

RESOLUTION NO. 1456

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF FIFE, PIERCE COUNTY, WASHINGTON
AUTHORIZING EXECUTION OF A CONTRACT
WITH BCRA INC. FOR BROOKVILLE GARDENS
COMMUNITY PARK DESIGN SERVICES**

WHEREAS, in 2008, after going through the required selection process, the City of Fife found BCRA, Inc. to be the most qualified design firm for design services for Brookville Gardens Community Park (the "Park Project"); and

WHEREAS, the City subsequently negotiated a contract with BCRA, Inc. under which BCRA, Inc. provided initial architectural and design services for the Park Project in 2008-09; and

WHEREAS, after reevaluating the Park Project the City adopted a revised master plan for the Park Project to remove the creek restoration and park maintenance complex, add a fish hatchery, and adjust other elements to conform with these three primary changes; and

WHEREAS, City Staff has now negotiated an agreement with BCRA to review and revise as necessary the architectural, landscape and engineering plans and specifications for the Park Project so that they are in conformance with the revised master plan to 90% completion, now therefore

BE IT RESOLVED that the Council hereby authorizes the City Manager to execute a contract with BCRA, Inc., for professional design services for the Brookville Gardens Community Park in the form attached hereto as Exhibit A, in the amount of \$148,471, plus reimbursable expenses.

ADOPTED by the City Council at an open public meeting held on the 14th day of February, 2012.


Rob Cerqui, Mayor

Attest:


Carol Etgen, City Clerk

CITY OF FIFE PROFESSIONAL SERVICES AGREEMENT

1. Parties and Date. THIS Agreement is made effective as of the 16th day of February, 2012, by and between:

CITY OF FIFE, WASHINGTON (“CITY”)

5411 23rd Street East

Fife, WA 98424

Contact: David Zabell

Phone: 253-922-2489

Fax: 253-922-5355

and

BCRA INC. (“CONSULTANT”)

2106 Pacific Avenue, Suite 300

Tacoma, Washington 98402

Contact: Alan McWain

Phone: 253-627-4367

Fax: 253-627-4395

Tax ID No.: 91-1447237

2. General Purpose and Intent. The purpose of this Agreement is to provide professional design services for the Brookville Gardens Community Park Project (the “Project”). Initial architectural, landscape and engineering plans and specifications for the Project were substantially completed in 2009. Since that time the City has reevaluated the project and retained BCRA to revise the master plan to remove the creek restoration and park maintenance complex, add a fish hatchery, and adjust other elements to conform with these three primary changes. In October 2011, the City adopted the revised master plan as set forth in Exhibit I attached hereto, reflecting those changes. The general intent of this Agreement is to review and revise as necessary the architectural, landscape and engineering plans and specifications for the Project so that they are in conformance with the revised master plan to 90% completion.

3. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A" through “H” (the “Scope of Work”). The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

C. The Brookville Gardens Community Park is being planned in conjunction with an adjoining creek restoration project. Consultant shall perform its Scope of Work in a manner consistent and coordinated with the creek restoration project.

4. Schedule of Work.

A. Consultant shall perform the services described in the Scope of Work in accordance with the Time Schedule attached to this contract as Exhibit “J.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Compensation. Compensation for these services shall be a lump sum of \$148,471.00, plus reimbursable expenses, in accordance with the compensation provisions set forth in Exhibit "J." Any supplemental services beyond the scope of work set forth in Exhibits "A" through "H", and any reimbursable expenses shall be based on the hourly rates and reimbursement schedule set forth in Exhibit "K".

6. Coordination of Contract Documents. This Agreement consists of this professional services agreement form and Exhibits "A" through "K." If there is any inconsistency on the parts of this Agreement between this professional services agreement form and any of the Exhibits, the professional services agreement form shall take precedence.

7. Payment.

A. Consultant shall provide monthly invoices in the format acceptable to the City for work performed to the date of invoice. Consultant shall maintain time and expense records for reimbursable expenses and any work that is billed hourly under this Agreement and provide them to the City upon request.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

8. Discrimination and Compliance with Laws.

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Consultant shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 8 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

9. Term and Termination of Agreement

A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

10. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

11. Ownership of Work Product. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 9 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to indemnify and hold Consultant harmless therefore.

12. Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.

15. Independent Contractor. Consultant is and shall be at all times during the term of this Agreement an independent contractor.

16. Notice

A. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence or receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

David Zabell
City Manager
5411 23rd Street East
Fife, WA 98424

Phone: 253 922-2489
Fax: 253 922-5355

Alan McWain
BCRA Inc.
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Phone: 253 627-4367
Fax: 253-627-4395

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 16.A.

17. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

19. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF FIFE, WASHINGTON

BCRA INC.

By: 
David Zabell
City Manager

By: 
Alan McWain, RLA, AIA
Senior Landscape Architect

Date: February 16, 2012

Date: 2/16/2012

Attest:

By: 
Carol Etgen
City Clerk

Approved as to form:

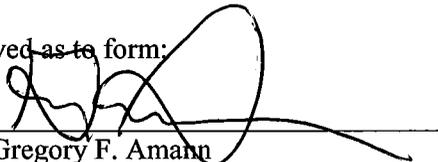
By: 
Gregory F. Amann
Assistant City Attorney

EXHIBIT "A"
LANDSCAPE ARCHITECTURE/PROJECT MANAGEMENT
PROPOSED SCOPE OF SERVICES

1.0 Review Drawings, Specifications, and Calculations

In this stage of the project, we will review all material previously prepared by Valerian, LLC, and attend meetings to familiarize ourselves with the requirements and previous design decisions made on the project. BCRA shall:

- 1.1 Meetings:
 - 1.1.1 Attend one (1) two-hour meeting with City staff.
 - 1.1.2 Attend three (3) one-hour coordination meetings with BCRA consultants.
 - 1.1.3 Additional meetings, public presentations and City Council meetings will be billed as time and material as provided in the Hourly Rates and Reimbursable Schedule.
- 1.2 Review landscape drawings V1.01 – V2.01 and L1.01 – L2.06 dated 4.20.2009.
- 1.3 Review landscape specifications dated 4.20.2009.
- 1.4 Review Revised Master Plan (Ex. I).
- 1.5 Review plans and specifications for consistency with Creek Restoration Project.
- 1.6 In coordination with NSD, BCRA will specify a standard "catalog" structure for fish hatchery.
- 1.7 Setup CAD files to begin final completion of the document set.
- 1.8 City staff to review April 20, 2009, drawings, specifications and SEPA to inform the design team on City comments prior to commencing work beyond this task. If the City has not performed this task prior to Task 3.0, this will be considered a change order and potentially a stop work order will be placed on the design tea. Drawings, specifications, and SEPA to be provided by BCRA.
- 1.9 BCRA to provide a schedule of deliverables for client to review.

2.0 Cost Opinion

In this stage of the project, we will assist the cost estimator as needed clarify design intent. BCRA shall:

- 2.1 Meetings:
 - 2.1.1 Attend one (1) two-hour meeting with City staff present cost opinion and potential savings strategy.
 - 2.1.2 Attend three (3) one-hour coordination meetings with BCRA consultants.
 - 2.1.3 Additional meetings, public presentations, and City Council meetings will be billed as time and materials as provided in the Hourly Rates and Reimbursable Schedule.
- 2.2 Respond to questions and comments from cost estimator.
- 2.3 Prepare an Opinion of Probable Cost to construct the proposed improvements, indicating when appropriate the assumptions on which the opinion is based.

3.0 Prepare Documents and Specifications to 90% completion

In this stage of the project, we will revise the project documents based on our review of them, consistency with the Creek Restoration Project, and conformance with the Revised Master Plan (Ex. I) and input provided as part of the scope above. We will revise the plans and reports to 90% completion. BCRA shall:

- 3.1 Meetings:
 - 3.1.1 Attend two (1) one-hour meetings with city staff.
 - 3.1.2 Attend three (3) one-hour coordination meetings with BCRA consultants.
 - 3.1.3 Additional meetings, public presentations and City Council meetings will be billed as time and material as provided in the Hourly Rates and Reimbursable Schedule.

- 3.2 Revise landscape plan sheet for submittal.
- 3.3 Revise landscape specifications to match revised plans.
- 3.4 Assist in the preparation of submittal package. Submittal fees shall be the responsibility of the client.
- 3.5 Review, respond, and revise plans in accordance with one round of City of Fife review comments (see task 1.5).
- 3.6 Prepare 90% documents suitable for review for compliance with applicable governmental agencies.
- 3.7 Prepare 90% construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements.
- 3.8 Prepare construction specifications for the proposed improvements.
- 3.9 Address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required.
- 3.10 Submit one (1) copy of the Construction Documents to owner:
 - 3.10.1 BCRA will submit (1) full-size set with specifications.
 - 3.10.2 BCRA will also include electronic (pdf) copies of these documents.
 - 3.10.3 Additional copies shall be billed as time and materials as provided in the Hourly Rates and Reimbursable Schedule.

4.0 **Assumptions**

We have made the following assumptions related to this purpose:

- 4.1 Owner has provided boundary/topographic survey, geotechnical report, and will provide a traffic report for the site.
- 4.2 AutoCAD files received from the surveyor meet industry drafting standards.
- 4.3 Geotechnical report with recommendations sufficient for civil/structural engineering design. Geotechnical engineer should be familiar with low impact design practices.
- 4.4 Complete topographic survey of the site with property boundaries and all easements supplied by AutoCAD format and has a signed hard copy prepared by a surveyor licensed in the state of Washington. CAD files shall meet industry drafting standards per the boundary line adjustments as of 11/8/2011 agreement.
- 4.5 Payment of all agency fees and permits by City of Fife.

5.0 **Qualifications**

Unless otherwise agreed by the parties, the following are Supplemental Services

- 5.1 Additional services beyond scope outlined above may be charged time and material.
- 5.2 Revisions to client approved drawings. Proposal is based on April 20, 2009 drawings, and Revised Master Plan (Ex. I).
- 5.3 Revisions to drawings from agency review beyond what is included above.
- 5.4 Additional meetings that are not covered in the scope above.

6.0 **Supplemental Services**

The following items are not included in this fee proposal, unless specifically noted in the scope of services. This list is not exhaustive and is only intended to clarify the general types of items not included. We would be glad to add any of these services for an additional fee if they are deemed necessary.

- 6.1 Offsite improvements, water main, sewer main, or storm main extensions other than those specifically listed in the scope of services.
- 6.2 Special engineering reports.
- 6.3 Dividing the project into more construction phases or more sites of bidding/agency review documents other than those specifically listed in the scope of services.
- 6.4 Preparation of federal, state, county, or city permits other than those specifically listed in the scope of services.
- 6.5 Preparation of variances, design deviations, etc.
- 6.6 Substantial changes to the site plan.

- 6.7 Costs associated with reconsideration of agency decisions.
- 6.8 Monitoring of permit status, expediting permitting, and extending expiring permits.
- 6.9 Pump systems for irrigation.
- 6.10 Value engineering exercises post task 4.0.
- 6.11 Transportation on Traffic Engineering services.
- 6.12 Green roof analysis for performance measuring and redesign.
- 6.13 Models and renderings are extra service options.
- 6.14 Custom site furniture beyond what is currently proposed.
- 6.15 Play equipment design beyond what is proposed.
- 6.16 Lighting design and calculations (See BCE Exhibit "G")
- 6.17 LEED/Sustainable Sites documentation and or calculations.
- 6.18 Feasibility studies for future program elements.
- 6.19 Bid specifications related to operation and maintenance.
- 6.20 Management of Sustainable Sites Initiative documentation.

Design Phase Supplemental Services

Unless otherwise agreed by the parties, the following are Supplemental Services:

- 6.21 Scale models and renderings.
- 6.22 Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connection (water, gas, electrical and sewer connections).
- 6.23 Detailed project scheduling in relationship to construction sequencing (critical path, milestone completion dates, or other methods).
- 6.24 Special studies or reports.
- 6.25 Life cycle cost analyses.
- 6.26 Expert witness testimony.
- 6.27 Long-distance travel to inspect materials and equipment of potential suppliers.
- 6.28 Attendance at public review or design review hearings.
- 6.29 Assisting the Client with programming.
- 6.30 Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, gas, electrical and sewer connections).
- 6.31 Assisting the Client with marketing and/or feasibility studies.
- 6.32 Additional Master Planning.
- 6.33 Detailed project scheduling (critical path, milestone completion dates or other methods).
- 6.34 Representing the client at public meetings including council meetings beyond what is specified in the Construction Document phase of the project.
- 6.35 Grant researching and writing services to pursue funding sources for further development of the park. This service can be provided, but will be billed hourly as provided in the Hourly Rates and Reimbursable Schedule.
- 6.36 In the event of unforeseen circumstances, coordination with surveyor, geotechnical engineer, traffic engineer, and other project consultants that are assumed all to be contracted directly with the Client in order to obtain design recommendations.
- 6.37 Obtain letters of water and sewer availability from purveyors.

EXHIBIT "B"
BCRA CIVIL ENGINEERING
PROPOSED SCOPE OF SERVICES

1.0 Review Drawings, Specifications, and Calculations

In this stage of the project, we will review all material previously prepared by Belt Collins, and attend meetings to familiarize ourselves with the requirements and previous design decisions made on the project.

- 1.1 Review civil plan sheets C-1 through C06 dated 07.15.09
- 1.2 Review civil specifications dated 04.20.09.
- 1.3 Review storm report dated 04.20.09.
- 1.4 Review Stormwater Pollution Prevention Plan (SWPPP) dated 04.20.09.
- 1.5 Review the information for the SEPA checklist.
- 1.6 Review Revised Master Plan (Ex. I).

2.0 Cost Opinion

In this stage of the project, we will assist the cost estimator as needed clarify design intent.

- 2.1 Respond to questions and comments from cost estimator.
- 2.2 Meet with City of Fife staff and client to discuss project requirements and previous design decisions, if needed.

3.0 Prepare Documents and Specifications to 90% Completion

In this stage of the project, we will revise the project documents to 90% completion based on our review of them and input provided as part of the scope above. We will revise the plans and reports, in conformance with the Revised Master Plan and consistent with the Creek Restoration Project.

- 3.1 Prepare frontage improvement plans for approximately 400 linear feet along Valley Ave. The frontage improvement plans will also include a revision of the median and a crosswalk across Valley Avenue.
- 3.2 Design an E1 pump system for sanitary sewer services to the restrooms. This will be incorporated into the utility plan.
- 3.3 Revise civil plan sheets to 90% completion for submittal.
- 3.4 Revise storm report to 90% completion for submittal.
- 3.5 Revise Stormwater Pollution Prevention Plan (SWPPP) for submittal.
- 3.6 Prepare earthwork calculations for mass cut and fill. Contractor is ultimately responsible for finite calculations such as trenching, foundations and etc.
- 3.7 Revise civil specifications to match revised plans and reports.
- 3.8 Assist in the preparation of submittal package.

4.0 Assumptions

We have made the following assumptions related to this purpose:

- 4.1 No addenda will be necessary for the bidding phase.
- 4.2 That the SEPA Checklist is substantially complete.
- 4.3 Client will pay for necessary permit fees, filing fees, utility locate fees, and other governmental fees and assessments not specifically identified within this proposal.
- 4.4 Electrical design for the E1 pump system will be provided by others.
- 4.5 There will not be significant changes to the proposed plans from their current state.

5.0 Qualifications

See BCRA Landscape Architecture/Project Manager.

6.0 **Supplemental Services**

The following items are not included in this fee proposal, unless specifically noted in the scope of services. This list is not exhaustive and is only intended to clarify the general types of items not included. We would be glad to add any of these services for an additional fee if they are deemed necessary.

- 6.1 Design of offsite improvements other than those specifically listed in the scope of service.
- 6.2 Division of the project into more than one construction phase or more than one set of bidding/permit documents.
- 6.3 Attendance at public meetings beyond those specifically listed in the scope of services.
- 6.4 Land use or construction permitting assistance beyond that specifically listed in the scope of services.
- 6.5 Preparation or assistance with state or federal level permits other than those specifically listed in the scope of services.
- 6.6 Preparation of variances, design deviations, etc.
- 6.7 Preparation of special engineering reports other than those specifically listed in the scope of services.
- 6.8 Preparation of earthwork calculations for trenching, foundations and etc. are not included (mass grading is included).
- 6.9 Design of power, natural gas, or communication services.
- 6.10 Design of pump systems for water, irrigation, or storm water.
- 6.11 Changes to the design plans after the value engineering process.

EXHIBIT "C"
BCRA ENVIRONMENTAL GRAPHICS
PROPOSED SCOPE OF SERVICES

PROJECT DESCRIPTION

Provide creative services for the development of:

Off-the-shelf Exterior Signage

The design is expected to take visual cues/be in the style of the PHASE 1 Entry Monument Sign and the approved History Interpretive Panels.

1. **Primary restroom sign** (1 version, 1 revision of selected product).
2. **Secondary restroom sign** (1 version, 1 revision of selected product).
3. **Large Facility Instructional signs** (1 version, with 2 variations, 1 revision of selected product).
4. **Small Facility Instructional signs** (1 version, 1 revision of selected product).

Custom Exterior Signage

1. **Entry Monument Sign** (1 revision of current design).
2. **Interpretive Panels** located on-site. No more than 4 panels included in scope (1 version, 1 revision of selected design). The design is expected to take visual cues/be in the style of the approved History Interpretive Panels.
 - 2.1 *These may be located on or near the bridge in order to discuss the larger story of the Life Cycle of Fish/Water Cycle/Local Ecosystem from an appropriate vantage point of the visitor. The total number would be increased to 3 in this location.*
 - 2.2 *Per the discussion with Fife City Council, an additional large panel will need to be developed to accommodate the Fish Hatchery Process.*
 - 2.3 *BCRA to develop text content and acquire all imagery for client to review and approve.*

Site Signage Aesthetic meetings with Arts Commission

1. **Design aesthetic update meetings** with Arts Commission (one (1), 1.5-hour meeting).

Regulatory Signage

1. **Regulatory Signage** is not covered within the proposed Environmental Graphics scope of services

1.0 Review Drawings, Specifications, and Calculations

BCRA team to review drawings completed for April 20, 2009, as well as facsimiles of the digital files developed for the four History Interpretive panels to be mounted on the picnic shelter. Due to the design development status stemming from the originating contract, additional steps will need to be completed during Phase 2 to bring the signage services schedule on par with remainder of the team. The design in Phase 2 is expected to take visual clues in the style and intent of the PHASE 1 Entry Monument Sign and the approved History Interpretive Panels.

1.1 BCRA design team will:

- 1.1.1 Determine the direction of the additional educational graphic story line based upon the completed History Interpretive panels developed for the picnic shelter. The storyline will be applied to the bridge interpretive panels and the Fish Hatchery interpretive panel.

- 1.1.2 Define the direction for selecting an off-the-shelf signage product for use on the site.
- 1.1.3 Off-the-shelf Exterior Signage design development:
 - 1.1.3.1 Primary restroom sign (1 version, 1 revision of selected product).
 - 1.1.3.2 Secondary restroom sign (1 version, 1 revision of selected product).
 - 1.1.3.3 Large Facility Instructional signs (1 version, with 2 variations, 1 revision of selected product).
 - 1.1.3.4 Small Facility Instructional signs (1 version, 1 revision of selected product).
- 1.1.4 Custom Exterior Signage
 - 1.1.4.1 Entry Monument Sign (1 revision to fine tune current design coloration).
 - 1.1.4.2 Interpretive Panels located on-site. No more than 4 panels included in scope (1 version, 1 revision of selected design).
 - 1.1.4.2.1 These may be located on or near the bridge in order to discuss the larger story of the Life Cycle of Fish/Water Cycle/Local Ecosystem from an appropriate vantage point of the visitor. The total number will be three (3) in this location.
 - 1.1.4.2.2 Per the discussion with Fife City Council, one (1) additional large panel will be developed to educate the public on the Fish Hatchery.
- 1.2 BCRA will coordinate with CA team members as well as with outside fabricators in order to determine appropriate material selection, fabrication processes and preliminary cost opinion update.
- 1.3 The BCRA team will develop an outline for the interpretive panels. This document will set the creative road map for these items.
- 1.4 Text and image content to be developed/acquired by BCRA. This may involve intensive photo-retouching, basic illustration and professional copy writing and editing. BCRA to acquire imagery from on-line/readily available local sources or as provided by client within the parameters defined by the BCRA design team. Where applicable, all text and image content, color, finish, material and type palettes to be provided by client for review and 1 round of revisions are provide for within this proposal. Text for the panels is expected to be:
 - 1.4.1 Interpretive Panels mounted to the bridge structure: primary text (300 words per panel), aside call-out text (150 words), and caption text (150 words).
 - 1.4.2 Interpretive Panel to coincide with Fish Hatchery: primary text (300 words per panel), aside call-out text (150 words), and caption text (150 words).
 - 1.4.3 Large Facility Instructional Signs: primary text (150 words per panel), aside call-out text (60 words); BCRA to copy edit initial text by City of Fife.
 - 1.4.4 Small Facility Instructional Signs: primary text (75 words per panel); BCRA to copy edit initial text by City of Fife.
- 1.5 Upon content approval, our designers will then create one version of the panel(s)/markers for client approval. Included is 1 design layout revision.
- 1.6 Product specifications of proposed off-the-shelf signage will be emailed to client for review and selection. Layout design for the off-the-shelf signage options will be developed with 1 version and 1 revision of each proposed in this document.
- 1.7 BCRA to develop one round of presentation booklets for client presentation.
- 1.8 Coordination meetings to include one restart meeting with client (1 hour), one person presentation (1 hour), revisions presentation (one virtual meeting, 0.5 hour meeting), and virtual content research presentation (up to 4 email/phone reviews with client).
- 1.9 Phase 1.0 will conclude upon client sign off on their preferred signage design.
- 1.10 Attend Arts Commission for site signage design aesthetic update meeting (one 1.5 hour meeting).

2.0 **Cost Opinion**

Due to specialization of the signage component, it will be necessary to review proposed designs with cost of opinion specialist as well as with local fabricators in order to ensure accurate pricing:

- 2.1 Respond to questions and comments from cost estimator and fabricator.
- 2.2 Assist in correspondence with client to discuss value engineering decisions.

3.0 **Prepare Documents and Specifications**

BCRA will produce a set of **Design Intent Drawings** for the signage elements. This set will illustrate general overall dimensions, coloration, and material/finish intent for the signs. Additionally, this set will include general intent specifications for custom signs and manufacturer's specifications for off-the-shelf product.

- 3.1 BCRA to incorporate all client approved text/image content and begin the process of preparing these items for inclusion into the artwork.
- 3.2 One round of client review of the set of Design Intent Drawings is included. Shop drawings and sign permitting will be the responsibility of the chosen fabricator.
- 3.3 Coordination meetings to include one in-person meeting with client (1 hour) to review design drawing intent set.

4.0 **Assumptions**

- 4.1 Fees associated with usage rights for acquired imagery are not included. Client is to absorb these fees separate from proposal.
- 4.2 Any materials or finish selections are for reference only. Final material, finish, color selections to be based off samples provided by selected signage fabricator.

5.0 **Qualifications**

- 5.1 Edits to previous signage designs or supplied digital files for the 4 interpretive panels are beyond the fee scope.
- 5.2 Any changes to the design direction of the Site Signage and/or the Interpretive Signage beyond the aesthetic direction or approved design drawings covered under Phase 1 will require additional fees to be assessed.
- 5.3 Additional Regulatory Signage above noted sign types is not covered within the proposed Environmental Graphics scope of services.
- 5.4 Custom photography and illustration not included.
- 5.5 Coordination/research time with additional expert sources or City representatives has been limited to the meeting time as described. Any additional coordination requirements are outside the scope of this fee.
- 5.6 Copy written text beyond the noted parameters is outside the scope of this proposal.
- 5.7 Any changes to the design direction of the Site Signage and/or the Interpretive Signage beyond the aesthetic direction or approved design drawings covered under Phase 1 will require additional fees to be assessed.
- 5.8 BCRA will not be producing a format Construction Document set for all Environmental Graphics. The Design Intent drawing set will be the deliverable used for pricing/bidding.
- 5.9 If text or image content approval is delayed during the phase until approval is complete or additional fees are assessed to complete as approved by client.
- 5.10 BCRA will not be producing a formal Construction Document set for all signage. The Design Intent drawing set will be the deliverable used for pricing/bidding.
- 5.11 If text or image content approval is delayed by client, additional fees can be negotiated.

6.0 **Supplemental Services**

- 6.1 Custom photography or illustration.
- 6.2 Design and content development/acquisition for additional interpretive panels on the site.

6.3 Additional Regulatory Signage not included above may be requested for development by client and additional fees can be renegotiated.

EXHIBIT "D"
BCRA ARCHITECTURE
PROPOSED SCOPE OF SERVICES

1.0 Review Drawings, Specifications, and Calculations

- 1.1 Review drawings dated April 20, 2009.
- 1.2 Review specifications dated April 20, 2009.
- 1.3 Review Revised Master Plan (Ex. I).
- 1.4 Review examples of fish hatcheries in the Puget Sound Region.

2.0 Cost Opinion

In this stage of the project, we will assist the cost estimator as needed to clarify design intent.

- 2.1 Respond to questions and comments from cost estimator.

3.0 Prepare Documents and Specifications to 90% Completion

- 3.1 Incorporate revisions to documents based on initial City comments and value engineering exercise of drawings dated April 20, 2009, and conformance with Revised Master Plan.
- 3.2 Prepare construction details to 90% completion to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements.
- 3.3 Prepare construction specifications to 90% completion for the proposed improvements.
- 3.4 Coordinate the drawings and specifications prepared by the BCRA's consultants and when appropriate, the Client's other consultants.

4.0 Assumptions/Qualifications

The above proposal excludes the following

- 4.1 Building permit applications and submittal.
- 4.2 Renderings of buildings.
- 4.3 Changes to existing site plan that affects structures.

EXHIBIT "E"
BCRA STRUCTURAL ENGINEERING
PROPOSED SCOPE OF SERVICES

1.0 Review Drawings, Specifications, and Calculations

- 1.1 Review drawings and specifications dated April 20, 2009.
- 1.2 Review Revised Master Plan (Ex. I).

2.0 Cost Opinion

In this stage of the project, we will assist the cost estimator as needed clarify design intent.

- 2.1 Cost opinion support.
- 2.2 VE design changes from Cost opinion.

3.0 Prepare Documents and Specifications to 90% Completion

BCRA shall:

- 3.1 Revise structural plan sheets for 90% submittal.
- 3.2 Provide monument sign design.
- 3.3 Provide bridge abutment design.
- 3.4 Coordinate bridge abutment design with bridge manufacturer design.
- 3.5 Structural calculations for structures.

4.0 Assumptions

We have made the following assumptions related to this proposal:

- 4.1 Soil report will be available for the design of the bridge abutment.
- 4.2 Placement of bridge will be defined and permitted prior to commencement of design abutment.
- 4.3 Design Charette changes will be limited to dimensional changes within 10% of the current drawings.

5.0 Qualifications

The following items are not included in this fee proposal, unless specifically noted in the scope of services. This list is not exhaustive and is only intended to clarify the general types of items not included.

- 5.1 Bridge design is Bidder responsibility
- 5.2 VE design changes will be limited to member redesign for gravity loads. Lateral design is not included.

6.0 Supplemental Services

N/A

EXHIBIT "F"
NATURAL SYSTEMS DESIGN - FISH HATCHERY
PROPOSED SCOPE OF SERVICES

1.0 Review Drawings, Specifications, and Calculations

The consultant will review existing available information and coordinate with the City and Client.

1.1 Meetings:

- 1.1.1 Attend one (1) meeting with City staff to coordinate structure and equipment designs.
- 1.2 Visit existing reference facility on Orcas Island, meet with operator to identify strengths and weaknesses of that facility, and obtain and review any available design documentation.

2.0 Hatchery Concept Development

Consultant will identify preliminary equipment and sizing and create a conceptual facility layout.

- 2.1 Prepare schematic of fish hatchery tanks, equipment, and specifications.
- 2.2 Coordinate with architectural team to revise per City comments.

3.0 Prepare Design Documents

The consultant will develop preliminary and 90% design of the equipment and piping for a small-scale fish hatchery to be used for educational purposes. This hatchery design will be used by the Client to develop a design for a suitable building in which the hatchery can be housed.

3.1 Meetings:

- 3.1.1 Attend one (1) meeting with client and other Consultants to finalize structure and equipment designs.
- 3.1.2 Attend one (1) meeting with City to review initial design.
- 3.2 Specify equipment, piping and facility layout to facilitate its use for public education.
- 3.3 NSD will include electronic (pdf) copies of preliminary and final drawings.
- 3.4 NSD will submit full size 90% drawings to the City for review.

4.0 Assumptions

- 4.1 Meetings to be up to 90 minutes each.
- 4.2 Piping design within hatchery to be schematic level of detail.
- 4.3 BCRA or other to develop design of foundation and surrounding structure. Including but not limited to utilities to site (facility water, potable water, electrical), climate controls (lighting, heating), drainage, electrical, fire, alarm.
- 4.4 City to complete permit applications and lead discussions.

5.0 Deliverables

- 5.1 Four (4) meetings.
- 5.2 Site visit to Moran State Park fish hatchery facility on Orcas Island.
- 5.3 Preliminary (11"x17") and 90% drawings (anticipated at 2 sheets, full size) and in electronic PDF format.
- 5.4 Communications with City, other Consultants, Tribe, and regulators.
- 5.5 Monthly updates and invoices.

EXHIBIT "G"
BCE ENGINEERING, INC.
PROPOSED SCOPE OF SERVICES

The scope of work, as well understand it, is to review and provide 90% drawings and specifications for Electrical, Plumbing and HVAC design for the restroom buildings.

1.0 Review Drawings, Specifications, and Calculations

- 1.1 Review drawings and specifications dated April 20, 2009.
- 1.2 Update current drawings to meet the current Electrical Code (NEC 2011) and Energy Standards (2011 Washington State Energy Code).
- 1.3 Tacoma Power Utilities (TPU) coordination and Plan Review Submittal.
- 1.4 Re-evaluate current lighting design to provide the most advanced LED technology and high performance fixture.
- 1.5 Provide drawing and specifications to 90% completion.

2.0 Cost Opinion

- 2.1 Provide clarification to plans as necessary.

3.0 Prepare Documents and Specification to 90% completion

- 3.1 Restroom Building HVAC design to include heating and ventilation.
- 3.2 Restroom Building Plumbing design extended to 5' outside the building
- 3.3 Produce necessary Washington State Energy Code form
- 3.4 Provide power to pump, restroom, picnic structures, fish hatchery, security lighting and monument signage.

4.0 Assumptions
N/A

5.0 Qualifications
N/A

6.0 Supplemental Services
N/A

EXHIBIT "H"
BCRA QUALITY ASSURANCE AND CONTROL
PROPOSED SCOPE OF SERVICES

- 1.0 **Quality Control Review of your Contract Drawings and Specifications would involve the following:**
- 1.1 Drawing Integrity Review -- includes reviewing the drawing for completeness, coordination, dimensions, language consistency, and graphic quality/consistency.
 - 1.2 Constructability Review – Includes review of the drawings for design elements or requirements that could be problematic to construct as shown, require more detail to construct or need clarification or possibly even value engineering.
 - 1.3 Interdisciplinary Coordination Review – Includes a review of the drawings for continuity/coordination between the various different disciplines.
 - 1.4 Spec/Drawings Coordination Review – Includes a review of the project specifications and the drawings to confirm that all sections are included and coordinated with the drawings.

EXHIBIT "I"
REVISED MASTER PLAN
(SEPTEMBER 20, 2011)

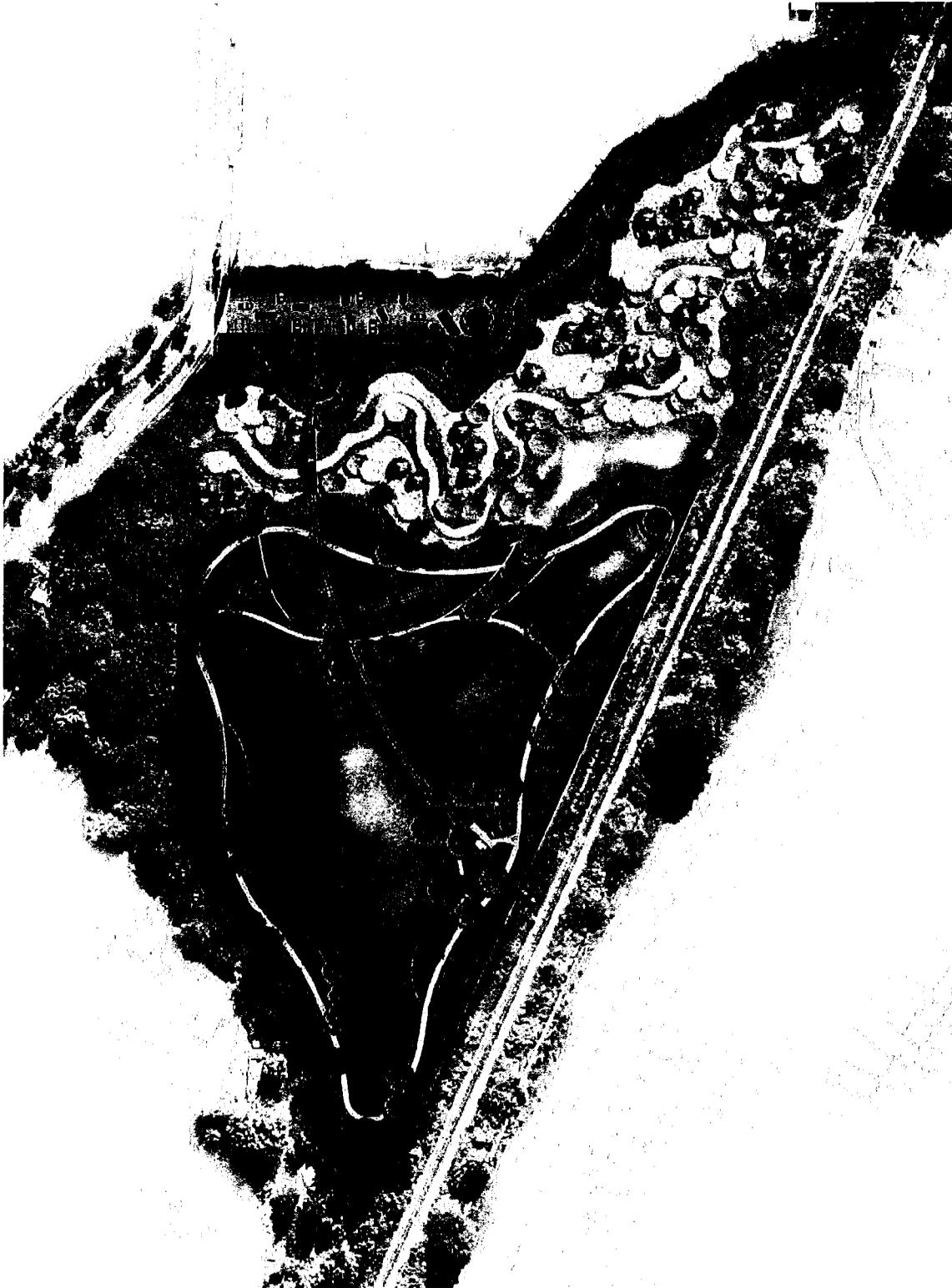


EXHIBIT "J"
SCHEDULE OF SERVICES AND PROPOSED COMPENSATION

BCRA shall begin providing services on the Project promptly upon the receipt of a written notice to proceed and shall perform its services as expeditiously as is consistent with professional quality.

Days from Approval of the Previous Phase and Authorization to Proceed with the Next Phase.

<u>Service</u>	<u>Days</u>	<u>% Compensation</u>
90% Construction Documents and Specifications	90 Days	100%

If through no fault of BCRA the Scope of Services to be provided under this Agreement has not been completed within 90 days of the initial notice to proceed, the compensation for services rendered after that time period shall be renegotiated with a new scope and fee.

Proposed Compensation for Design Services

Compensation for professional services performed in accordance with this scope shall be a stipulated sum of **\$148,471** plus Reimbursable Expenses that are subject to the provisions of this Agreement.

An initial retainer payment of **\$19,800** shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment.

Supplemental Services beyond this scope, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in Hourly Rates and Reimbursable Schedule or on the basis of a negotiated fee provided in an amendment to this Agreement.

EXHIBIT "K"
BCRA HOURLY RATES AND REIMBURSABLE SCHEDULE
2012 Billing Rate Schedule

Senior Principal	\$215
Principal	\$165
Senior Project Manager	\$135
Project Manager	\$130
Architect III	\$120
Architect II	\$110
Architect I	\$100
Architect/Designer III	\$100
Architect/Designer II	\$90
Architect/Designer I	\$80
Architectural Technician	\$55
Drafter III	\$95
Drafter II	\$85
Drafter I	\$75
Senior Civil Project Manager	\$150
Civil Project Manager	\$135
Senior Project Engineer	\$125
Project Engineer II	\$120
Project Engineer I	\$115
Civil Engineering Designer III	\$110
Civil Engineering Designer II	\$100
Civil Engineering Designer I	\$90
Civil Engineering Technician III	\$105
Civil Engineering Technician II	\$85
Civil Engineering Technician I	\$75
Assistant Technician	\$60
Project Administrator	\$70
Structural Engineer III	\$120
Structural Engineer II	\$110
Structural Engineer I	\$100
Structural Engineering Designer III	\$100
Structural Engineering Designer II	\$95
Structural Engineering Designer I	\$85
Structural Engineering Technician	\$65
Interior Designer III	\$115
Interior Designer II	\$100
Interior Designer I	\$85
Senior Medical Planner	\$145
Medical Designer	\$110
Planner III	\$165
Planner III	\$135
Planner II	\$115
Planner I	\$100
Education Specialist	\$100
Art Director	\$125
Copy Writer	\$80

Graphic Design Project Manager	\$110
Graphic Designer IV	\$115
Graphic Designer III	\$100
Graphic Designer II	\$90
Graphic Designer I	\$75
Construction Administrator	\$125
Construction Administrator Coordinator	\$65
QC Manager	\$120
Spec Writer	\$120
BIM Modeler	\$110
CADD Manager	\$105
Senior Urban Designer	\$150
Urban Designer II	\$145
Urban Designer I	\$125
Landscape Architect III	\$150
Landscape Architect II	\$115
Landscape Architect I	\$95
Landscape Designer III	\$105
Landscape Designer II	\$95
Landscape Designer I	\$85
Sustainable Design Specialist II	\$145
Sustainable Design Specialist I	\$105
Digital Illustrator	\$105
Illustrator	\$105
Building Science Specialist III	\$175
Building Science Specialist II	\$135
Building Science Specialist I	\$90
Building Science Technician II	\$90
Building Science Technician I	\$70
Permitting Coordinator	\$65
Marketing Strategist II	\$145
Marketing Strategist I	\$110
Marketing III	\$115
Marketing II	\$90
Marketing I	\$80
Administrative	\$60
Accounting III	\$120
Accounting	\$80
Tech Support	\$95
Expert Witness	\$250
Program Manager	\$225
Professional Land Surveyor	\$110
Survey Crew Chief	\$100
Survey Chainman	\$45
Development Services Manager	\$150
Development Services I	\$120

BCRA – 2012 Reimbursement Schedule

Reimbursable expenses are in addition to the fees referenced above and include costs for reproductions, mileage, postage, photography, long distance telephone charges, plan check fees and incidentals required for preparing the products of this service. Reimbursable expenses shall be reimbursed to BCRA at cost plus 10% handling costs.

Natural Systems Design - 2012 Billing Rate Schedule:

These rates are valid from January 1, 2012 until December 31, 2012.

Staff Name	Title	Hourly Rates
Alan Johnson	Principal Biologist	\$150.00
Mike Hrachovec, P.E.	Principal Engineer	\$150.00
Steve Conroy, PhD	Senior Ecologist	\$130.00
Pat Trotter, PhD	Senior Ecologist	\$125.00
Marcia Fischer	Restoration Ecologist	\$120.00
Nick Silverman, P.E.	Project Engineer	\$115.00
Joe Amann, P.E.	Project Engineer	\$115.00
Kelvin Andrews	CAD / GIS	\$95.00
Charissa Young	CAD / GIS	\$95.00
Bob Keller	Restoration Ecologist	\$90.00
Maria Gutierrez	Administrative Support	\$68.00

Expenses charged at cost, including travel @ \$0.555/mi, printing @ \$2/sheet (full size).

BCE Engineers – 2012 Reimbursement Schedule

Principal	\$165/Hour
Associate	125/Hour
Senior Engineer	120/Hour
Engineer/Senior Designer	100/Hour
Engineering Assistant	80/Hour
Drafter/Cad Technician	65/Hour
Spec. Typist	65/Hour

Reimbursable Expenses

Copies (8.5 x 11)	\$0.15/Sheet
Copies (24 x 36)	\$5.50/Sheet
Copies (30 x 42)	\$5.50/Sheet
Mileage	\$0.50/Mile