

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

TUMWATER COMMUNITY CENTER DESIGN

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20__, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Barker Rinker Seacat Architecture, a Colorado corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than June 22, 2024, and shall be completed no later than December 31, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Two Hundred Twenty-One Thousand Seven Hundred and Thirty-Three Dollars** (\$221,733.00) as reflected in Exhibit "A".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, elected officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the

extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

A. The SERVICE PROVIDER 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 SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claim made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the GL and Auto Liability insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such

action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance

under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law

to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

This section intentionally left blank.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER
555 Israel Rd SW
Tumwater, WA 98501

SERVICE PROVIDER:

Barker Rinker Seacat Architecture
990 South Broadway
Suite 222
Denver, CO 80209
UBI No. _____
(303) 455-1366

Debbie Sullivan, Mayor

Signature (Notarized – see below)

Printed Name: _____

Title: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF COLORADO
COUNTY OF DENVER

I certify that I know or have satisfactory evidence that _____
_____(name) is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was
authorized to execute the instrument and acknowledged it as the _____
_____(title) of Barker Rinker Seacat Architecture to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Colorado

My appointment expires:_____

Exhibit A

Tumwater Community Center Design Scope of Work

The City of Tumwater created a Metropolitan Park District in 2018 to support new facilities and programs in the Parks and Recreation Department. Tumwater residents approved additional taxes to support new parks, programs, trails and the construction of a community center. Using broad terms, the community center was described as a facility with meeting and event space, senior services, indoor sports courts, and land for a future Public Swimming Pool. Working within those parameters, we are proceeding to the design process and a community conversation about what this facility will provide.

This scope of service lists the professional services provided and a description of each task that will be included in the project. Barker Rinker Seacat (BRS) will employ a proven process to guide the work to be accomplished. This overview will guide the City and BRS while developing the next step of proposal for professional services and building construction. The desired process/outcomes include:

- Conducting market analysis and surveying of public needs related to a community center.
- Site analysis of existing city-owned parcel and other potential sites.
- Develop several desirable and sustainable programming and build scenarios for the center.
- Analyze potential partnerships and cost/benefit scenarios.
- Project revenue generation, operating expenses, subsidy requirements, and construction cost estimates.
- Provide recommendations for optimal programming and facility build-out to achieve sustainable operations.
- Present findings and recommendations of how best to proceed with this project in written and presentation format.



CITY OF TUMWATER, WASHINGTON
COMMUNITY CENTER FEASIBILITY STUDY
MARCH 14, 2024

FEE PROPOSAL



**BARKER
RINKER
SEACAT**
ARCHITECTURE



Chuck Denney, parks and Recreation Director
City of Tumwater, Washington
cdenney@ci.tumwater.wa.us

March 14, 2024

RE: City of Tumwater, Washington - Community Center Feasibility Study Proposal

Dear Chuck,

We are excited about the opportunity to assist the City of Tumwater in creating a system-wide study for your indoor facilities. Since 1975, designing community aquatics and recreation centers has been the focus of our practice. Our knowledge and experience have given us a national reputation in the design, planning, and development of facilities that improve the quality of life for our communities.

Barker Rinker Seacat Architecture (BRS) is committed to innovating and evolving community recreation center planning and design. For the last 40 years, community recreation centers have been our passion and focus. We have assisted over 350 communities across the country in the planning and design of their centers. While many share the same activity spaces, each has a unique story and solution that speaks to their past, present, and future aspirations.

Our team is excited to partner with the City of Tumwater to engage area residents, staff, and Commission members to collaboratively prioritize facility amenities, optimize operations and create a strategic vision that reflects the City of Tumwater's unique people and place.

What follows is our understanding of the key elements of the project and the assumptions we used to put together a DRAFT work plan, schedule, and fee.

Hopefully, we have addressed all the Commission's needs we discussed, but please know we are flexible with our approach. We look forward to your feedback and tuning this proposal to suit your needs best.

Thank you again for considering BRS for this exciting opportunity.

Best Regards,

Keith Hayes, AIA
Principal-in-Charge
keithhayes@brsarch.com

Cory J. Wilkerson, AIA
Project Manager
corywilkerson@brsarch.com

DENVER
990 S. BROADWAY
SUITE 222
DENVER, CO 80209
303.455.1366

DALLAS
129 S. MAIN ST.
UNIT 250
GRAPEVINE, TX 76051
817.527.6880

BRsARCH.COM

WORK PLAN



City of Tumwater - Community Center Feasibility Study FEASIBILITY STUDY - SCOPE OF SERVICES & WORK PLAN

Participant
Key:

TPRD | City of Tumwater Parks & Recreation Dept. BRS | Barker Rinker Seacat Architecture

14-Mar-24

BLU | Blundall & Associates

RWD | RWD Landscape Architects

BK | Ballard King & Associates

WORK PHASE #1

Activity/ Timeline	Scope Description (Tasks & Products)		Duration
PM		Project Management <ul style="list-style-type: none"> Invoicing and Project Budget Management, Meeting Coordination, Travel Coordination 	27 weeks
0.1		Pre-Workshop #1 Meeting Preparation (~April 2024) <ul style="list-style-type: none"> Prepare Kick-off meeting presentation slide show 	1 week
1.0 Video Conference Call	Confirm Confirm Consider Consider Consider Consider Consider Consider Consider Consider Consider Consider Consider	Project Team: Pre-Workshop #1 Meeting with Executive Team <ul style="list-style-type: none"> Team Introduction Time frame for work plan Dates for Workshops, Meetings and Presentations The District's mission, vision, goals and objectives for the project Public outreach process and meeting dates Identify stakeholders, steering committees, interest groups, etc. Review project baseline program elements Review market segment, demographic, and alternative provider analysis considerations Discuss Program Card Game Activity and participants Discuss Operational considerations & Cost Recovery Goals for the facility (BK) Discuss Total Project Budget (Building, Site, Etc.) Financing Details Establish goals for successful Bond campaign Preliminary Partnering Opportunities Discuss existing community facilities & programming Online feedback mechanisms (survey) (BK) 	1 day
1.1	Confirm	Work Period #A - Data Collection <ul style="list-style-type: none"> Create meeting minutes and distribute Develop & schedule focus group, individual engagement & partnership outreach Collect and review all existing data available to include: Past planning efforts, surveys / site plans for the 4 building sites being considered, current mission statements, P&R operational data, development requirements and codes, budget information and limitations. Plans and detail information for the Tumwater Old Town Center Building Begin analyzing the information and develop initial considerations regarding options Conduct an initial code review to understand constraints re: planning & building code Committee and public input dates Develop preliminary online survey questions (BK) 	2 weeks
1.2 Video Conference Call	Confirm	Check-in with Executive Team 1.2 Review Online Survey Questions Review survey format options, response protocols/requirements (email address, required information, completion incentives, ect.)	1 day

WORK PLAN

Activity/ Timeline		Scope Description (Tasks & Products)	Duration
WORK PHASE #1	1.3	Commit Work Period #B - Finalize Public Survey, Workshop, & Community Meeting Prep <ul style="list-style-type: none"> • Prepare workshop & community open house presentation(s) slide shows including National Slide tour of potential recreation/community center program components • Prepare Dot-o-Cracy and 5 question boards • Prepare BRS Card Game • Prepare Market & Demographic Research Findings (BK) • Review operational strategies and benchmarking data (BK) • Circulate final survey questions and format for review (BK) • Adjust survey questions and format, prepare for launch (BK) 	2 weeks
	1.4 - Trip 1 Day 1 Afternoon Day 1 Evening Day 2 Morning	Consider Consider Consider Consider Consider Consider Consider Committee Workshop #1 <ul style="list-style-type: none"> • Project mission, vision, goals and objectives • Review Market & Demographic Research Findings, National Benchmarks, Comparable Facilities Information (BK) • Play Programming Card Game; Identify program elements for consideration • Sustainability concepts and goals • Sustainability concepts and goals Facilitate Community Open House #1 (program options) <ul style="list-style-type: none"> • Present National Slide tour of recreation centers • Solicit feedback to explore the community's feelings about their people, pace, and place • Launch Public Online Survey Tour Potential Building Sites (existing community center?) <ul style="list-style-type: none"> • Tour and evaluate and document potential building sites • Tour and evaluate existing Tumwater old town center building (community center) 	2 days (1 week)
	1.5 Video Conference Call	Confirm Confirm Consider Consider Confirm Confirm Follow-Up with Executive Team #1.5 <ul style="list-style-type: none"> • Re-Cap of Committee, and Open House input • Discuss program / budget / schedule, as needed • Report out and discuss future site options Pros and Cons/ initial findings • Report out and discuss findings of Old Town Center Building (Community Center) • Re-Balance project status with operational goals, as needed (BK) • Develop prioritization of program & site amenities based on Workshop and Open House 	1 day
	2.0	Work Period #C - Program Development & Site Analysis <ul style="list-style-type: none"> • Create meeting minutes and distribute • Review work to date, surveys, program, plans, estimates and all previous data • Develop building programming models/phasing options (up to 4 options) • Perform analysis of potential future building sites using the BRS site evaluation criteria tool • Create preliminary project budget model spreadsheet and total project cost estimate for • Review Preliminary financing alternatives & potential partnership opportunities • Analyse community open house data and consolidate data & comments • Close online Survey (BK) • Analyse online survey results and summarize data (BK) 	3 weeks
WORK PHASE #2	2.1 Video Conference Call	Follow-Up with Executive Team 2.1 <ul style="list-style-type: none"> • Facilitate a Video Conference Call for preliminary review of above topics 	1 day
	2.2	Work Period #D - Program Refinement & Concept Diagram Development <ul style="list-style-type: none"> • Prepare workshop presentation slide show • Revise preferred program models & phasing options (up to 2 options) • Revise preliminary capital costs for each program • Refine the Mission Statement & Goals • Develop (up to 4) site program options based on Workshop #1 discussion and goals • Create options of proposed program spaces and area (SF) requirements • Review the established operational expenses and revenues models (BK) • Develop (up to 4) preliminary building & site test fit/relationship diagrams 	2 weeks

WORK PLAN

Activity/ Timeline		Scope Description (Tasks & Products)	Duration
WORK PHASE # 2	2.3 Video Conference Call	Committee Workshop #2 <ul style="list-style-type: none"> • Present Public Open House Data/Results • Present Online Survey Data/Results (BK) • Present preferred building programming models/phasing options (up to 2 options) • Discuss preliminary project budget and construction costs (target) • Discuss operational expense and revenue model for preferred program options (BK) • Bond campaign planning • Discuss capital and/or operational partnerships (BK) • Present detailed site evaluation/analysis findings • Present (up to 4) preliminary building & site test fit/relationship diagrams 	1 day
	2.4 Video Conference Call	Follow-Up with Executive Team 2.4 <ul style="list-style-type: none"> • Re-Cap of Committee a discuss possible realignments • Confirm 2 preferred site plans for future refinement • Confirm prioritization of program & site amenities based on Workshop and Public Input (BK) 	1 day
WORK PHASE #3	3.0	Work Period #E - Refine Site Plan and Develop Floor Plan Relationship Diagrams <ul style="list-style-type: none"> • Consultant Coordination • Create meeting minutes and distribute • Prepare workshop and community open house presentation slide show • Refine preferred site plan diagrams (up to 2) (RWD) • Develop floor plan adjacency (bubble) diagrams • Refinement of project model spreadsheet and total project cost estimate for construction • Review capital and/or operational partnerships (BK) • Refinement the established operational expenses and revenues models (BK) • Craft the preliminary Design Threads 	2 weeks
	3.1 Video Conference Call	Follow-Up with Executive Team 3.1 <ul style="list-style-type: none"> • Facilitate a Video Conference Call for review of above topics 	1 day
	3.2 - Trip 2 Day 1 Afternoon Day 1 Evening Day 2 Evening	Committee Workshop #3 <ul style="list-style-type: none"> • Project building program • Findings of Preliminary Project Budget (target) • Capital and/or operational partnerships (BK) • Site plan development priorities and preferences, select preferred site option (RWD) • Review floor plan adjacency (bubble) diagrams • Bond campaign planning • Review project against established operational goals (BK) • Review preliminary Design Threads Facilitate Community Open House #2 (BRS & RWD) <ul style="list-style-type: none"> • Present Public Feedback/Data/Survey Results (BRS) • Present Public Feedback People, Place & Pace (word clouds) • Present Preliminary Building Program and Project Budget • Present preliminary preferred site option diagrams (up to 2) (RWD) • Collect comments, questions Facilitation of City Council Presentation #1 (BRS, BK) <ul style="list-style-type: none"> • Presentation of: Project timeline/history, Trends Presentation, Public Input Results, Current Program, Site Plan, Preliminary Total Project budget • Collect comments, questions, and preferences 	2 day (1 week)
	3.3 Video Conference Call	Follow-Up with Executive Team 3.3 <ul style="list-style-type: none"> • Re-Cap of Committee and City Council Input and discuss possible realignments 	1 day
	4.0	Work Period #F - Develop Floor Plans, Finalize Design Threads, Refine Operations <ul style="list-style-type: none"> • Consultant Coordination • Create meeting minutes and distribute • Refine preferred site plan diagrams (single site) (RWD) • Develop concept floor plan options (up to 2) • Refinement of project model spreadsheet and total project cost estimate for construction • Revise project against established operational goals (BK) • Refine Design Threads 	2 weeks
WP #4			

WORK PLAN

Activity/ Timeline		Scope Description (Tasks & Products)	Duration
WORK PHASE #4	4.1 Video Conference Call	Follow-Up with Executive Team 4.1 • Facilitate a Video Conference Call for review of above topics	1 day
	4.2	Work Period #G - Final Concept Floor Plan, & Site Plan, Preliminary Building Massing, Cost Estimate • Consultant Coordination • Prepare workshop presentation slide show • Finalize preferred site plan (RWD) • Finalize concept floor plan • Produce Detailed Probable Cost Estimate for construction (Estimate #1) (BLU) • Revise operational expense and revenue model for final program/plan option (BK) • Prepare Concept Building Massing • Prepare Architectural Characteristics slide show (or blink exercise)	4 weeks
	4.3 Video Conference Call	Committee Workshop #4 • Final Concept Floor Plans • Final Site Plan (RWD) • Bond campaign planning • Findings of the Detailed Probable Cost Estimate (BRS) • Capital and/or operational partnerships (BK) • Operational expense and revenue model (BK) • Bond campaign planning • Concept Building Massing • Design Threads • Architectural Character Precedent	1 day
	4.4 Video Conference Call	Follow-Up with Executive Team 4.4 • Re-Cap of Committee and discuss possible realignments	1 day
WORK PHASE #5	5.0	Work Period #H - Develop Architectural Character • Consultant Coordination • Create meeting minutes and distribute • Refine Building Massing • Revise Floor Plans to suit building massing refinements • Revise Site Plans to suit building massing and floor plan refinements (RWD) • Finalize operational expense and revenue model (BK) • Develop Architectural Character • Finalize Design Threads	2 weeks
	5.1 Video Conference Call	Follow-Up with Executive Team 5.1 • Facilitate a Video Conference Call for review of above topics	1 day
	5.2	Work Period #I - Draft Report • Consultant Coordination • Finalize Building Massing • Refine Architectural Character and develop base report graphics • Finalize Site Plans (RWD) • Final Detailed Probable Cost Estimate (Estimate #2) (BLU) • Develop DRAFT Report (BRS, BK, RWD, BLU)	3 weeks
	5.3 - Trip 3 Day 1 Afternoon Day 1 Early Evening	Committee Workshop #5 • Review DRAFT Report • Concept Building Massing • Design Threads • Architectural Character & Base Report Graphics Facilitation of City Council Presentation #2 (BRS, RDW, BK) • Presentation of Draft Report • Collect comments, questions, and preferences	1 day (1 week)
	6.0	Work Period #J - Produce Final Feasibility & Conceptual Design Report and Graphics • Update all work products based on input received in Workshop 5 and Council Presentation	2 weeks
WP #6	6.1 Video Conference Call	Follow-Up with Executive Team 6.1 • Facilitate a Video Conference Call for review the FINAL report	1 day
	6.2	Deliver Final Report	~Sept. 2024

FEE SUMMARY

Tumwater Community Center Feasibility Study

3/14/2024

FEE AND COST SUMMARY

Professional Service Fees	
Task	Fee
General Project Management	\$8,389
Work Phase 0 - Preparation	\$1,030
Work Phase 1 - Needs Assessment	\$38,294
Work Phase 2 - Programming & Site Analysis	\$20,319
Work Phase 3 - Preliminary Concept Design & Operational Analysis	\$31,942
Work Phase 4 - Detailed Concept Design & Operations Plan	\$44,653
Work Phase 5 - Graphics & Report Development	\$40,559
Work Phase 6 - Report Final	\$7,797
	BRS Fee: \$111,220
	Blundall & Associates Fee: \$10,175
	Ballard King Fee: \$38,500
	RWD Landscape Fee: \$33,088
Total Professional Service Fees	\$192,983
Reimbursable Allowance	
Printing, travel, meals, etc.	\$14,250
Total Reimbursable Allowance	\$14,250
*Reimbursable expenses will be billed at 1.1 x actual cost	
Optional Services	
A.1 Exterior 3 D Renderings developed from the base model graphic views to suit the level of development shown in Exhibit A ; two (2) facades modeled (1 rendered view)	\$4,000
A.2 Exterior 3 D Renderings developed from the base model graphic views to suit the level of development shown in Exhibit A; all remaining facades modeled (2nd rendered view). Must be combined with item A.1	\$3,500
A.3 Additional Exterior 3 D Rendered views to suit the level of development shown in Exhibit A; must select items A.1 & A.2 for this option (per rendered view)	\$2,000
B.1 Interior 3 D Renderings developed from the base model graphic views to suit the level of development shown in Exhibit A (per space/view)	\$2,500
C.1 Exterior/Interior 3 D Fly-through video developed from the 3D Rendering graphic views described in items A.1, A.2 & B.1; must select items A.1, A.2 & B.1 for this option (Item B.1 multiplied by the number of interior spaces to be included in the fly-through video)	A1+ A.2 + (B.1 x # of Int. views) + \$2500 = TBD

Notes

- 1 All deliverables will be sent via email in PDF format unless otherwise requested
- 2 All Reimbursable Expenses will be billed at 1.1 x the cost
- 3 Client is to provide all base site plan information (maps, plans, images, GIS data, surveys) to use in the site analysis and development of the site plan options.
- 4 Proposal excludes photo-realistic renderings and/or animations, the level of graphic development for the final report will be consistent with Exhibit A - Base Graphics

Optional Services

Tours of existing local Recreation/community centers not noted in the workplan

Tours of existing Recreation centers in other locations TBD

Renderings and/or fly-through animations for marketing purposes, in accordance with the above-noted Optional Service Fees and Exhibit A representation of deliverable Level of Development

BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES AND REIMBURSABLE EXPENSES

(Effective 1 Jan 2024)

- A. Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates subject to annual review for escalation:

Designer I	\$ 115/ hour
Designer II	\$ 125/ hour
Designer III	\$ 140/ hour
Designer IV	\$ 145/ hour
Senior Designer	\$ 175/ hour
Administrative	\$ 140/ hour
Design Manager	\$ 155/ hour
Project Specialist	\$ 180/ hour
Project Manager	\$ 195/ hour
Principal I	\$ 190/ hour
Principal II	\$ 215/ hour
Senior Principal III	\$ 230/ hour
Partner	\$ 250/ hour

- B. Services of Professional Consultants are billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.

- C. In addition to compensation for time and the services of professional consultants, compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the following reimbursable expenses, which will be billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.:

1. Expense of transportation and living when traveling outside the Metropolitan Denver area in connection with the project. Use of private automobile shall be billed at sixty-two-and-a-half cents (\$0.67) per mile.
2. Long distance phone calls, deliveries and shipping, extraordinary mailing expenses and fees paid for securing approval of authorities.
3. Printing, plotting and other document reproduction, brochures, contract documents and other special presentation expenses (e.g. renderings, finish models).

- D. Other expenses that are directly attributable to a project shall not be billed unless prior approval is obtained from the Owner.

- E. Payment due Barker Rinker Seacat Architecture, P.C. shall bear interest at the rate of one and one-half percent (1.5%) per month, commencing sixty days after the date of billing.

#



“What I appreciate most about the BRS design team is they really do care about the people for whom they are designing.”

— KAREN CHARLES
AQUATIC SUPERVISOR, CITY OF LONGMONT, CO

FOLLOW US FOR MORE FUN @BRSARCHITECTURE

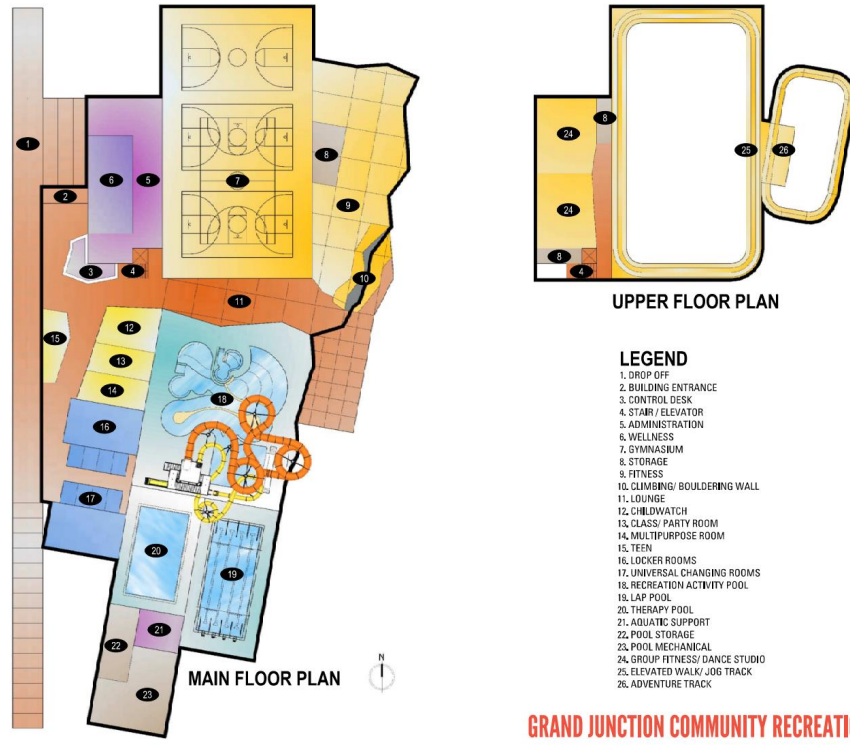
990 South Broadway, Suite 222 Denver, CO 80209

303.455.1366 brsarch.com

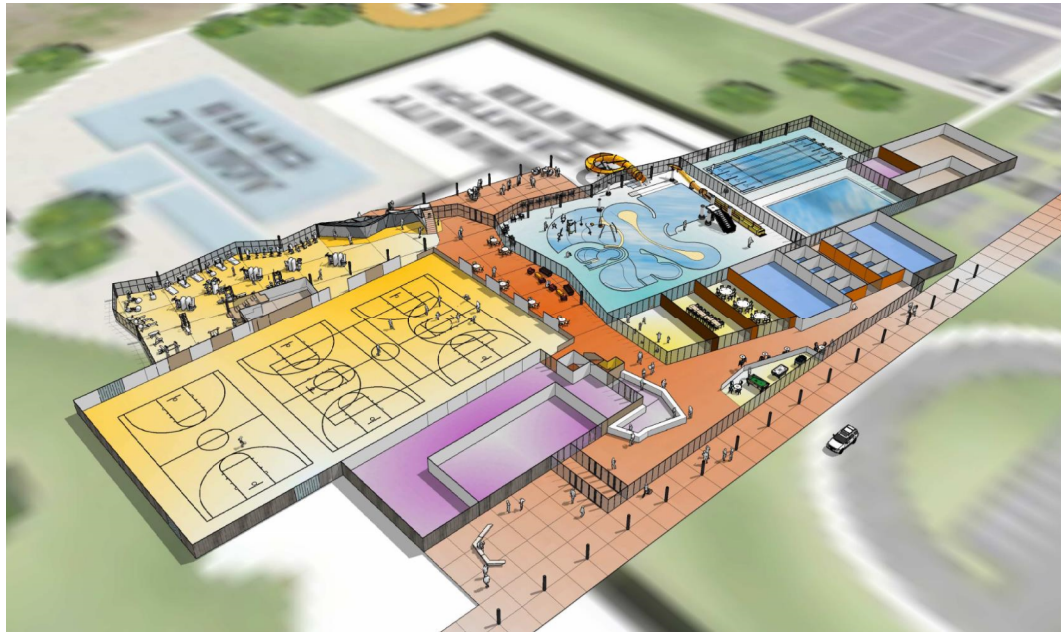


**BARKER
RINKER
SEACAT**
ARCHITECTURE

Exhibit A



Example of Base Graphics included.



Example of Base Graphics included.

DENVER
3457 RINGSBY COURT
UNIT 200
DENVER, CO 80216

DALLAS
129 S. MAIN ST.
UNIT 230
GRAPEVINE, TX 76051

CONTACT
303.455.1366
WWW.BRSARCH.COM

Exhibit A



Example of Conceptual Exterior Rendering (Style A)
Additional Service item A



Example of Conceptual Exterior Rendering (Style B)
Additional Service item A

Exhibit A



Example of Conceptual Interior Rendering (Style A)
Additional Service item B



Example of Conceptual Interior Rendering (Style B)
Additional Service item B

Exhibit A

Links to 3D Fly-through Videos

<https://www.youtube.com/watch?v=dJqZyMRE7Gk&t=3s>

<https://www.youtube.com/watch?v=Rm12371HRm4>

<https://www.youtube.com/watch?v=b4pVU3DUBDo>

Exhibit B

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

- A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.
- B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)