

RESOLUTION NO. 1671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BCRA, INC. FOR BID DOCUMENTATION AND CONSTRUCTION MANAGEMENT WORK FOR THE BROOKVILLE GARDENS COMMUNITY PARK PROJECT

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, BCRA advanced the design to the point that preliminary costs were known, but with a nationwide recession deepening, the City put the project on hold in 2009; and

WHEREAS, the City executed supplemental contracts with BCRA in 2011 and 2012 for the preparation of boundary line adjustment surveys, revisiting park concepts, and value engineering; and

WHEREAS, the project was then put on hold again in order that a portion of the overall property could be separated from the park proper and a wetland mitigation site built to offset fills to the wetlands in the Port of Tacoma Road Interchange footprint, and to seek additional funding; and

WHEREAS, a construction contract for the wetland mitigation construction was awarded in 2014, a formal groundbreaking was held, and then petroleum-contaminated soil was encountered; and

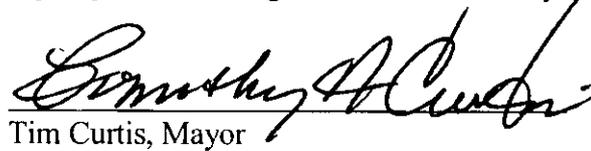
WHEREAS, that soil has now been removed, final wetland mitigation construction is underway, and all funding is now in place for park construction; and

WHEREAS, it is now appropriate to contract for final bid documentation and construction management for the Park Project, and BCRA remains the most qualified firm to complete this work; and

WHEREAS, City staff has negotiated a scope of work and contract terms with BCRA on the form attached hereto as Exhibit A; now therefore

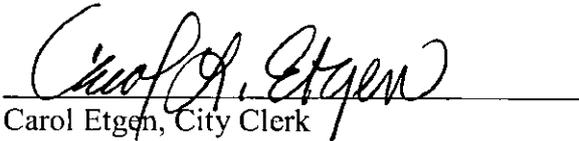
BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the professional services agreement attached hereto as Exhibit A, with BCRA, Inc. for final bid documentation and construction management services for the Brookville Gardens Community Park Project.

ADOPTED by the City Council at an open public meeting held on the 28th day of July, 2015.



Tim Curtis, Mayor

Attest:



Carol Etgen, City Clerk

CITY OF FIFE PROFESSIONAL SERVICES AGREEMENT

1. **Parties and Date.** THIS Agreement is made effective as of the _____ day of _____, 20____, by and between CITY OF FIFE, WASHINGTON ("City") and BCRA ("Consultant").

2. **General Purpose and Intent.**

See Exhibit A.

3. **Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit "A" (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.

4. **Schedule of Work.**

A. Consultant shall perform the services described in the Scope of Work in accordance with the schedule attached hereto as Exhibit "B." 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 the services described in the Scope of Work upon receipt of a written Notice to Proceed.

5. **Compensation.**

LUMP SUM. Compensation for the services described in the Scope of Work shall be a Lump Sum of \$_____.

X TIME AND MATERIALS NOT TO EXCEED. Compensation for the services described in the Scope of Work shall not exceed \$ 464,330 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

TIME AND MATERIALS. Compensation for the services described in the Scope of Work shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

OTHER. _____

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

7. **Payment.**

City of Fife
Professional Services Agreement
Rev. 005/12/2015
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CITY


CONSULTANT

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,

CITY



CONSULTANT

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.

A. 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.

B. Spatial data created by consultants for City of Fife via this contract should be delivered as either ESRI shapefiles or an ESRI file geodatabase. The data should be developed in (or projected to) StatePlane 1983, WA South (Projection), NAD83HPGN (Datum), US Survey Feet (units). These datasets should be delivered on CD/DVD, complete with any projection files, accessory tables relatable by a fixed unique identifier to the spatial data, and metadata using Federal Geographic Data Committee (FGDC) specifications. If the data is produced in AutoCad 2000 or later, the shapefile format is an export option and should be utilized and all other criteria still apply. The City of Fife retains ownership to such data layers produced using taxpayer dollars and controls any future dissemination or reuse of this data.

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. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of this 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. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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 Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they 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 Contractor's insurance and shall not contribute with it.

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.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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, which consent may be withheld at the City's sole discretion.

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 of receipt, by express delivery service, or by registered or certified mail, return receipt requested. If given personally, by express delivery service, 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:

Subir Mukerjee
City Manager
5411 23rd Street East
Fife, WA 98424

Phone: 253 922-2489
Fax: 253 922-5355
Email: smukerjee@cityoffife.org

Alan McWain
Director of Landscape Architecture
414 Stewart Street, Suite 200
Seattle, WA 98101

Phone: 206 625-3300
Fax: 253 627-4395
Email: amcwain@bcradesign.com

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

CONSULTANT

By: _____
Subir Mukerjee
City Manager



Date: _____

Name: Alan McWain

Attest:

Title: Director of Landscape Architecture

By: _____
Carol Etgen
City Clerk

Date: 6/8/15

Approved as to form:

By: _____
Gregory F. Amann
Assistant City Attorney

CITY



CONSULTANT

Exhibit A SCOPE OF SERVICES

6.05.2015

Ken Gill
Director of Public Works
City of Fife
5411 23rd Street East
Fife, Washington 98424

RE: **Brookville Gardens
15047**

Ken:

BCRA is pleased to present the following Scope of Services to provide professional design services to City of Fife for the Brookville Gardens Community Park.

Project Description

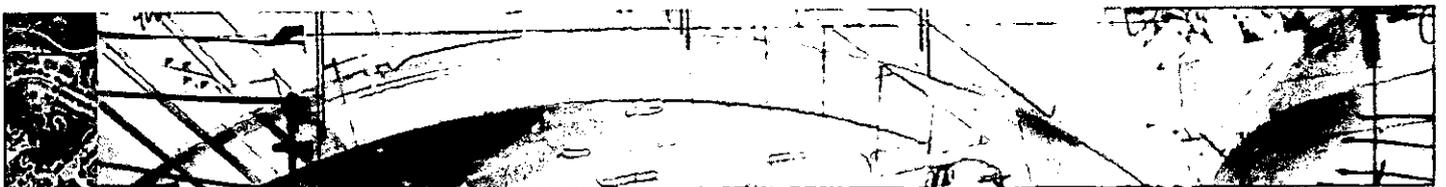
BCRA understands this project to be complete Construction Documents and full construction contract administration for a passive recreational park with playgrounds, walking paths, picnic pavilions, raingardens and planting for the creek mitigation property.

SUMMARY BASIC SCOPE OF SERVICES

General

BCRA will provide the following services for this project:

1. Coordinate work of other disciplines specifically identified
2. Manage services of sub-consultants and plan meetings
3. Coordinate with Owner's consultants and BCRA's consultants
4. Submit updated schedule / milestone dates
5. Design to comply with codes and regulations
6. Design to meet requirement of functional program





Phase 1 - Restart

- 1.1 Review project documents.
- 1.2 Evaluate budget
- 1.3 Evaluate value engineering items and bid alternatives

Phase 2 – Construction Documents

- 2.1 Update project documents to include Owner accepted VE items and bid alternates.
- 2.2 Develop design to comply with codes and regulations specific to building/development type.
- 2.3 Develop final design, scale and verify relationship of project components – drawings & text.
- 2.4 Consider environmentally responsible design alternatives, consistent w/ program, schedule and budget.
- 2.5 Coordinate cost estimating.
- 2.6 Make minor refinements to the Construction Documents as requested by the Client.
- 2.7 Submit the Construction Documents for City of Fife approval only.

Phase 3 – Permit

- 3.1 Prepare design documents for submittal to City of Fife.
- 3.2 Respond to City of Fife comments.
- 3.3 Issue conformed set of Contract Documents to Builders Exchange and City of Fife website.

Phase 4 - Bidding

- 4.1 Prepare bid tabulation sheet.
- 4.2 Assist Owner in obtaining competitive bids or negotiated proposals.
- 4.3 Confirm responsiveness of bidders / determine successful bid.
- 4.4 Consider and analyze proposed substitutions.
- 4.5 Respond to questions from bidders.
- 4.6 Issue addenda for clarification of project requirements.

Phase 5 - Construction Contract Administration

- 5.1 Provide administration of General Conditions of the Contract on behalf of, or as modified by the Owner. See Exhibits.

Phase 6 - Post Construction / Occupancy

- 6.1 As-built drawings.
- 6.2 Warranty work – one-year against workmanship and materials.

Phase 7 - Project Management

- 7.1 Monitor scope, budget and schedule
- 7.2 Provide project updates to Owner PM and City Council when required.

Phase 8 - Contingent Additional Services

See Exhibits.

Phase 9 - Additional Services

As may be required.



Summary Basic Scope Assumptions & Exclusions

Overall Project Assumptions

1. Additional items not identified in the Basic Scope of Services herein, including but not limited to additional submittals, deliverables or meetings will be billed as time and material or can be renegotiated. Written notice will be provided for items that are out of scope.
2. At the end of each phase the client is to provide approval prior to BCRA beginning the next phase.
3. One (1) hard copy set and electronic PDF copy is included per submittal outlined. Additional sets will be charged time and material.
4. Construction is expected to take approximately eight (8) months over a period of two (2) years.
5. City of Fife will provide building inspections, ADA inspections, grading and IDR to prepare pay estimates.
6. City of Fife to write contract, bond and insurance requirements for insertion into bid advertisement.

Overall Project Exclusions

1. Preparation of any state and federal level or other permitting services beyond those described herein.
2. LEED or Sustainable Sites Initiative documentation or a design to meet specific requirements outside of local municipal code.
3. Modifications, beyond minor adjustments, to drawings that have been previously approved, accepted, or are substantially complete. This includes, but is not limited to changes to the plans, elevations, sections or details, as well as the selection of new color and materials specifications or substitution for any material previously approved or accepted.
4. Preparation of any documents and presentations to any governmental agency including but not limited to; landmarks commissions, zoning boards, boards of standards and appeals, local planning boards not outlined above.
5. Value engineering in addition to what is included in the Scope of Services.
6. Development of additional Pricing Set(s) and facilitation of a Pricing Exercise(s) outside of those previously performed or specifically outlined in the General or Discipline Scope of Services.
7. Additional design amenities, scope, or Owner initiated change orders added after a Permit has been granted, are not included in the outlined fee.



LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

Phase 1 - Restart

- 1.1 Project Restart
 - 1.1.1 Pull files from archive
 - 1.1.2 Review specifications and drawings
 - 1.1.3 Re-evaluate budget
 - 1.1.4 Review value engineering (VE) items with client
 - 1.1.5 Review changes in design and bid alternatives
 - 1.1.5.1 Existing Crossing vs. Bridge Crossing

Meetings: Two (2) client review meetings.

Submittals: Memorandum summarizing VE strategy

Phase 2 - Construction Documents:

- 2.1 Apply VE Changes & Formulate Bid Alternatives
 - 2.1.1 Existing Crossing vs. Bridge Crossing
- 2.2 Plans, Specifications, and Estimate
 - 2.2.1 Prepare plans and details describing the design intent of proposed project improvements
 - 2.2.1.1 Overall Site Plan
 - 2.2.1.2 Material Callout
 - 2.2.1.3 Grading Plan
 - 2.2.1.4 Layout Plan
 - 2.2.1.5 Planting Plan
 - 2.2.1.6 Construction Details
 - 2.2.2 Creek Mitigation Area
 - 2.2.2.1 Prepare planting for mitigation area.
 - 2.2.3 Update plan rendering.
 - 2.2.4 Specifications (WSDOT format).
 - 2.2.5 Coordinate opinion of probable cost

Meetings: Four (4) client review meetings.

*Submittals: 90% CD Value Engineering Set
 90% Opinion of probable cost
 95% QA/QC Set
 100% Construction Documents*



Phase 3 - Permit:

- 3.1 Permit Submittal
 - 3.1.1 Prepare permit drawings for submittal to reviewing agency
- 3.2 Permit Resubmittal
 - 3.2.1 Address timely and applicable review comments from agency

Meetings: Two (2) client review meetings.

*Submittals: One (1) Permit Resubmittal
 Conformed Set for Bid*

Phase 4 – Bidding:

- 4.1 Bid Process
 - 4.1.1 Coordinate the schedule for bid advertising
 - 4.1.2 Advertisement For Bids
 - 4.1.3 Pre-bid conference
 - 4.1.4 Prepare and organize bid solicitation, bid sheet, and proposal forms consistent with the clients requirements.
 - 4.1.5 Addenda
 - 4.1.6 Bid opening
 - 4.1.7 Arrange for printing and distribution (as required) and formulate recommendations.
 - 4.1.8 Conduct the pre-bid conference and document the proceedings.
 - 4.1.9 Clarify the construction documents as required through the preparation and issuance of addenda.
 - 4.1.10 Attend the bid opening
 - 4.1.11 Review bids including alternatives and formulate a recommendation on the award of the contract
 - 4.1.11.1 Time for coordinating bidder qualifications if bidder is not qualified is limited to a maximum of four (4) hours.

*Meetings: Pre-Bid Conference
 Bid Opening
 Four (4) Client meetings*

Submittals: Issue Addenda

Phase 5 – Construction Contract Administration Services:

- 5.1 Pre-construction conference
- 5.2 Project Management
 - 5.2.1 Attend weekly construction meeting; one (1) per week to a maximum of thirty-two (32).
- 5.3 Construction observation



- 5.3.1 Undertake periodic observation of the work in progress for conformance with construction documents.
 - 5.3.1.1 Attend site walk through and review project status, to a maximum of thirty (30).
- 5.3.2 Evaluate and take action on change order requests.
- 5.3.3 Prepare change orders when accepted and directed by the Client.
- 5.3.4 Track General Contractor's working days.
- 5.3.5 Collect truck tickets and verify against approximate totals in contract documents.
- 5.3.6 Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the construction documents.
 - 5.3.6.1 Determine final completion
 - 5.3.6.2 Punch list and back punch
- 5.3.7 Coordinate inspections and material testing.
- 5.3.8 Coordinate remediation of non-conforming work with the General Contractor.
- 5.3.9 Determine final completion and acceptance of work.
- 5.3.10 Review Contractor's marked-up as-built drawings. Final delivery will be Post-Construction services.
- 5.4 Requests for Information (RFI) and Submittal Reviews
 - 5.4.1 Log and manage RFI's and submittals from Contractor to appropriate consultant for response.
 - 5.4.2 Review and prepare comments for RFI's as applicable to Landscape Architecture Scope of Services herein.
 - 5.4.3 Review and prepare submittal responses as applicable to Landscape Architecture Scope of Services herein.
- 5.5 Construction Contract Management
 - 5.5.1 Prepare single monthly payment applications, a maximum of ten (10)
 - 5.5.2 Warranties, guarantees, and releases of liens.
 - 5.5.3 File Notice of Completion form with Washington State Labor & Industries.

*Meetings: Pre-construction Conference.
 Weekly Construction Progress Meetings*

*Submittals: Site Observation Reports
 Weekly Progress Meeting Notes
 Single Monthly Contractor Payment Submittals
 Punchlist and checkback*

Phase 6 – Post-Construction Services:

- 6.1 Prepare record drawings of the actual construction based on mark-up drawings and other data furnished by the contractor
- 6.2 Provide quarterly observations of the work and/or warranty items for up to one (1) year.
- 6.3 Perform quarterly post-construction evaluation of functional and operational performance of the project for up to one (1) year.



Meetings: Four (4) Client Meetings

Submittals: Site Observation and warranty reports (4)

Phase 7 – Project Management:

- 7.1 Contract Management
 - 7.1.1 Monitor project scope, budget, and schedule
 - 7.1.2 Prepare monthly invoices and progress reports
 - 7.1.3 Manage sub-consultants
 - 7.1.4 City Council Project Status Presentations, quarterly, up to a maximum of four (4)

Meetings: City Council Presentations, (4)

*Submittals: Monthly Invoices
 Project Updates
 Meeting notes*

Phase 8 – Contingent Additional Services:

- 8.1 N/A

Phase 10 – Supplemental Services:

- 10.1 *Prepare client-initiated change orders (can be negotiated at time of occurrence)*

Landscape Architecture Assumptions

1. Construction is expected to take approximately eight (8) months over a period of two (2) years.
2. The City of Fife will perform permit review and not a consultant.
3. The City of Fife has bid procedures policy.
4. The City of Fife has responsibility for project accounting, including closeout.

Landscape Architecture Exclusions

1. Construction delays or design changes associated with unforeseen site condition including but not limited to environmental clean-up are excluded.
2. Resolution of bid protest or anomalies.
3. Operation manual(s) are not included in the Scope of Services.



ARCHITECTURE SCOPE OF SERVICES

Phase 1 - Restart:

- 1.1 Project Restart
 - 1.1.1 Pull files from archive
 - 1.1.2 Review specifications and drawings
 - 1.1.3 Re-evaluate budget

Meetings: None

Submittals: None

Phase 2 - Construction Documents:

- 2.1 Apply VE Changes & Formulate Bid Alternatives
- 2.2 Plans, Specifications, and Estimate
 - 2.2.1 Bathroom Structure
 - 2.2.2 Large Picnic Shelter
 - 2.2.2.1 Environmental Graphic Coordination
 - 2.2.3 Small Picnic Shelter
 - 2.2.4 Specifications (CSI Format).
 - 2.2.5 Opinion of probable cost

Meetings: Three (3) team meetings.

*Submittals: 90% CD Value Engineering Set,
 90% Opinion of probable cost
 95% QA/QC Set
 100% Construction Documents*

Phase 3 - Permit:

- 3.1 Respond to one (1) round of permit comments from reviewing agency

Meetings: None

*Submittals: One (1) Permit Resubmittal
 Conformed Set for Bid*

Phase 4 – Bidding:

- 4.1 Bid Process
 - 4.1.1 Clarify the construction documents as required through the preparation and issuance of addenda.



Meetings: None

Submittals: Issue Addenda

Phase 5 – Construction Contract Administration Services:

- 5.1 Construction observation
 - 5.1.1 Undertake periodic observation of the work in progress for conformance with construction documents
 - 5.1.2 Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the construction documents.
 - 5.1.3 Determine final completion and acceptance of work
- 5.2 Requests for Information and Submittal Reviews

Meetings: Weekly Construction Progress Meetings (As needed for Structures, Assumes six (6) meetings over duration of construction)

Submittals: None

Phase 6 – Post-Construction Services:

- 6.1 N/A

Phase 7 – Project Management:

- 7.1 N/A

Phase 8 – Contingent Additional Services:

- 8.1 N/A



CIVIL ENGINEERING SCOPE OF SERVICES

Phase 1 - Restart

- 1.1 Project Restart
 - 1.1.1 Pull files from archive
 - 1.1.2 Review civil specifications and drawings
 - 1.1.3 Re-evaluate budget
 - 1.1.4 Review value engineering (VE) items with client
 - 1.1.5 Review changes in design and bid alternatives

Meetings: One (1) client review meetings.

Submittals: None

Phase 2 - Construction Documents:

- 2.1 Apply VE changes to the civil design
- 2.2 Formulate Bid Alternatives
 - 2.2.1 Isolate right-of-way work
- 2.3 Update Construction Documents for permit submittal
- 2.4 Update specifications to WSDOT format.
- 2.5 Prepare opinion of probable cost for civil engineering scope.

*Meetings: One (1) client review meetings (per submittal).
 Two (2) team meetings.*

*Submittals: 90% CD Value Engineering Set, opinion of probable
 95% QA/QC Set
 100% Construction Documents*

Phase 3 - Permit:

- 3.1 Permit Submittal
- 3.2 Respond to one round of permit comments from reviewing agency
- 3.3 Resubmit documents

Meetings: One (1) client review meetings.

*Submittals: One (1) Permit Resubmittal
 Conformed Set for Bid*

Phase 4 – Bidding:

- 4.1 Bid Process
 - 4.1.1 Attend Pre-bid conference
 - 4.1.2 Provide clarification of the construction documents through the preparation and issuance of addenda.



4.1.3 Review bids including alternatives and formulate a recommendation on the award of the contract

*Meetings: Pre-Bid Conference
 One (1) Client meetings
 One (1) Contractor Meetings*

Submittals: Issue Addenda

Phase 5 – Construction Contract Administration Services:

- 5.1 Pre-construction conference
- 5.2 Construction observation
 - 5.2.1 Undertake periodic observation of the work in progress for conformance with construction documents
 - 5.2.2 Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the construction documents.
 - 5.2.3 Determine final completion and acceptance of work
 - 5.2.4 Review Contractor’s marked-up as-built drawings. Finally delivery will be Post-Construction services.
- 5.3 Requests for Information and Submittal Reviews
 - 5.3.1 We assume approximately 50 hours for RFIs and Submittal reviews and responses.
- 5.4 Construction Contract Management
 - 5.4.1 Assist with approximately 12 monthly payment applications

*Meetings: Pre-construction Conference.
 Five (5) Site visits/meetings*

Submittals: None

Phase 6 – Post-Construction Services:

- 6.1 Prepare record drawings of the actual construction based on mark-up drawings and other data furnished by the contractor

Meetings: None

Submittals: As-built drawings

Phase 7 – Project Management:

- 7.1 N/A

Phase 8 – Contingent Additional Services:

- 8.1 N/A



STRUCTURAL ENGINEERING SERVICES

Phase 1 - Restart

- 1.1 Project Restart
 - 1.1.1 Pull files from archive
 - 1.1.2 Review specifications and drawings
 - 1.1.2.1 Re-engage contacts with P.E. Pedestrian Bridge Supplier(s)
 - 1.1.2.2 Review Existing P.E. Bridge Specifications
 - 1.1.2.3 Review Existing Structural Material Specifications
 - 1.1.2.4 Review Existing Abutment Design and Bridge Interface Detailing
 - 1.1.3 Re-evaluate budget
 - 1.1.4 Review value engineering (VE) items with client
 - 1.1.4.1 Review of prior abutment design for potential savings
 - 1.1.4.2 Review allowable vertical and lateral pile capacities / soil parameters with Geotech
 - 1.1.4.3 Pending Geotechnical input, asses potential to economize the bridge abutment pile support system
 - 1.1.4.4 Review allowable soil bearing pressures and soil parameters with geotechnical engineer.
 - 1.1.4.5 Pending geotechnical input, asses economization of large shelter and small shelter foundations.
 - 1.1.5 Review changes in design and bid alternatives
 - 1.1.5.1 Allow for review of culvert or equivalent in lieu of bridge.
 - 1.1.6 Code Update Review for structural design impacts on prior design

Meetings: One (1) client review meetings.

Submittals: Memorandum summarizing VE strategy

Phase 2 - Construction Documents:

- 2.1 Apply VE Changes & Formulate Bid Alternatives
 - 2.1.1 Bridge & Abutment
 - 2.1.2 Building & Site Improvements
- 2.2 Plans, Specifications and Estimate
 - 2.2.1 Bridge & Abutment
 - 2.2.1.1 Construction plans
 - 2.2.1.2 Structural calculations per 2012 IBC for abutment or alternative
 - 2.2.1.3 Specifications (WSDOT format).
 - 2.2.2 Building & Site Improvements
 - 2.2.2.1 Construction plans
 - 2.2.2.1.1 Building foundations
 - 2.2.2.1.2 Detail Support (Planter Walls, Signs, Benches)
 - 2.2.2.2 Structural calculations
 - 2.2.2.3 Specifications (CSI format).

Meetings: One (1) client review meetings

*Submittals: 90% CD Value Engineering Set, opinion of probable
 95% QA/QC Set*



100% Construction Documents

Phase 3 - Permit:

- 3.1 Permit Submittal
- 3.2 Respond to permit comments from reviewing agency
- 3.3 Resubmit documents

Meetings: One (1) client review meetings.

*Submittals: One (1) Permit Resubmittal
 Conformed Set for Bid*

Phase 4 – Bidding:

- 4.1 Bid Process
 - 4.1.1 Clarify the construction documents as required through the preparation and issuance of addenda

Meetings: Pre-Bid Conference

Submittals: Issue Addenda

Phase 5 – Construction Contract Administration Services:

- 5.1 Pre-construction conference
- 5.2 Construction observation
 - 5.2.1 Undertake periodic observation of the work in progress for general conformance with structural construction documents; eight (8) site visits anticipated.
 - 5.2.1.1 Abutment reinforcement
 - 5.2.1.2 Bridge anchorage
 - 5.2.1.3 Three (3) visits for foundation reinforcement
 - 5.2.1.4 Three (3) visits for structural framing above the foundation
 - 5.2.2 Review Contractor’s marked-up as-built drawings. Finally delivery will be Post-Construction services.
- 5.3 Requests for Information and Submittal Reviews
 - 5.3.1 Review and respond to up to five (5) RFI’s,
 - 5.3.2 Review and respond to up to five (5) shop drawings submittal reviews:
 - 5.3.2.1 Bridge & abutment
 - 5.3.2.1.1 Rebar for abutment
 - 5.3.2.1.2 PE Steel Bridge Submittal (or VE option equivalent)
 - 5.3.2.2 Buildings & Site Improvements
 - 5.3.2.2.1 Rebar for footings and planter walls
 - 5.3.2.2.2 Structural steel
 - 5.3.2.2.3 Engineered roof framing and glue laminated beams
 - 5.3.3 Review and respond to submittal reviews:
 - 5.3.3.1 Bridge, abutment, & buildings
 - 5.3.3.1.1 Rebar
 - 5.3.3.1.2 Concrete mixes
 - 5.3.3.1.3 Concrete test specimen compression strength results



- 5.3.3.1.4 Structural products and conformance reports
- 5.3.3.1.5 Construction conformance reports
- 5.3.3.1.6 Subgrade preparation reports

Meetings: Pre-construction Conference

Submittals: Observation Reports, up to (8)

Phase 6 – Post-Construction Services:

- 6.1 Prepare record drawings of the actual construction based on mark-up drawings and other data furnished by the contractor.

Meetings: None

Submittals: Record Drawings

Phase 7 – Project Management:

- 7.1 N/A

Phase 8 – Contingent Additional Services:

- 8.1 N/A



ENVIRONMENTAL GRAPHIC DESIGN SCOPE OF SERVICES

Phase 1 - Restart

- 1.1 Project Restart
 - 1.1.1 Pull files from archive
 - 1.1.2 Review specifications and drawings
 - 1.1.3 Review value engineering (VE) items with client
 - 1.1.4 EGD team to coordinate with Landscape Architects for design refinements.
 - 1.1.5 Review changes in design and bid alternatives
 - 1.1.6 Review of necessary signage design revisions due to value engineering.

Meetings: Two (2) virtual client meetings specifically for signage content review.

Submittals: Memorandum summarizing VE strategy

Phase 2 - Construction Documents:

- 2.1 Apply VE Changes
 - 2.1.1 Revise sign types, count, and locations per changes to site and structure adjustments.
- 2.2 Formulate Bid Alternatives
- 2.3 Construction Documents
 - 2.3.1 Generate full or half scale design intent drawings for each sign element with client approved text in Adobe Illustrator saved into PDF format. Digital files will be made available to selected signage fabricator.
 - 2.3.2 Up to eight (8) unique text/symbol layouts for Sign Type G (Primary Instructional) to be produced.
 - 2.3.3 Client to review three (3) interpretive panels developed to educate content dealing with the creek ecosystem (*INT-8, INT-9, INT-10*).
 - 2.3.4 If approved, BCRA to develop design intent drawings, image, and text content for the three (3) creek ecosystem (*INT-8, INT-9, INT-10*) interpretive panels.
 - 2.3.4.1 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 to client for review and 2 rounds of revisions are provided for within this proposal. Text for each panel is expected to be: general text (350 words), aside call-out text (100 words), and caption text (40 words).
 - 2.3.4.2 Support structure and mounting conditions coordinated with BCRA Landscape Architecture.
- 2.4 Opinion of probable cost



Meetings: Two (2) client meetings specifically for interpretive signage content

*Submittals: 90% CD Value Engineering Set,
 90% Opinion of probable cost
 95% QA/QC Set
 100% Construction Documents*

Phase 3 - Permit:

- 3.1 Permit Submittal
 - 3.1.1 Prepare permit drawings for submittal to reviewing agency
- 3.2 Permit Resubmittal
 - 3.2.1 Address timely and applicable review comments from agency

Meetings: None

*Submittals: One (1) Permit Resubmittal
 Conformed Set for Bid*

Phase 4 – Bidding:

- 4.1 Bid Process
 - 4.1.1 Addenda
 - 4.1.2 Clarify the construction documents as required through the preparation and issuance of addenda.

*Meetings: None
 Three (3) Contractor Meetings*

Submittals: Issue Addenda

Phase 5 – Construction Contract Administration Services:

- 5.1 Construction observation
 - 5.1.1 Provide one (1) site observation of the work in progress for conformance with construction documents
 - 5.1.2 Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the construction documents; one (1) site visit.
 - 5.1.3 Review Contractor’s marked-up as-built drawings. Finally delivery will be Post-Construction services.
- 5.2 Requests for Information and Submittal Reviews

Meetings: None

Submittals: Site Observation Reports (2)

Phase 6 – Post-Construction Services:

6.1 N/A

Meetings: None

Submittals: None

Phase 7 – Project Management:

7.1 N/A

Meetings: None

Submittals: None

Phase 8 – Contingent Additional Services:

8.1 N/A

Environmental Graphic Design Assumptions

1. City of Fife responsible for text content edits applied to Sign Type B (Information/Directory Pylon) during Phase 1 – Startup.
2. BCRA to virtually meet with client for finalization of wayfinding signage text.
3. Product specifications of proposed interpretive panels to match previously approved site interpretive panels.

MEP SCOPE OF SERVICES

Phase 1 - Restart

- 1.1 Project Restart
 - 1.1.1 Review current 90% Construction Documents

Phase 2 - Construction Documents:

- 2.1 Apply VE Changes & Formulate Bid Alternatives
 - 2.1.1 Reevaluate current lighting design to provide the most advanced LED technology and high performance fixture.
- 2.2 Plans, Specifications, and Estimate
 - 2.2.1 Update current drawings to meet the current UPC, electrical code (NEC 2014), and Energy Standards (2015 Washington State Energy Code).
 - 2.2.2 Tacoma Power Utilities (TPU) coordination and Plan Review Submittal
 - 2.2.3 Update specifications to WSDOT format.

Meetings: One (1) client review meetings.

*Submittals: 90% CD Value Engineering Set
 95% QA/QC Set
 100% Construction Documents*

Phase 3 - Permit:

- 3.1 Permit Submittal
 - 3.1.1 Prepare permit drawings for submittal to reviewing agency
- 3.2 Permit Resubmittal
 - 3.2.1 Address timely and applicable review comments from agency

Meetings: Two (2) client review meetings.

*Submittals: One (1) Permit Resubmittal
 Conformed Set for Bid*

Phase 4 – Bidding:

- 4.1 N/A

Phase 5 – Construction Contract Administration Services:

- 5.1 Construction observation
 - 5.1.1 Undertake periodic observation of the work in progress for conformance with construction documents, up to four (4) site visits each for mechanical and electrical
 - 5.1.2 Punchlist and checkback
- 5.2 Requests for Information (RFI) and Submittal Reviews
 - 5.2.1 Review and prepare comments for RFI's as applicable to MEP Scope of Services herein.



5.2.2 Review and prepare submittal responses as applicable to MEP Scope of Services herein.

Phase 6 – Post-Construction Services:

6.1 N/A

Phase 7 – Project Management:

7.1 N/A

Phase 8 – Contingent Additional Services:

8.1 N/A

Phase 10 – Supplemental Services:

10.1 N/A

IRRIGATION DESIGN SCOPE OF SERVICES

Phase 1 - Restart

- 1.1 Project Restart
 - 1.1.1 Pull files from archive
 - 1.1.2 Review specifications and drawings
 - 1.1.3 Re-evaluate budget
 - 1.1.4 Review value engineering (VE) items with client
 - 1.1.5 Review changes in design and bid alternatives

Meetings: One (1) client review meeting

Submittals: Contribute to memorandum summarizing VE strategy

Phase 2 - Construction Documents:

- 2.1 Apply VE Changes & Formulate Bid Alternatives
 - 2.1.1 Modify existing drawings to accommodate Client approved VE changes.
 - 2.1.2 Show bid alternates on separate sheets.
 - 2.1.3 Regenerate the appropriate schedules.
- 2.2 Plans, Specifications, and Estimate
 - 2.2.1 Update drawings including the addition of the creek mitigation area into irrigation system
 - 2.2.2 Update specifications to WSDOT format.
 - 2.2.3 Opinion of probable cost

Meetings: One (1) client review meeting.

*Submittals: 90% CD Value Engineering Set,
 90% Opinion of probable cost
 95% QA/QC Set
 100% Construction Documents*

Phase 3 - Permit:

- 3.1 Permit Submittal
 - 3.1.1 Prepare permit drawings for submittal to reviewing agency
- 3.2 Permit Resubmittal
 - 3.2.1 Address timely and applicable review comments from agency

Meetings: One (1) client review meeting

*Submittals: One (1) Permit Resubmittal
 Conformed Set for Bid*

Phase 4 - Bidding:



- 4.1 Bid Process
 - 4.1.1 Review bids with Client.
 - 4.1.2 Addenda
 - 4.1.3 Respond to bidder questions and assist in issuing addenda.

*Meetings: One (1) client review meeting
 One (1) contractor meetings*

Submittals: Issue Addenda

Phase 5 – Construction Contract Administration Services:

- 5.1 Construction observation
 - 5.1.1 Provide four (4) site observations of the work in progress for conformance with construction documents.
 - 5.1.1.1 System layout
 - 5.1.1.2 Pipe depth
 - 5.1.1.3 Pressure tests
 - 5.1.1.4 Performance as system completion allows.
 - 5.1.2 Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the construction documents; one (1) site visit.
 - 5.1.2.1 Witness operational and coverage test for entire system
 - 5.1.2.2 Prepare punchlist
 - 5.1.3 Review Contractor’s marked-up as-built drawings.
- 5.2 Requests for Information and Submittal Reviews

Meetings: None

*Submittals: Site Observation Reports (4)
 Punchlist*

Phase 6 – Post-Construction Services:

- 6.1 Prepare record drawings of the actual construction based on mark-up drawings and other data furnished by the contractor
- 6.2 Evaluation of warranty items and system performance
 - 6.2.1 Provide three (3) site observations

Meetings: None

*Submittals: As-built drawings
 Site Observation Reports (3)*

Phase 7 – Project Management: N/A

Phase 8 – Contingent Additional Services: N/A

OPINION OF PROBABLE COST SCOPE OF SERVICES

Phase 1 - Restart

1.1 N/A

Phase 2 - Construction Documents:

- 2.1 Update Opinion of Probable Cost (OPC)
 - 2.1.1 Review updated drawings with VE Changes and Bid Alternates
 - 2.1.2 Update quantities, unit prices, and qualify pricing based on current market conditions.
 - 2.1.3 Modify estimate for WSDOT format.
- 2.2 Provide one (1) minor revision based on comments and feedback from Owner.

*Meetings: Two (2) consultant coordination meetings.
 One (1) client review meetings.*

*Submittals: 90% OPC
 90% OPC Revision*

Phase 3 - Permit:

3.1 N/A

Phase 4 - Bidding:

4.1 N/A

Phase 5 - Construction Contract Administration Services:

5.1 N/A

Phase 6 - Post-Construction Services:

6.1 N/A

Phase 7 - Project Management:

7.1 N/A

Phase 8 - Contingent Additional Services:

8.1 N/A

Phase 10 - Supplemental Services:

10.1 N/A



414 Stewart Street, Suite 200
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 T (206) 625-3300

MATERIAL TESTING COST SCOPE OF SERVICES



**Construction
 Testing Laboratories**

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 www.ctlwa.com

April 07, 2015

BCRA
 2106 Pacific Avenue, Suite 300
 Tacoma, WA 9402

Attn: Daren Crabill

REF: **Brookville Gardens**
 Special Inspection & Testing Services

Dear Mr. Crabill,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3668 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

CONCRETE/REINFORCING STEEL/ MASONRY/SHOTCRETE

- Inspection, sampling & cylinder pick-up \$ 52.00/hr
- COMPRESSIVE STRENGTH TESTS:**
- Concrete, mortar and grout..... \$ 21.00/ea
- Masonry Composite Prism..... \$ 75.00/ea

STRUCTURAL STEEL & METALS

- Visual Welding Inspection..... \$ 58.00/hr

SOILS:

- Soil Technician (Inspector)..... \$ 55.00/hr
- In-Place Density Tests..... NO CHARGE
- Maximum Density-Optimum Moisture Determination Analysis (Proctor)..... \$ 180.00/ea
- Sieve Analysis (Coarse & Fine Washed / C-117, C-136)..... \$ 160.00/ea
- Sand Equivalent (D-2419)..... \$ 90.00/ea
- Fracture Face Count..... \$ 75.00/ea

HMA:

- Asphalt Technician (Inspector)..... \$ 55.00/hr
- In-Place Density Tests (Nuclear)..... NO CHARGE
- Extraction-Gradation Tests (C-117)..... \$ 225.00/ea
- Maximum Theoretical Density (Rice)..... \$ 110.00/ea

MILEAGE:

- Trip Charge NO CHARGE



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 253-383-8778
 fax 253-770-8232
 www.cthwa.com

April 07, 2016

RE: Brookville Gardens
 Special Inspection & Testing

ESTIMATED TOTAL COST:		
TYPE OF INSPECTION & TESTING	ESTIMATED COST	
CONCRETE		
Approximately 60 hours inspection & testing	\$	3,120.00
Approximately 60 cylinder test specimens	\$	1260.00
Approximately 4 sieve analysis	\$	640.00
ESTIMATED CONCRETE COST:	\$	5,020.00
SOILS		
Approximately 60 hours inspection and testing	\$	3,300.00
Approximately 4 proctors	\$	720.00
Approximately 5 sieve analysis	\$	800.00
Approximately 4 sand equivalent	\$	360.00
Approximately 4 fracture face count	\$	300.00
ESTIMATED SOILS COST:	\$	5,480.00
PILES		
Approximately 24 hours inspection and testing	\$	1,248.00
Approximately 30 compressive strength tests	\$	630.00
ESTIMATED PILES COST:	\$	1,878.00
STRUCTURAL MASONRY		
Approximately 24 hours inspection & testing	\$	1,248.00
Approximately 12 grout samples	\$	252.00
Approximately 1 composite prism	\$	225.00
ESTIMATED MASONRY COST:	\$	1,725.00
HMA		
Approximately 48 hours inspection and testing	\$	2,640.00
Approximately 3 rice values	\$	330.00
Approximately 3 extraction/gradation	\$	675.00
ESTIMATED HMA COST:	\$	3,645.00
BRIDGE		
Approximately 20 hours inspection and testing	\$	1,040.00
Approximately 20 concrete test cylinders	\$	420.00
Approximately 20 hours structural steel inspection	\$	1,160.00
ESTIMATED BRIDGE COST:	\$	2,620.00
ESTIMATED TOTAL COST:	\$	20,368.00



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Construction Testing Laboratories

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fax 253-770-8232
www.ctlwa.com

April 07, 2015

RE: Brookville Gardens
Special Inspection & Testing

Our estimated total cost to provide our inspection and testing services \$20,368.00. The actual cost will vary, as our costs are directly dependent upon BCRA and sub-contractor's schedule. CTL performs our services only at the request of BCRA.

ADMINISTRATIVE:

All project management, clerical, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

BASIS OF CHARGES:

Four-hour minimum for inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.) Monday through Friday will be charge at 1.5 times the standards rate. Double time for Sundays and Holidays. Four-hour minimum for Weekends and Holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hours notice is required to schedule technician(s). Rush Laboratory Testing will be billed at 1½ times the applicable standard rate.

Our highly trained staff would be delighted to assist you in the successful completion of this project. If you have any questions regarding this proposal or if we may be of service, please call or visit our website at www.ctlwa.com.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)



Dennis Smith
Operations Manager
e-mail: denniss@ctlwa.com
cell # 253-732-7575
DMS/am



JANUARY 2015 FEE SCHEDULE

TERMS, DEFINITIONS & GENERAL CONDITIONS

- 1 **PARTIES & SCOPE OF WORK:** Construction Testing Laboratories, Inc. (herein "CTL") is performing the specific inspection, testing, geotechnical engineering, or other services performed by CTL as described in it's proposal accepted by Client, (herein the "Work"), which shall be subject to these Terms, Definitions, and General Conditions. The Client accepts sole responsibility for determining whether the quantity and nature of the Work ordered by Client adequate and sufficient for Client's needs.

- 2 **ACCESS TO SITE/NOTIFICATIONS:** Client shall arrange and provide access to the site as required for CTL to perform work. Advance notification for inspection and testing services is the responsibility of Client and/or it's Representative. Inspection or testing services should be requested as far in advance as practical (preferably a minimum of two business days notification). CTL, Inc. has not included in its fee and is not responsible for the cost of restitution of damage that may occur due to work performed. Client agrees to indemnify and save CTL harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or proper damage occurring with respect to CTL's work or arising from subsurface or latent conditions or damage to subsurface, lines or conduits. Client, landowner and its agents shall accept sole responsibility to notify appropriate agencies in regard to any hazardous substances discovered by CTL on the project site. CTL is expressly relieved from any obligations to report the presence of hazardous substances to any at all regulatory agencies.

- 3 **SCHEDULE OF WORK:** CTL's work will be accomplished in a timely, workmanlike manner by CTL or its sub contractor at the delay of fees quoted. If CTL is required to delay commencement of the work or if it is required to stop or interrupt the progress of it's work as a result of changes in scope requested for any reason by the Client, interruptions in the progress of construction, or causes beyond the control of CTL, additional charges will applicable and payables by the Client.

 CTL will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in CTL reports are opinions based observations, and should not be construed to be conclusive representatives of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTL immediately to authorize further appropriate evaluation.

- 4 **PAYMENT:** Client shall be invoiced twice each month for work performed during the preceding month. Client agrees to pay each invoice within 30 days of its receipt. A service charge of 1.5 % per month is added to all delinquent accounts. Where legal action including assertion of lien rights becomes necessary to obtain payment for services provided, Client agrees to pay all collection costs, including reasonable attorney's fees. CTL's final report will not be submitted until all invoices are paid.

- 5 **INDEMNITY:** CTL, Inc. agrees to indemnify and hold Client harmless from any and all claims; suits, costs and expenses subject the foregoing limitations, including reasonable attorney's fees and court costs, but only to the extent of CTL's negligence. Client shall provide same protection to CTL to the extent of its negligence. In the event that Client or its principals shall bring suit, cause of action, claim or counterclaim against CTL, the party initiating such action shall pay to CTL the costs and expenses incurred by CTL to investigate, answer and defend itself including reasonable attorney's fees, witness fees and court costs to the extent that CTL shall prevail in such suit. Notwithstanding in performing services of work, Client and all parties claiming as a result thereof agree that the maximum aggregate amount of liability of CTL and it's officers, employees and agents shall be limited to the total of the fee paid to CTL for it's work. CTL may engage the services of other contractors/consultants on behalf of Client to provide professional services. CTL shall be held harmless, and assumes no liability, for the services of said contractor/consultant. As such, CTL shall be held harmless from any claim which may arise out of the actions of the contractor/consultant.

- 6 **PROVISIONS:** All quotations are based upon standard non-overtime hourly rates. If unforeseen circumstances cause CTL to work on Saturdays, Sundays or after 16:30 hr. and in excess of eight hours Monday thru Friday, the non-overtime rates quoted will be multiplied by 1.5 to establish the correct overtime rate. Unless otherwise agreed, this proposal terminates in 60 calendar days from the date of issue accepted in writing within said 60 days. CTL may dispose of project inspection files after a period of seven years. Client may request in writing of extend the file retention period to obtain custody in lieu of disposal, subject to mutual agreement upon a retention/custody agreement, including fees to be paid CTL.

414 Stewart Street, Suite 200
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JANUARY 2015 FEE SCHEDULE

TERMS, DEFINITIONS & GENERAL CONDITIONS

7 ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and there are no representations, warranties or understandings made other than those as set forth herein. This agreement may be modified only in writing, signed by each of the parties. No work can be performed prior to written acceptance of this proposal.

Any controversy of claim arising out of or relating to Terms and General Conditions or breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction hereof. Any such arbitration shall take place in Tacoma, Washington. The prevailing party, as determined by the Arbitrator, shall be awarded its costs and reasonable attorney's fees.

8 SUBCONTRACTORS: CTL subcontracts to Certified Inspection Services for the magnetic particle and ultrasonic testing of welds. CTL subcontracts to Spectra Laboratories for analytical testing. CTL reviews subcontractors report for content only.

TERM OF SALE

PAYMENT DUE DATE: All invoices are "NET" and payment is due on the 30th day following the invoice date, unless otherwise stated on the application invoice. An account is considered past due on the 31st day following date of invoice.

PAST DUE ACCOUNT: All accounts not paid by due date may be subject to suspension. A late charge of 1.5% (18% per month annual) will be imposed on past due accounts. Customers agree to pay all attorneys' fee and costs of collection.

I / We understand and agree to the foregoing terms of sale and authorize you to obtain such information as you may require concerning this application.

ACKNOWLEDGEMENT/ACCEPTANCE OF FEE SCHEDULE, and TERMS, DEFINITIONS, TERM OF SALES, and GENERAL CONDITIONS

Upon acceptance, please sign and return at your earliest convenience. Also our office will mail you a letter of mail distribution so copies of reports can be sent to your Engineers/Owners if you so desire.

Agreed of this _____ day of _____

ACCEPTED BY _____ PLEASE PRINT

SIGNATURE _____ PLEASE SIGN

TITLE _____ PERSON'S TITLE

FIRM NAME _____ COMPANY NAME

FIRM ADDRESS _____ BILLING / MAILING ADDRESS

PROJECT NAME _____ PLEASE PRINT

JOBSITE ADDRESS _____

CONTACT NO(S)

CELL PHONE NO.

OFFICE PHONE NO.

OFFICE FAX NO.



GEOTECHNICAL COST SCOPE OF SERVICES



720 Olive Way, Suite 1900
 Seattle, Washington 98101
 Phone 206.287.9130
 Fax 206.287.9131

May 19, 2015

Daren Crabill
 BCRA
 414 Stewart Street Suite 200
 Seattle, WA 98101

Re: Revised Scope of Work for Geotechnical Engineering Support
 Brookville Gardens Construction
 Project Number: 080514-02

Dear Daren:

At the request of BCRA, Anchor QEA has prepared the following scope to provide additional geotechnical engineering support for the construction of the Brookville Gardens Project, located in Fife, Washington (City). Based on discussions during our meeting on March 10, 2015, and in response to feedback from the City on our March 10, 2015 draft scope of work, we propose to provide the following additional services, including optional tasks as follows:

- Special inspection services for pile foundation installation.

TASK 1 – GEOTECHNICAL SPECIAL INSPECTION FOR PILE FOUNDATIONS

The current plans include installation of 20 piles (10 at each abutment) for the bridge foundation. Anchor QEA will provide geotechnical special inspection for pile driving, including development of pile drivability (“refusal”) criteria (penetration resistance versus allowable capacity), and on-site inspection during pile driving to observe conformance of pile handling and installation with the project specifications, and to observe and record pile blow counts during installation.

Assumptions

- The contractor will provide information on the pile driving hammer system (energy delivered to the pile) at least 1 week prior to pile driving so that Anchor QEA's geotechnical engineer can prepare refusal criteria to support installation observations.
- We have assumed that Anchor QEA would be provided at least 2 working days' notice before pile inspection services are needed so that our inspection can be scheduled efficiently.
- For budget purposes we have assumed that the contractor will install up to 5 piles per day. For 20 piles, the total duration of inspection is estimated to be 4 days.
- Our costs assume that the pile driving is accomplished efficiently and continuously. If the contractor sporadically drives piles, and cannot complete 5 piles per day, the duration of inspection and associated cost would be higher.
- This task does not include inspection for other geotechnical observations (e.g. shallow footing preparation, earthwork, compaction control, erosion control). It is assumed that the City will provide these services; however Anchor QEA can prepare an additional scope for geotechnical inspection if requested.

Deliverables

- Daily inspection reports, including records of pile driving
- Pile driving inspection closeout letter summarizing our observations during pile driving

ESTIMATED COSTS

Table 1 presents our estimated cost to complete the scope escribed in this letter. Our work would be conducted on a time and materials basis using our 2015 standard rates attached to this letter, not to exceed the budgets provided in Table 1 without prior authorization from BCRA.



Table 1 – Summary of Estimated Costs

Task	Description	Estimated Cost
1	Geotechnical Special Inspection for Pile Foundations ¹	\$ 8,150
TOTAL		\$ 8,150

1. Assumes 4 days of on-site observations. Extra inspection days, if required, would cost \$2,220 per day.

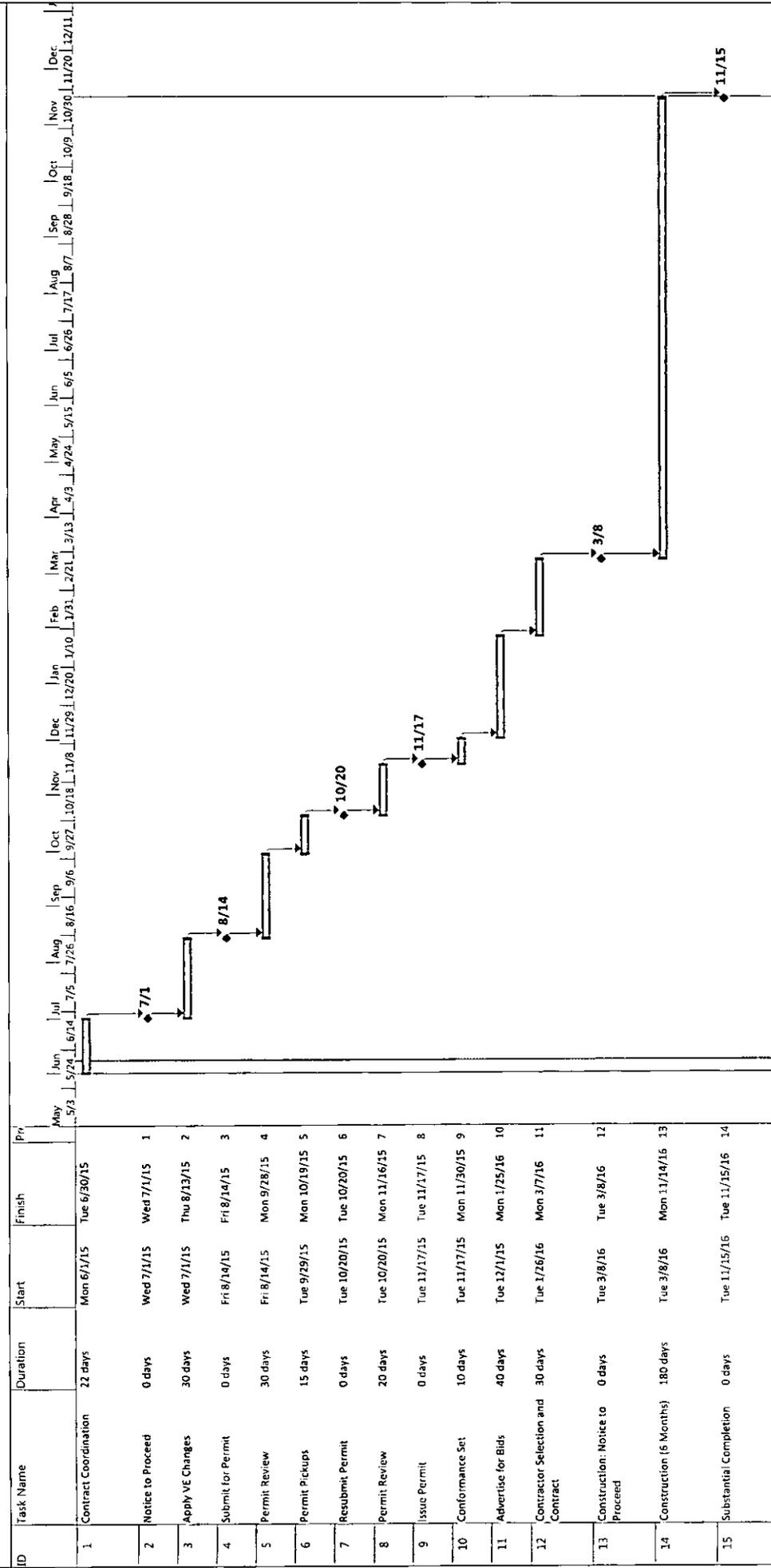
We appreciate the opportunity to assist you on this project. Please contact us if you have any questions or require further information.

Sincerely,

John Laplante, PE
 Anchor QEA, LLC

Attachment
 Anchor QEA 2015 Rate Schedule

EXHIBIT B - BROOKVILLE GARDENS COMMUNITY PARK



ID	Task Name	Duration	Start	Finish	Pr
1	Contract Coordination	22 days	Mon 6/1/15	Tue 6/30/15	
2	Notice to Proceed	0 days	Wed 7/1/15	Wed 7/1/15	1
3	Apply VE Changes	30 days	Wed 7/1/15	Thu 8/13/15	2
4	Submit for Permit	0 days	Fri 8/14/15	Fri 8/14/15	3
5	Permit Review	30 days	Fri 8/14/15	Mon 9/28/15	4
6	Permit pickups	15 days	Tue 9/29/15	Mon 10/19/15	5
7	Resubmit Permit	0 days	Tue 10/20/15	Tue 10/20/15	6
8	Permit Review	20 days	Tue 10/20/15	Mon 11/16/15	7
9	Issue Permit	0 days	Tue 11/17/15	Tue 11/17/15	8
10	Conformance Set	10 days	Tue 11/17/15	Mon 11/30/15	9
11	Advertise for Bids	40 days	Tue 12/1/15	Mon 1/25/16	10
12	Contractor Selection and Contract	30 days	Tue 1/26/16	Mon 3/7/16	11
13	Construction: Notice to Proceed	0 days	Tue 3/8/16	Tue 3/8/16	12
14	Construction (6 Months)	180 days	Tue 3/8/16	Mon 11/14/16	13
15	Substantial Completion	0 days	Tue 11/15/16	Tue 11/15/16	14



**EXHIBIT C
 COMPENSATION**

Owners Responsibilities

1. Provide complete and accurate information in a timely manner in accordance with the approved project schedule, including a program, setting forth its design objectives, constraints and criteria, dimensioned drawings describing all existing improvements, and hazardous materials surveyors, as may be required. The services, information, surveys and required reports shall be furnished at the Owner's expense, and the Designer shall be entitled to rely upon the accuracy and completeness thereof.
2. Provide a project budget, cost estimates and periodic updates to ensure the project is within the Owner's Financial Pro-forma.
3. Render decisions promptly to avoid unreasonable delay in the progress of the services or project schedule.
4. Owner shall require all consultants retained directly by the Owner or by Owner's agent to coordinate their services, documents, and scheduling with BCRA and BCRA's Consultants.

Compensation

1. Additional Services will be billed to the Owner separately, either in a lump sum, or on an hourly basis, in accordance with the applicable hourly rate schedule, whichever form of fee is defined in the contract change amendment.
2. Fees for the services of BCRA's Consultants shall be marked-up by ten percent (10%) for the administrative cost of carrying and processing said Consultants.
3. Reimbursable expenses are expenditures for the Project made by BCRA, its employees and consultants in the interest of the Project plus an administrative fee of 10%.
4. BCRA's current hourly rate schedule is as follows:

Hourly Rates:

Staff 14	\$250	Staff 7	\$130
Staff 13	\$220	Staff 6	\$120
Staff 12	\$200	Staff 5	\$110
Staff 11	\$180	Staff 4	\$100
Staff 10	\$160	Staff 3	\$90
Staff 9	\$150	Staff 2	\$80
Staff 8	\$140	Staff 1	\$70

Method of Payment:

1. Invoices will be submitted monthly, in accordance with the work completed.
2. The Owner may not deduct or withhold from amounts invoiced by BCRA, to offset sums requested by or paid to contractors for the cost of changes in the Work, or for damages due to errors or omissions of any consultant contracted by, or at the request of, the Owner.

Terms of Agreement

The enclosed Terms of Agreement for Design Services is, by reference, included as part of this Agreement and further details the responsibilities of BCRA and Owner related to the project.



414 Stewart Street, Suite 200
 Seattle, WA 98101
 T (206) 625-3300

Compensation

Compensation for Basic Services identified in Scope of Basic Services and Exhibits A-J shall be a TIME & MATERIAL NOT TO EXCEED \$464,330.00 (Four Hundred Sixty-Four Thousand, Three Hundred Thirty US Dollars and Zero Cents) *plus reimbursable expenses* and will be billed monthly as services are completed.

BCRA Scope of Services	Landscape Architecture (Prime)	Architecture	Civil Engineering	Structural Engineering	Graphic Design
1. Restart	\$9,500	\$1,000	\$4,500	\$4,000	\$1,600
2. Construction Documents	\$32,750	\$10,000	\$18,000	\$10,000	\$16,450
3. Permit	\$10,100	\$1,200	\$7,000	\$2,000	\$500
4. Bidding	\$23,500	\$1,500	\$4,000	\$1,000	\$350
5. Construction Administration	\$120,000	\$7,000	\$17,000	\$9,500	\$2,900
6. Post Construction	\$9,200	\$-	\$4,500	\$500	\$-
7. Project Management	\$19,550	\$-	\$-	\$-	\$-
Sub-Total	\$224,600	\$20,700	\$56,000	\$27,000	\$21,800

Sub-Consultants

Mechanical/Electrical (BCE)	\$ 8,500
Irrigation Design (Resource Integrated Site Water Planning)	\$ 20,380
Cost Estimating (Roan Associates)	\$ 11,840
Material Testing (Construction Testing Laboratories) <i>Estimated Hourly</i>	\$ 20,370
Geotechnical Engineering (Anchor QEA)	\$ 8,150
Sub-Total	\$ 69,240

Fee Summary

BCRA	\$ 350,090
Sub-Consultants	\$ 69,240
10% Contingency	\$ 45,000
TOTAL Basic Scope of Services Fee	\$ 464,330