections
- Geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
- •—Identification of restrictive infiltration layers below the ground surface
- Slope stability and groundwater seepage
- Phase 1 and phase 2 environmental site assessments or work with sub-consultants having expertise in same
- Attend meetings as need or required by PMO (Project Management Organization)

3.2 SUPPORT SERVICES

3.3 ORGANIZATION OF THE CONSULTANT'S RESPONSE

The Consultant's response to the RFQ shall include as a minimum the following items:

Proposers shall limit their Proposal response to six (6) pages excluding "letter of submittal", résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

- 1) A description of the Firm's qualifications/experience in the following area:
 - Classification of soils by appropriate methods visual, sieve analyses, Atterberg limits
 - Determination of soil properties by appropriate means field tests (ex. proctor test), laboratory tests (ex. shear tests, consolidation, permeability) or by correlation
 - Foundation and wall design parameters (bearing capacity, settlement, lateral earth pressure, etc.)
 - Pavement sub-grade characterization (resilient modulus) and pavement design
 - Water mounding and relationship to stormwater injections
 - Geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
 - Identification of restrictive infiltration layers below the ground surface
 - Slope stability and groundwater seepage
 - Phase 1 and phase 2 environmental site assessments or work with <u>subconsultantssub</u> <u>consultants</u> having expertise in same
- 2) A staffing plan listing:
 - a) personnel<u>Personnel</u> who will be responsible for carrying out the work.
 - b) <u>A</u> description of qualifications, skills (e.g., <u>brief</u> résumés) and responsibilities for each project participant.
- 3) References of at least three former clients (not including City staff) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and e-mail address and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
- 4) Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the references.
- 5) If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

PART IV. PROPOSAL EVALUATION

4.1 CONSULTANT SELECTION PROCESS

Responses received in reply to this RFQ will be evaluated on the likelihood of the consultant meeting the requirements therein. The evaluation will be based on the technical and administrative capabilities of the consultant in relation to the project goals. A committee will review the consultant Statements of Qualifications according to the following criteria:

Evaluation Criteria	Maximum Score
General Information <u>10</u>	5
Approach, Methodology & Project Experience Understanding	<u> </u>
Experience and Qualifications of Proposed Staffing Special Experiance 25	<u>10</u>
Proposer's Experience Resumes	25
Clarity of Proposal Insurance Information	<u>5</u>
Location/Proximity TOTAL	<u> </u>

The review committee anticipates a substantial response to this RFQ. Consequently, consultants are encouraged to keep their submittals <u>concise and to-the-point</u>. Lengthy submittals do not contribute to thorough review.

The Consultant Selection Committee will review the responses and develop a "short-list" of what the committee determines to be the most qualified respondents. These consultants may be invited to interview with the committee if the committee deems it necessary. Final selection of the most qualified consultant will be made soon thereafter.

4.2 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase. Unsuccessful proposers will not automatically be notified of Proposal results.

4.3 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Consultant's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

4.4 PROTEST PROCEDURE

Following evaluation, a recommendation for award shall be submitted to the <u>Park Boardeity</u> council. Award of contract, if made, shall be by the <u>Park Board, eity council in open meeting</u>. Proposers wishing to protest the award of the contract must make their protests in writing within 5 days of award of contract. before the city council at the award hearing.

PART V. CONTRACT REQUIREMENTS

5.1 MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION

The City of Spokane recognizes there is a need to provide the maximum practicable opportunity for increased participation by minority and women-owned business enterprises (MBE's and WBE's). The City therefore establishes the following laudatory goals for this contract:

MBE	6%
WBE	4%
Or a combined total of	10%

Selection of the successful applicant will not be based on meeting these laudatory goals. Achievement of the above goals is encouraged. Accordingly, each Proposer will be required to take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned business:

- a) Including qualified minority and women's businesses on solicitation lists;
- b) Ensuring that minority and women's businesses are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- d) Establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- e) Using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprises

5.2 INSURANCE COVERAGE

During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:

- a) Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- b) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this contract; and

- c) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d) Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two [2] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5.3 CITY OF SPOKANE BUSINESS LICENSE

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <u>http://bls.dor.wa.gov</u> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

5.4 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

5.5 **DISPUTES**

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

5.6 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

5.7 LIABILITY

The Consultant shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Consultant's negligence or breach or its obligations under the contract. The Consultant's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Consultant's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Consultant, its officers and employees shall apply only to the extent of the negligence of the Consultant, its officers and employees. The Consultant's duty to indemnify shall survive termination or expiration of the contract. The Consultant waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

David Condon MAYOR



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400 FAX (509) 625-6413

REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

RFQ NUMBER: **#3775-11**

DESCRIPTION: Riverfront Park Redevelopment Park Wide Permitting

DUE DATE: FRIDAY, APRIL 22, 2016 No later than 1:00 p.m.

> City of Spokane - Purchasing 4TH Floor, City Hall 808 W. Spokane Falls Blvd. Spokane WA 99201-3316

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REQUEST FOR QUALIFICATIONS CONSULTING FOR PARK WIDE PERMITTING

Redeveloping Riverfront Park

PART I. INTRODUCTION

1.1 INTRODUCTION

The City of Spokane is seeking consultant assistance to obtain a variety of permits that will be necessary for the redevelopment of Riverfront Park. Implementation of the redevelopment program includes environmental documentation to support both State Environmental Policy Act (SEPA) and the National Environmental Act (NEPA). Further, Joint Aquatic Resource Permit Application (JARPA) with primary focus on Section 401 permits from the Washington State Department of Ecology (Ecology), Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW), a Section 404 Permit from the United States Corps of Engineers (USACE), and floodplain development permits and shorelines permits (both exemptions and Conditional Use Permits) from the City of Spokane's Planning and Services Division are also anticipated. Key permitting considerations for the Riverfront Park Redevelopment include:

1.2 INQUIRIES

Inquiries and other communications about this Request for Qualifications shall be through the City of Spokane Planning/Engineering/Building Services Division. The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Berry Ellison Program Manager Riverfront Park Redevelopment Parks and Recreation Division, 5th Floor-City Hall 808 W. Spokane Falls Boulevard Spokane, WA 99201-3343 (509) 625-6276 bellison@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Consultants are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

1.3 PROJECT BACKGROUND

The City manages and operates Riverfront Park which occupies forty (40) acres of land in the center of downtown Spokane. The scope of improvements are being developed by multiple entities with input from several stakeholders including, but not limited to: City Utilities Department, City Water Department, City Engineering Department, City Parks Department, Avista Utilities, Department of Ecology, Department of Fish and Wildlife, US Army Corps of Engineers, and the State Historic Preservation Officer. **Note:** The Park Board provides oversight and approval of contracts, design, policy, and budget considerations related to this Project.

The City has determined that the redevelopment of Riverfront Park will be awarded as seven (7) interrelated subprojects likely totaling up to Fifty (\$50) Million Dollars in capital improvements. Available funding to support capital improvements may vary based on the success of fundraising to augment the bond measure approved by the citizens of Spokane

- a. Howard Street Bridge South Replacement and Theme Stream Crossing;
- b. Year Round Recreational Rink and Skyride Facility;
- c. Looff Carrousel, Rotary Fountain, and Red Wagon Playground;
- d. Havermale Island, U.S. Pavilion Event Center, and Howard Street Promenade;
- e. Howard Street Bridge North, Howard Street Bridge Mid-Channel, and Canada Island;
- f. North Bank landscape, Parking, Access, and Regional Playground;
- g. Pedestrian Bridge Repair (five (5) total); and
- h. Coordination with adjacent civic development projects; i.e. Post Street Bridge, Combined Sewer Overflow projects, street improvement projects, etc.

The design of each of these sub-projects may be led by two (2) separate A/E Consultant teams. Note: The Berger Partnership is the Prime Landscape Architect responsible for all site landscape, civil, and electrical improvements.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about May 13th 2016 and to end on December 31st 2018.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

A/E Consultant Team – Individual or company selected by the City to provide Architectural, Landscape Architecture, Engineering or specialty design services for the Project.

Capital Improvement Cost – Cost of materials and the labor & equipment required to install those materials.

City – The City of Spokane, a Washington State municipal corporation that is issuing this RFQ.

Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Program Management Office (PMO) – The City's entity responsible to ensure the Program goals are met by providing insight, clarity, and decision-making that is unable to be accomplished at the Project level.

Proposal – A formal offer submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to submit their qualifications, experience, and approach for evaluation.

1.6 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

PART II. GENERAL INFORMATION

2.1 SUBMISSION OF PROPOSALS

By signature on the commitment letter, Proposers certify that they comply with all terms and conditions set out in this Request for Qualifications.

Proposals shall be delivered to the City no later than 1:00 p.m. PDT on FRIDAY, April 22, 2016. The City reserves the right to not consider Proposals received late.

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL – IMPORTANT" "RFQ #3775-11 – Riverfront Park Redevelopment Park wide Permits" "DUE: FRIDAY, APRIL 22, 2016 - 1:00 P.M." YOUR COMPANY NAME

Submit Seven (7) copies of the Proposal, as follows:

Original paper Proposal, Six (6) paper copies, and One (1) reproducible digital copy (cd or thumbdrive) to:

City of Spokane – Purchasing 4th Floor – City Hall 808 West Spokane Falls Blvd. Spokane, WA 99201

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Proposals delivered late. It is the responsibility of the Proposer to be sure the Proposals are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the due date.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., Monday, May 2, 2016 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

2.2 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator

2.3 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who receive the RFQ.

The City also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to final award of a contract.

2.4 ACCEPTANCE PERIOD

Proposals must provide sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

2.5 **RESPONSIVENESS**

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.6 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all or the Proposal

2.7 PREPARATION COST OF PROPOSALS

The City shall not be liable for any costs incurred by a firm in preparing or submitting a Proposal, in conduct of a presentation, or any other activities related to responding to this RFQ. Submitted materials become the property of the City and will not be returned. Submitted Proposals constitute public records which are subject to review and copying by a person making an appropriate request for public record.

2.8 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

2.9 **REJECTION OF PROPOSALS**

The City reserves the right to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

PART III. PROPOSAL CONTENT AND FORMAT

3.1 OVERVIEW OF THE WORK

The City of Spokane is seeking consultant assistance to obtain a variety of permits that will be necessary for the redevelopment of Riverfront Park. Implementation of the redevelopment program includes environmental documentation to support both State Environmental Policy Act (SEPA) and the National Environmental Act (NEPA). Further, Joint Aquatic Resource Permit Application (JARPA) with primary focus on Section 401 permits from the Washington State Department of Ecology (Ecology), Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW), a Section 404 Permit from the United States Corps of Engineers (USACE), and floodplain development permits and shorelines permits (both exemptions and Conditional Use Permits) from the City of Spokane's Planning and Services Division are also anticipated.

Key permitting considerations for the Riverfront Park Redevelopment include:

- Compliance with Avista's FERC license and protecting Avista's facilities and property throughout the park
- Park eligibility as a historic district due to the significance of the Expo 74' features
- High potential for encountering archeological resources
- High potential of encountering hazardous materials during ground excavations
- Preparing and implementing mitigation plans

The redevelopment of Riverfront Park includes a complex permitting effort that requires the ability to strategize, be flexible, plan out work for the next four years, schedule, and coordinate with numerous parties, including permitting agencies, design contractors, City staff, and stakeholders.

3.2 SUPPORT SERVICES

More information regarding the proposed "Scope of Work" is available at <u>http://riverfrontparkmasterplan.org/master-plan-2014</u>

3.3 ORGANIZATION OF THE CONSULTANT'S RESPONSE

Because the City intends to rely on the experience of the Proposer to help ensure effective management support for the Project and subprojects, it is appropriate that each Proposer use his/her own discretion in the approach and style of response used in their Statement of Qualifications (SOQ). However, each Proposal should contain at a minimum the following sections:

1) Proposer Overview

Provide a brief narrative describing the Proposer's number of years providing services to public agencies in the State of Washington.

Additionally address the following questions:

- Please describe the relationship you see between the City and your organization to carry out this Project successfully?
- □ What responsibilities are you prepared to handle if needed?

2) Approach, Methodology and Project Understanding

This section should provide detailed discussion of the Proposer's management experience with permitting regulations with all agencies having jurisdiction, which the Proposer has applied to similar programs.

Provide a narrative explaining the Proposer's understanding of the overview of the Work required and important considerations related specifically to: management, coordination, and quality control around a diverse set of Project components including considerations for high-profile public projects.

Provide a narrative explaining the Proposer's experience in resource augmentation for a Program such as this.

3) Experience and Qualifications of Proposed Staff

- a. Responses from interested Proposers must contain an organization chart, a detailed and specific discussion of the Proposer's key proposed staff with availability, certifications/licenses, capacity/capabilities, location, and Team reporting relationships for this Project. Include appropriate biographical data and resumes.
- b. Include qualifications of specialists in scheduling, cost management, quality assurance, and quality control.
- c. Identify additional staff, consultants, or services that may be of benefit to the City on this Project.

4) Proposer's Experience

This section should detail the Proposer's background and qualifications and establish his/her experience and performance in the management of programs similar to this Project. Please address each of the following appropriately:

- a. What is your experience in successfully managing Public Works permitting for programs similar in scope or dollar amount within the past ten (10) years? Provide a minimum of two (2) examples of Public Works Permit Management projects. Examples shall include scope, (program/project budget of each project and identify if projects were either new construction and/or modernization/rehabilitation projects), location of each project and name, address, and current phone number of client contact for project.
- b. List references which may be contacted. Include current name, address and phone numbers. Include a minimum of three (3) references. City reserves the right to contact references not listed in Proposer's RFQ submittal.

PART IV. PROPOSAL EVALUATION

4.1 CONSULTANT SELECTION PROCESS

Responses received in reply to this RFQ will be evaluated on the likelihood of the consultant meeting the requirements therein. The evaluation will be based on the technical and administrative capabilities of the consultant in relation to the project goals. A committee of professional engineers and laypersons will review the consultant Statements of Qualifications according to the following criteria:

Evaluation Criteria	Maximum Score
Proposer Overview	10
Approach, Methodology & Project Understanding	30
Experience and Qualifications of Proposed Staffing	25
Proposer's Experience	25
Clarity of Proposal	10
TOTAL	100

The review committee anticipates a substantial response to this RFQ. Consequently, consultants are encouraged to keep their submittals <u>concise and to-the-point</u>. **Lengthy submittals do not contribute to thorough review.**

The Consultant Selection Committee will review the responses and develop a "short-list" of what the committee determines to be the most qualified respondents. These consultants may be invited to interview with the committee if the committee deems it necessary. Final selection of the most qualified consultant will be made soon thereafter.

4.2 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase. Unsuccessful proposers will not automatically be notified of Proposal results.

4.3 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Consultant's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

4.4 PROTEST PROCEDURE

Following evaluation, a recommendation for award shall be submitted to the city council. Award of contract, if made, shall be by the city council in open meeting. Proposers wishing to protest the award of the contract must make their protests before the city council at the award hearing.

PART V. CONTRACT REQUIREMENTS

5.1 MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION

The City of Spokane recognizes there is a need to provide the maximum practicable opportunity for increased participation by minority and women-owned business enterprises (MBE's and WBE's). The City therefore establishes the following laudatory goals for this contract:

MBE	6%
WBE	4%
Or a combined total of	10%

Selection of the successful applicant will not be based on meeting these laudatory goals. Achievement of the above goals is encouraged. Accordingly, each Proposer will be required to take the following affirmative steps in considering award of subcontracts to the fullest extent possible to gualified minority and women owned business:

- a) Including qualified minority and women's businesses on solicitation lists;
- b) Ensuring that minority and women's businesses are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- d) Establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- e) Using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprises

5.2 INSURANCE COVERAGE

During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:

- a) Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- b) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this contract; and

- c) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d) Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two [2] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5.3 CITY OF SPOKANE BUSINESS LICENSE

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <u>http://bls.dor.wa.gov</u> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

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This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

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No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

5.7 LIABILITY

The Consultant shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Consultant's negligence or breach or its obligations under the contract. The Consultant's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Consultant's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Consultant, its officers and employees shall apply only to the extent of the negligence of the Consultant, its officers and employees. The Consultant's duty to indemnify shall survive termination or expiration of the contract. The Consultant waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.



OPTION 1: NORTH SITE -Good street access from Washington St -Outside shoreline jurisdiction. -Low proximity to park event areas, farther travel for crews. -Generates most park maintenance traffic

on park pedestrian paths. -Visually out of site from most of park.

OPTION 3: IMAX SITE

- -Site selected per master plan.
- -Structure needs retrofitting and updating to meet code.
- -High proximity to park event areas.
- -Poor access to any adjacent streets.
- -Re-inforces river as back of park, dividing instead of unifying park.

Rivenion) Park



OPTION 5: POST STREET

- -New structure within shoreline jurisdiction.
- -High proximity to park event areas.
- -Excellent street access from Post St.
- -Highly functional location for operations.
- -Utilitarian building and activity may be aesthetically unattractive.

Operations Facility

OPTION 2: EAST HAVERMALE -2 story structure within shoreline jurisdition. -Adequate street access from adjacent streets. -Adequate proximity to park event areas. -"Hidden" location for utilitarian building.

OPTION 4: PAVILION SITE

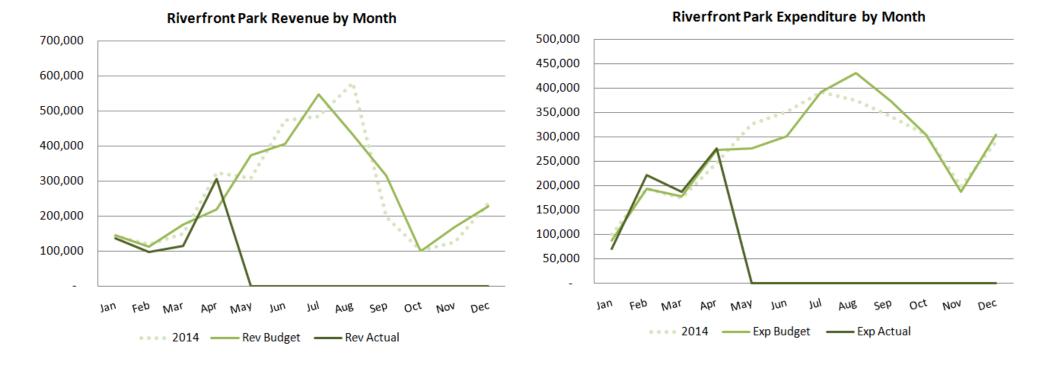
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15

See

- -Re-use existing CMU building (Spokane Story) -Located at heart of park.
- -May create conflict between the primary park icon and park operations.
- -Poor street access from adjacent streets.
- -Utilitarian building and activity may be aesthetically unattractive.

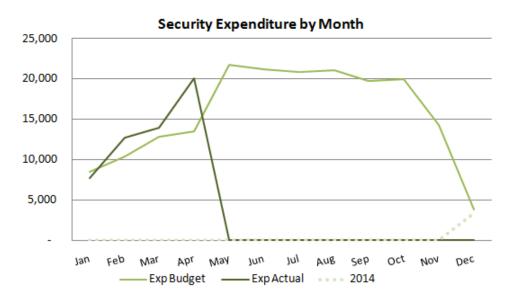
As of April 30, 2016

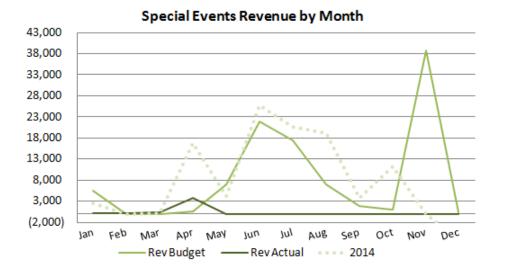


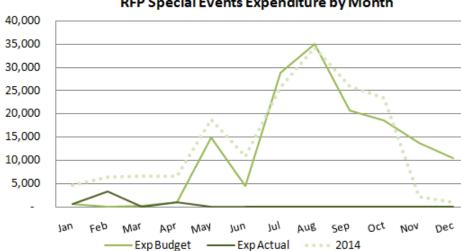
Page 1

CITY OF SPOKANE - PARKS AND RECREATION STATEMENT OF ACTIVITY WITH ANNUAL BUDGET RIVERFRONT PARK APRIL, 2016

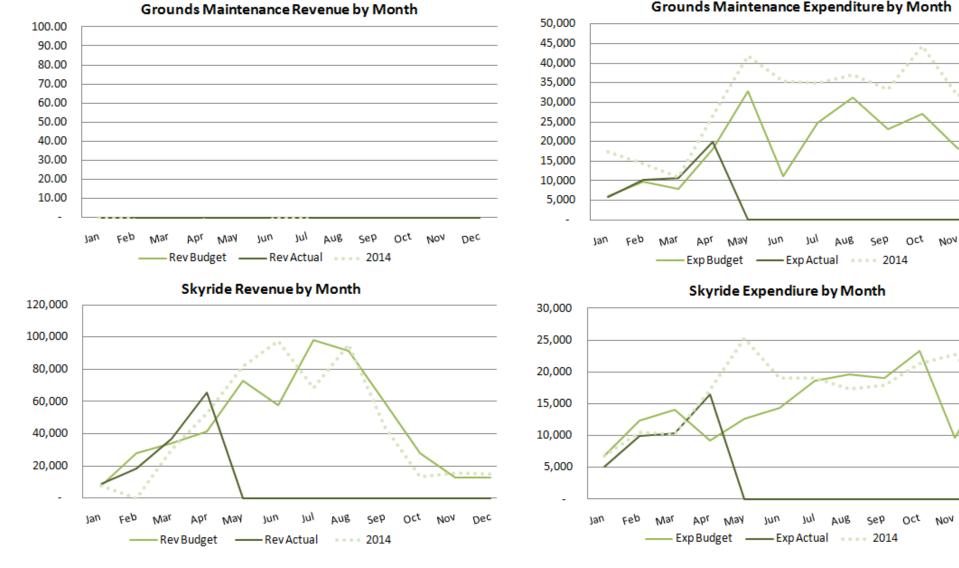
	Month Actual	YTD Budget	YTD Actual	Budget Variance	Fav.↑ Unfav.↓	2015 YTD Actual	2014 YTD Actual	Annual Budget	% of Budget	Project Calc	Project Mgr
Revenue	305,769	654,268	655,839	1,570	\uparrow	644,380	736,575	3,225,600	20%	100%	n/a
Salaries and Wages	178,019	351,118	406,685	55,567	\downarrow	360,754	367,492	1,631,037	25%	103%	n/a
Personnel Benefits	35,224	106,188	103,766	(2,421)	1	92,970	91,701	385,240	27%	99%	n/a
Supplies	14,443	37,567	32,267	(5,300)	1	34,523	53,580	385,221	8%	99%	n/a
Services and Charges	46,817	234,523	210,400	(24,123)	1	195,633	198,714	864,327	24%		n/a
Intergoverment Prof Services	1,246	4,332	2,773	(1,559)	\uparrow	3,797	3,536	35,425	8%	95%	n/a
Expenditures	275,749	733,728	755,891	22,163	\downarrow	687,676	715,023	3,301,250	18%	99%	
Net Revenue	30,020	(79,460)	(100,053)	(20,593)	\downarrow	(43,296)	21,552	(75,650)			
Transfers In	-	-	-	-		-	-	-			
Transfers Out			-					(100,000)	0%	100%	
Net Transfers			-					(100,000)			
Net Operations	30,020	(79,460)	(100,053)	(20,593)	\downarrow	(43,296)	21,552	(175,650)			
Capital Outlay		(39,197)	(10,507)	28,691		(9,240)	(67,823)	(98,501)	11%	75%	n/a
Revenue less Expenditures	30,020	(118,657)	(110,560)	8,098	↑	(52,536)	(46,271)	(274,151)	Month	/Yr Ratio:	33%







RFP Special Events Expenditure by Month

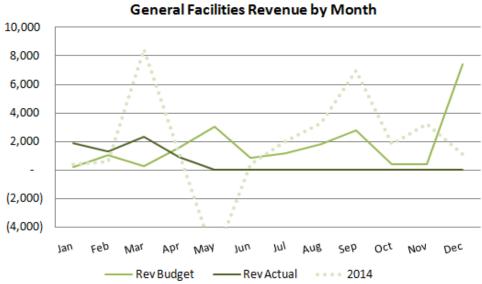


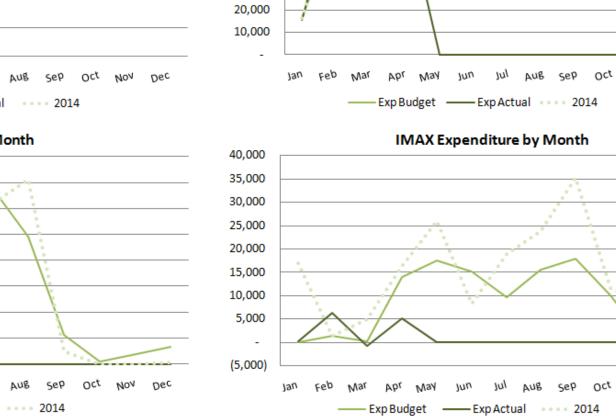
Grounds Maintenance Expenditure by Month

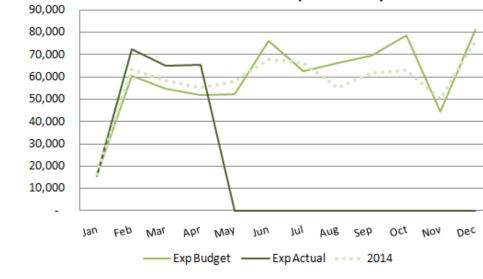
5/5/2016

Dec

Dec

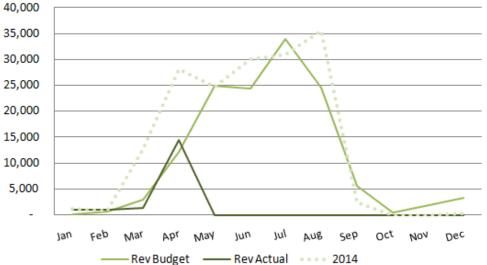






General Facilities Expenditure by Month

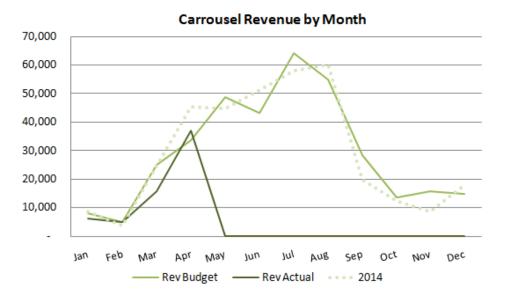


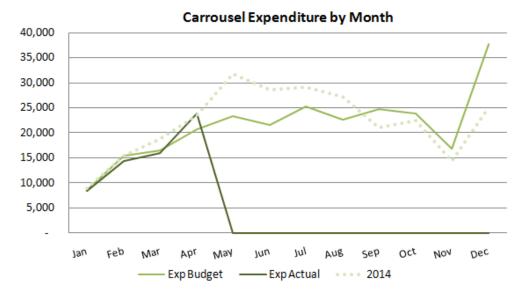


5/5/2016

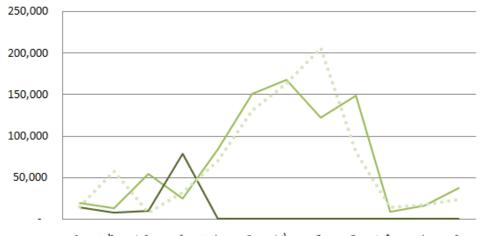
NOV

Dec



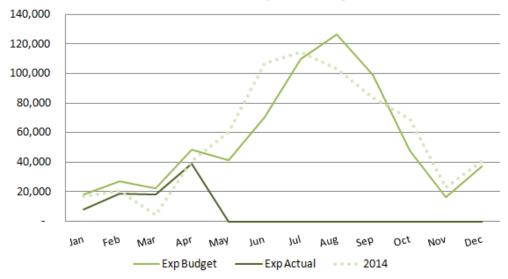


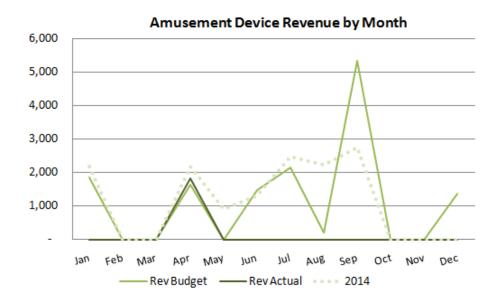
Concessions Revenue by Month

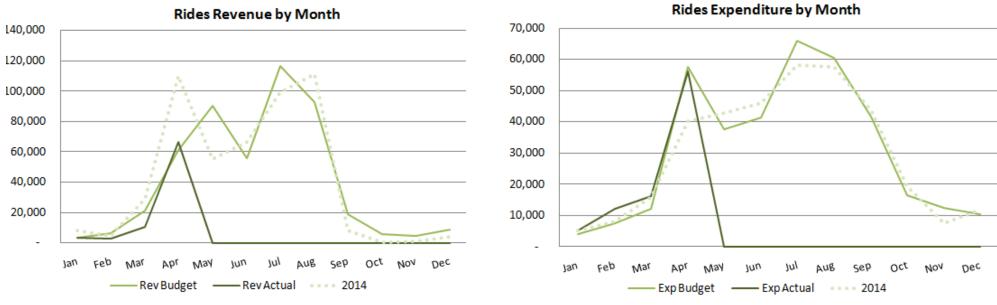


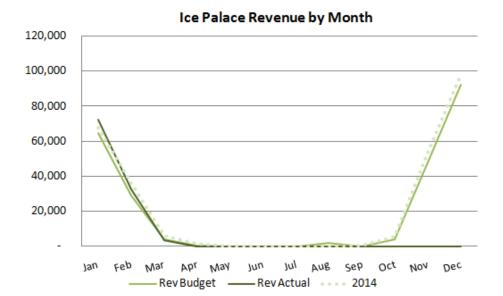
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec — RevBudget — RevActual ---- 2014

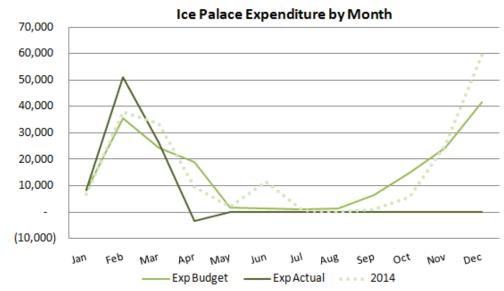
Concessions Expenditure by Month



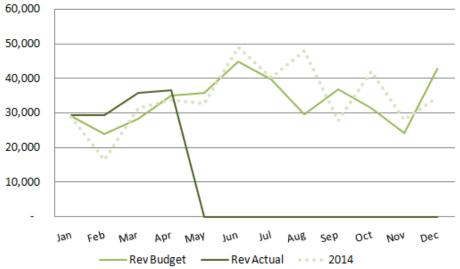


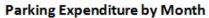


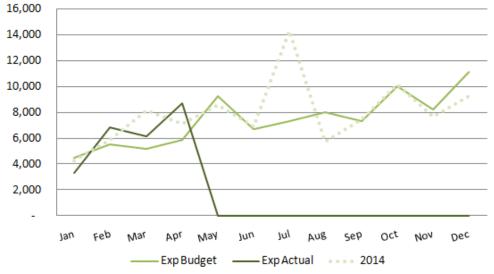


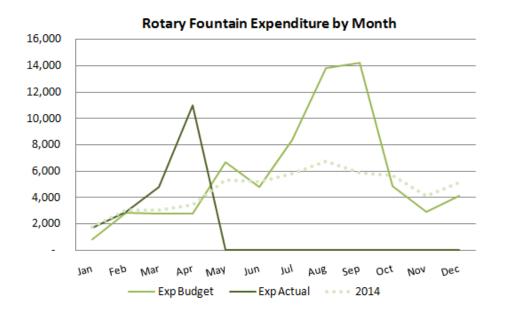


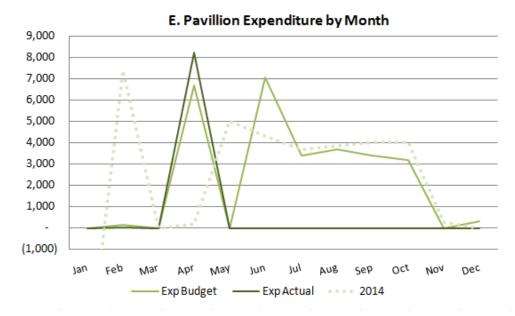
Parking Revenue by Month



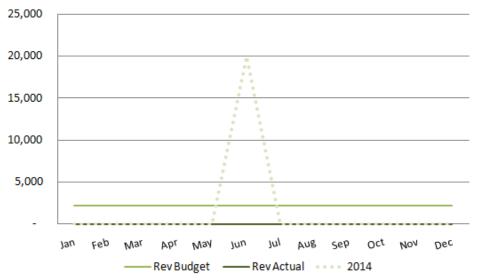




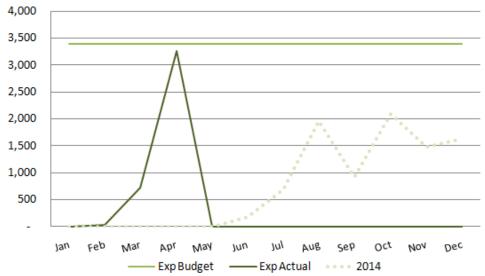


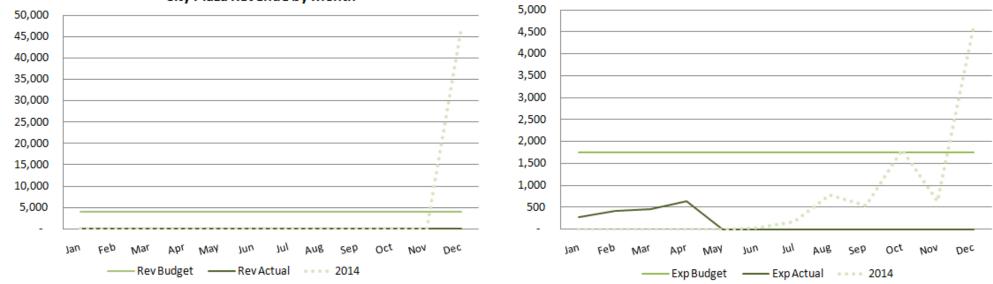


Huntington Revenue by Month



Huntington Expenditure by Month





City Plaza Revenue by Month

City Plaza Expenditure by Month

City of Spokane Parks & Recreation

Riverfront Park - Monthly Revenue

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Apr YTD	Total
Security	Rev 2014	-	-	86	-	61	-	-	146	-	334	-	61	86	687
	Rev Budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Rev Actual	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Event	Rev 2014	2,550	-	100	16,870	4,265	25,819	20,524	19,075	3,710	11,291	-	(5,990)	19,520	98,215
	Rev Budget	5,484	-	39	678	6,966	21,922	17,438	6,971	1,874	954	38,766	406	6,201	101,500
	Rev Actual	100	75	357	3,790	-	-	-	-	-	-	-	-	4,322	4,322
Ground Maint.	Rev 2014	-	-	(86)	-	(61)	-	-	(146)	-	(334)	-	(61)	(86)	(687)
	Rev Budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Rev Actual	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Skyride	Rev 2014	7,585	-	29,959	52,581	81,908	97,565	68,593	95,274	43,959	13,230	15,362	14,719	90,124	520,733
	Rev Budget	7,727	27,802	34,081	41,596	72,639	57,865	98,360	91,331	59,425	27,732	12,660	12,783	111,206	544,000
	Rev Actual	8,852	18,126	36,764	65,503	-	-	-	-	-	-	-	-	129,245	129,245
Facilities	Rev 2014	372	600	8,443	1,216	(6,174)	375	2,006	3,270	6,963	1,846	3,246	1,141	10,631	23,304
	Rev Budget	235	1,025	262	1,548	3,072	844	1,201	1,814	2,782	397	423	7,396	3,070	21,000
	Rev Actual	1,887	1,298	2,343	935	-	-	-	-	-	-	-	-	6,463	6,463
IMAX	Rev 2014	1,166	840	12,679	28,180	24,650	30,056	30,983	35,544	2,451	(16)	(1)	307	42,864	166,837
	Rev Budget	158	597	3,002	12,216	24,973	24,356	33,952	24,574	5,664	374	1,886	3,247	15,972	135,000
	Rev Actual	907	951	1,303	14,475	-	-	-	-	-	-	-	-	17,636	17,636
Carrousel	Rev 2014	8,733	3,777	24,545	45,468	44,889	51,080	58,010	60,074	19,887	12,447	8,618	17,789	82,523	355,317
	Rev Budget	7,907	5,034	25,017	33,700	48,721	43,047	64,115	54,792	28,427	13,720	15,636	14,884	71,657	355,000
	Rev Actual	6,083	5,098	15,741	37,180	-	-	-	-	-	-	-	-	64,102	64,102
Concessions	Rev 2014	14,960	58,145	7,575	32,159	70,134	131,241	163,366	206,527	81,220	14,384	17,226	23,798	112,839	820,735
	Rev Budget	19,848	12,752	54,296	24,675	84,507	151,073	168,458	122,844	149,082	8,522	16,711	37,232	111,571	850,000
	Rev Actual	13,697	7,370	9,803	78,595	-	-	-	-	-	-	-	-	109,465	109,465
Amusement	Rev 2014	2,172	-	-	2,161	916	1,296	2,468	2,224	2,737	-	-	-	4,333	13,974
Devices	Rev Budget	1,859	-	-	1,624	-	1,462	2,147	208	5,343	-	-	1,358	3,483	14,000
	Rev Actual	-	-	-	1,822	-	-	-	-	-	-	-	-	1,822	1,822
Rides	Rev 2014	8,364	4,702	29,057	110,092	55,399	66,790	99,399	111,065	8,162	600	1,139	4,036	152,214	498,804
	Rev Budget	3,091	6,192	21,457	61,243	90,240	55,672	116,792	92,741	18,779	5,617	4,357	8,819	91,983	485,000
	Rev Actual	3,494	3,019	10,227	66,719	-	-	-	-	-		-	-	83,459	83,459
Ice Palace	Rev 2014	67,929	35,938	5,941	1,159	(380)	-	-	-	300	5,508	53,286	97,781	110,966	267,462
	Rev Budget	64,554	29,030	4,021	375	6	-	-	1,966	-	3,838	47.979	92,230	97,980	244,000
	Rev Actual	72,152	32,308	3,626	-	-	-	-	-	-	-	-	-	108,087	108,087
Parking	Rev 2014	28,853	16,488	31,319	33,901	32,698	48,996	40,149	47,948	27,831	42,174	28,031	34,673	110,561	413,059
Ū	Rev Budget	29,103	23,956	28,386	35,032	35,861	44,983	39,804	29,709	36,831	31,497	24,139	42,798	116,477	402,100
	Rev Actual	29,276	29,481	35,732	36,750	-	-	-	-	-	-	-	-	131,238	131,238
Huntingtion	Rev 2014	-	-	-	-	-	19,917	-	-	-	-	-	-	-	19,917
	Rev Budget	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	8,667	26,000
	Rev Actual	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City Plaza	Rev 2014	-	-	-	-	-	-	-	-	-	-	-	47,000	-	47,000
	Rev Budget	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	16,000	48,000
	Rev Actual	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Undesignated	Rev 2014	-	-	-	-	-	-	-	-	-	-	-	1,300	-	1,300
Revenue Totals	Actual 2014	142,683	120,489	149,617	323,785	308,306	473,134	485,497	581,001	197,219	101,464	126,908	236,554	736,575	3,246,658
	Budget	146,134	112,555	176,727	218,853	373,153	407,391	548,433	433,118	314,374	98,819	168,724	227,321	654,268	3,225,600
	Actual 2016	136,447	97,727	115,896	305,769	-	-	-		-	-	-		655,839	655,839
	Actual 2010	130,447	51,121	113,030	303,705						-			033,035	033,035

			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Apr YTD	Total
Security	Ехр	2014	-	-	-	-	-	-	-	-	-	-	-	3,356	-	3,356
	Exp Bu	dget	8,513	10,430	12,867	13,536	21,720	21,180	20,876	21,112	19,741	19,965	14,227	3,802	45,345	187,967
	Ехр Ас	tual	7,694	12,769	13,887	20,122	-	-	-	-	-	-	-	-	54,472	54,472
Special Event	Ехр	2014	4,682	6,349	6,569	6,607	18,842	10,808	25,741	34,195	25,893	23,357	2,254	1,001	24,207	166,297
	Exp Bu	dget	622	69	272	928	14,865	4,464	28,851	35,069	20,735	18,670	13,701	10,409	1,891	148,655
	Ехр Ас	tual	597	3,273	104	1,088	-	-	-	-	-	-	-	-	5,062	5,062
Ground Maint.	Ехр	2014	17,462	14,278	10,899	26,643	41,939	35,468	34,839	37,063	33,383	44,379	31,651	35,277	69,281	363,281
	Exp Bu	dget	5,954	9,861	7,868	18,019	32,915	11,112	24,884	31,182	23,163	27,017	18,198	15,909	41,702	226,082
	Ехр Ас	tual	5,804	10,295	10,646	19,956	-	-	-	-	-	-	-	-	46,701	46,701
Skyride	Ехр	2014	6,864	10,447	10,253	17,166	25,318	19,081	18,996	17,356	17,970	21,338	22,727	16,681	44,729	204,196
	Exp Bu	dget	6,767	12,342	14,002	9,227	12,672	14,355	18,573	19,624	18,987	23,350	9,620	18,586	42,337	178,105
	Ехр Ас	tual	5,109	9,887	10,420	16,496	-	-	-	-	-	-	-	-	41,912	41,912
Facilities	Ехр	2014	16,307	63,474	58,643	54,981	58,232	67,916	66,117	55,324	61,773	63,007	50,346	76,155	193,405	692,274
	Exp Bu	dget	15,952	60,533	54,696	51,903	52,151	76,068	62,682	66,133	69,536	78,743	44,343	81,050	183,085	713,793
	Exp Ac	-	15,770	72,500	65,157	65,446	,	-			-	-	-		218,872	218,872
IMAX	Ехр	2014	17,000	1,376	4,846	16,256	25,996	8,223	18,876	23,830	35,285	11,566	7,914	92	39,478	171,260
INIAA	Exp Bu		-	1,370	4,840	14,025	17,544	15,139	9,598	15,509	17,946	10,030	332	26,398	15,544	171,200
		-	276	6,376	(749)	5,077	- 17,544	-	-	-	-	-	-	- 20,398	10,979	10,979
Carrousel	Exp Ac Exp	2014	8,912	15,497	18,848	23,425	- 31,789	- 28,585	- 29,087	- 27,237	- 21,109	- 22,380	- 14,458	- 25,168	66,682	-
Carrouser															-	266,495
	Exp Bu	-	8,571	15,366	16,444	20,780	23,322	21,570	25,305	22,644	24,779	23,797	16,875	37,721	61,161	257,173
C	Exp Ac		8,337	14,305	15,922	23,857	-	-	-		-	-	-		62,421	62,421
Concessions	Ехр	2014	16,946	20,592	4,343	40,560	60,645	106,600	114,326	103,440	83,377	69,230	22,730	40,726	82,440	683,515
	Exp Bu	-	18,438	27,324	22,149	48,416	41,484	70,385	109,561	126,633	99,406	47,950	16,564	37,273	116,327	665,583
	Exp Ac		8,065	18,646	18,057	39,193	-	-	-	-	-	-	-	-	83,962	83,962
Amusement	Ехр	2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Devices	Exp Bu	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Exp Ac		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rides	Ехр	2014	5,250	7,985	16,025	40,088	42,673	46,140	58,204	57,562	43,540	19,234	7,629	11,773	69,347	356,104
	Exp Bu	dget	4,110	7,563	12,217	57,511	37,521	41,469	66,079	60,433	41,724	16,552	12,529	10,311	81,401	368,019
	Ехр Ас	tual	5,201	12,069	16,222	56,037	-	-	-	-	-	-	-	-	89,530	89,530
Ice Palace	Ехр	2014	6,776	37,880	33,447	9,627	1,925	11,501	732	79	912	5,808	25,332	59,488	87,731	193,508
	Exp Bu	dget	8,032	35,689	24,501	18,952	1,635	1,379	1,179	1,298	6,326	14,922	24,513	41,701	87,173	180,127
	Ехр Ас	tual	8,400	51,070	26,427	(3,349)	-	-	-	-	-	-	-	-	82,548	82,548
Parking	Ехр	2014	4,257	5,883	8,169	7,119	8,563	6,905	14,307	5,713	7,460	10,123	7,666	9,256	25,428	95,421
	Exp Bu	dget	4,508	5,552	5,157	5,846	9,256	6,664	7,331	8,005	7,333	10,008	8,189	11,146	21,063	88,995
	Ехр Ас	tual	3,294	6,820	6,135	8,691	-	-	-	-	-	-	-	-	24,939	24,939
E. Pavilion	Ехр	2014	(6,663)	7,414	-	196	5,011	4,301	3,670	3,860	4,027	4,040	264	-	947	26,121
	Exp Bu	dget	-	166	-	6,699	-	7,081	3,412	3,706	3,404	3,197	-	335	6,865	28,000
	Ехр Ас	tual	-	31	-	8,230	-	-	-	-	-	-	-	-	8,261	8,261
Fountain	Ехр	2014	1,766	3,072	3,072	3,437	5,337	5,204	5,838	6,756	5,882	5,703	4,103	5,156	11,347	55,326
	Exp Bu	dget	812	2,877	2,794	2,801	6,695	4,807	8,376	13,801	14,214	4,870	2,899	4,112	9,284	69,059
	Ехр Ас	tual	1,692	2,945	4,783	11,012	-	-	-	-	-	-	-	-	20,432	20,432
Huntingtion	Ехр	2014	-	-	-	-	-	174	686	1,961	920	2,091	1,481	1,621	-	8,933
	Exp Bu	dget	3,386	3,386	3,386	3,386	3,386	3,386	3,386	3,386	3,386	3,386	3,386	3,386	13,543	40,628
	Ехр Ас	tual	-	38	722	3,263	-	-	-	-	-	-	-	-	4,023	4,023
City Plaza	Ехр	2014	-	-	-	-	-	42	178	784	546	1,803	636	4,617	-	8,605
	Exp Bu	dget	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	7,008	21,023
	Exp Ac	tual	280	418	451	630	-	-	-	-	-	-	-	-	1,778	1,778
Expenditure Totals	Actual	2014	99,557	194,247	175,115	246,104	326,270	350,947	391,597	375,161	342,077	304,059	199,189	290,368	715,023	3,294,691
	Budget	t	87,415	194,232	178,301	273,780	276,917	300,813	391,846	430,287	372,433	304,208	187,127	303,891	733,728	3,301,250
	-	2016	70,517	221,442	188,184	275,749	-	-	-	-	-	-	-	-	755,891	755,891

CITY OF SPOKANE - PARKS AND RECREATION STATEMENT OF ACTIVITY WITH ANNUAL BUDGET RIVERFRONT PARK APRIL, 2016

		Month Actual	YTD Budget	YTD Actual	Budget Variance	Fav. ↑ Unfav.↓	2015 YTD Actual	2014 YTD Actual	Annual Budget	% of Budget	Project Calc	Project Mgr
Revenue	A	305,769	654,268	655,839	1,570	<u> </u>	644,380	736,575	3,225,600	20%		
Salaries and Wages	В	178,019	351,118	406,685	55,567	Ļ	360,754	367,492	1,631,037	25%	103%	n/a
Personnel Benefits	В	35,224	106,188	103,766	(2,421)	1	92,970	91,701	385,240	27%	99%	n/a
Supplies	С	14,443	37,567	32,267	(5,300)	1	34,523	53,580	385,221	8%	99%	n/a
Services and Charges Intergoverment Prof Services	D	46,817 1,246	234,523 4,332	210,400 2,773	(24,123) (1,559)		195,633 3,797	198,714 3,536	864,327 35,425	24% 8%	99% 95%	
Expenditures		275,749	733,728	755,891	22,163	\downarrow	687,676	715,023	3,301,250	18%	99%	
Net Revenue		30,020	(79,460)	(100,053)	(20,593)	\downarrow	(43,296)	21,552	(75,650)			
Transfers In		-	-	-	-		-	-	-			
Transfers Out				-					(100,000)	0%	100%	
Net Transfers				-	_				(100,000)			
Net Operations		30,020	(79,460)	(100,053)	(20,593)	↓	(43,296)	21,552	(175,650)			
Capital Outlay			(39,197)	(10,507)	28,691		(9,240)	(67,823)	(98,501)	11%	75%	n/a
Revenue less Expenditures	=	30,020	(118,657)	(110,560)	8,098	1	(52,536)	(46,271)	(274,151)	Month	/Yr Ratio:	33%

A. Receipt of \$45,000 from Pepsi for pouring rights received this month; brought us closer to previous years' revenue. Nearly on par to budget.

Note: Bloomsday crowds boosted revenue during Friday and Saturday. Skyride to date is now up \$40K to last year.

B. Unfavorability jumped this month due to 3 pay periods paid out this April.

C. Unutilized budget for Carrousel inventory of \$14K. Concessions inventory purchases is down \$4.5K to last year; to date actual = \$18.9K, budgt. = \$260K.

D. This month is now favorable as the high Jan. power utility cost is leveling off. Overall, YOY higher expense; contract services and light/power utility.