

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
Miller/Stauffer Architects-Team McEuen
for
McEuen Park Improvements

THIS Agreement, made and entered into this 6th day of March, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **MILLER STAUFFER ARCHITECTS**, a consulting firm that will lead a group of consultants also known as "**TEAM MCEUEN**." Miller/Stauffer Architects will be the prime contact throughout the duration of this agreement. Team McEuen is comprised of Bernardo Wills Architects, Welch Comer Engineers and other specialty consultants that may be required to assist Team McEuen. Each of the firms on Team McEuen and lead by Miller/Stauffer Architects are corporations duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 601 E. Front Street, Suite 201, Coeur d'Alene, ID 83814 Miller/Stauffer Architects will hereinafter be referred to as "Consultant."

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Miller/Stauffer Architects.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his/her authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**.
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed in conjunction with the schedule presented in Exhibit B. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the following Lump Sums:

Tasks 1-5 (Design, SWPPP, Project Management, Right of Way, Permitting and Environmental Documents)	\$1,371,847
Task 6 Bidding Phase Services	\$ 15,000
Task 7 Construction Phase Service	\$ 569,270
Task 8 Additional Bid Package and Bidding Phase Services	\$ 6,500
TOTAL	\$1,962,617

B. The Consultant will submit invoices to the City indicating the percentage of fixed fee billed for each Task based on predetermined milestones, established at the project kickoff meeting, achieved during the invoice period.

Additional Services shall only be authorized by the City in a written agreement with Consultant that shall include additional scope of work, fee and schedule.

C. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are

treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to

be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the City of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever, where coverage applies under Consultants General Liability Insurance.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$1,000,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of one-million dollars (\$1,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

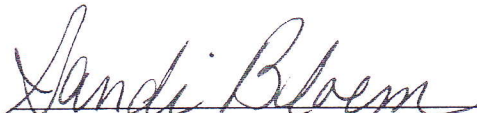
SECTION 26 - Dispute Resolution

Mediation. CITY and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator selected jointly by City and Consultant.

If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

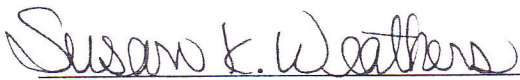

Sandi Bloem, Mayor

MILLER STAUFFER ARCHITECTS, INC.

By 

Its RICHARD STAUFFER, PARTNER

ATTEST:


Susan K. Weathers, City Clerk

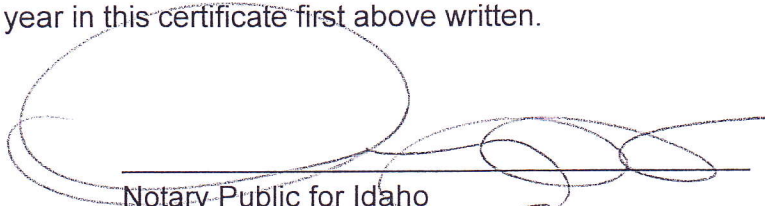
ATTEST:

Name/Title

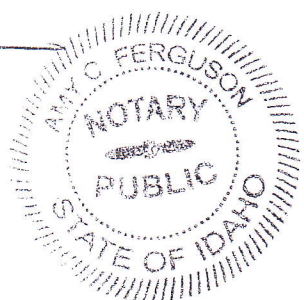
STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12th day of March, 2012, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



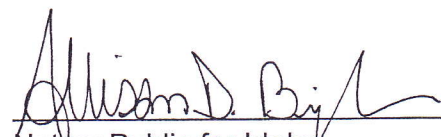
Notary Public for Idaho
Residing at Post Falls
My Commission expires: 10-30-15



STATE OF IDAHO)
) ss.
County of Kootenai)

On this 9th day of March, 2012, before me, a Notary Public, personally appeared Richard M. Stauffer, known to me to be the Principal Architect, of **Miller Stauffer Architects**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: 11-1-16

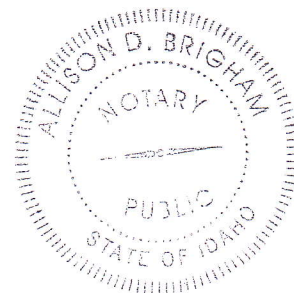


EXHIBIT A
Scope of Work for Professional Services
City of Coeur d'Alene, Idaho
McEuen Park

INTRODUCTION

Miller Stauffer Architects (hereafter Consultant) will prepare construct documents (Plans and Specifications) for the following Park elements (hereafter referenced as Phase 1):

1. Mass Site Grading and Utilities
2. Front Ave. Roadway Improvements 3rd to 7th
3. Phase 1 Pavilion (Restrooms, Utility Demark, Park Dept. Support)
4. Front Avenue Parking Structure Located Below Front Avenue and South of Front Ave.
5. 3rd Street Boat Launch Transition and Sea Wall Enhancements
6. Grand Plaza and Waterfront Promenade with Additive Alternates
7. Centennial Trail from 8th Street to 3rd Avenue
8. Phase 1 Veterans Memorial
9. Children's Play Area,
10. Splash Pad
11. East Parking Lot

Project Tasks SCOpe of work

The following sections provide a detailed scope of work for each task.

Task 1 Phase 1 Design Development, Final Design and Construction Documents

A. For the Park elements listed in Section 1, Consultant shall:

1. Prepare Design Development and Final Design documents consisting of final design criteria, drawings, outline specifications, and written descriptions of the Project.
2. Advise City if additional reports, data, information, or services are necessary and assist City in obtaining such reports, data, information, or services.
3. Based on the information contained in the Design Development documents, prepare a revised opinion of probable Construction Cost, and assist City in collating the various cost categories, which comprise Total Project Costs.
4. Provide Sketch Up Renderings of structures.
5. Furnish 10 review copies of the Design Development documents to City and review them with City. City shall submit to Consultant any comments regarding the Design Development documents and any other deliverables. City staff plan review comments will be consolidated into a single plan review set for Consultant
6. Revise the Design Development documents (within the description of this scope of the work) in response to City's comments, as appropriate, and furnish to City 10 copies of the revised Final Design documents, revised opinion of probable Construction Cost, and any other deliverables.
7. Prepare final Construction Documents (Drawings and Specifications) indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
8. Provide technical criteria, written descriptions, and design data for City's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist City in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

9. Advise City of any adjustments to the opinion of probable Construction Cost known to Consultant based on Final Construction Documents.
10. Prepare and furnish bidding documents for review by City, its legal counsel, and other advisors, and assist City in the preparation of other related documents. Consultant will utilize City of Coeur d'Alene Standard "Front End" documents.
11. Revise the bidding documents in accordance with comments and instructions from the City, within this scope of work, and submit three final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables after receipt of City's comments and instructions. City staff plan review comments will be consolidated into a single plan review set for Consultant
12. Consultant's services under the Design Phase will be considered complete on the date when the bidding documents have been delivered to City.
13. In the event that the Work designed or specified by Consultant is to be performed or furnished under more than one prime contract, or if Consultant's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), City and Consultant shall, prior to commencement of the Design Phase, develop a schedule for performance of Consultant's services during the Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. The number of prime contracts for Work designed or specified by Consultant upon which Consultant's compensation has been established under this Agreement is one. If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

B. Task 1 Services will be completed for the followings project elements as detailed in the following scope of work:

1. Mass Grading/Site Utilities

- i. Flood Plain/Way research – research limitations on earth work changes with respect to FEMA flood plain issues. It is assumed minor changes to existing elevations within the Park will be acceptable and no special studies or FEMA variances are included in this scope of work.
- ii. Design Development and Mass Grading Design – establish overall graded character of the site and develop preliminary grades for entire site. Four grading iterations will be prepared; Preliminary, Revision 1, Revision 2 and Final Grading. Grading will establish rough elevations for all of the open space within the Park. Grading of specific amenities is addressed in subsequent sections. Design and grading will utilize geotechnical information developed from Exhibit A-2 Scope of Services.
- iii. Potable Water
 - A. Distribution Line – Provide design for a new water main within the Park area, extended from the existing City water system. The purpose of the main will be to serve future irrigation, potable and fire suppression needs and the Future Freedom Fountain within the Park. Waterline plans will be reviewed and approved through the City QLPE process. Necessary City staff will attend a regularly scheduled monthly design review meeting to review preliminary and final water designs. City staff will consolidate their plan review comments into a single plan review set for Consultant.
 - B. Services – Provide potable water services to each of the following:
 - a. Future Freedom Fountain
 - b. Future Harbor House
 - c. Grand Plaza
 - d. Lake Front Promenade
 - e. Pavilion
 - f. Future East, Pavilion and Front Avenue Restrooms
 - g. Future Stage Area
 - h. Play Area
 - i. Spray Pad
 - j. Up to 3 additional Designated Drinking Fountain Locations
- iv. Irrigation Intake
 - A. Size irrigation service.
 - B. Coordinate with City staff on appropriate location of irrigation intake structure.

- C. Design surface water intake structure and associated protective screening which will serve the entire Park and Front Avenue irrigation system.
 - D. Electrical systems for irrigation intake will be performance specified to conform with applicable electrical codes.
 - v. Sanitary Sewer
 - A. Sewer Interceptor – Design service and manhole access to the City’s existing Sanitary Sewer interceptor. Wastewater plans will be reviewed and approved through the City QLPE process. Necessary City staff will attend a regularly scheduled monthly design review meeting to review preliminary and final sewer designs. City staff will consolidate plan review comments into a single plan review set for Consultant.
 - B. Services – Provide sanitary sewer services to each of the following:
 - a. Parking Facility for interior drainage as required by City Code
 - b. East Pavilion, Main Pavilion, Front and Harbor House Restrooms
 - c. Spray Pad
 - vi. Electrical Distribution
 - A. Complete Electrical Design as outlined in Exhibit A-2
- 2. 3rd Street Boat Launch Transition and Seawall Enhancements
 - i. Design interface and transition of existing or reduced lane 3rd Street Launch with the 3rd Street approach, Centennial Trail & New Parking Facility Approach, and Grand Plaza.
 - ii. Identify dock relocation, if necessary, to be completed by City.
 - iii. Develop Seawall aesthetic enhancements.
 - iv. Lighting: Select lighting elements and locations and complete electrical system design as outlined in Exhibit A-2
- 3. Grand Plaza & Waterfront Promenade

Provide the following services for a base bid scope of work to accommodate the City’s existing budget and for Additive Bid Alternates to further development of the Grand Plaza & Waterfront Promenade east of the existing sea wall.

 - i. Design vehicle and pedestrian improvements.
 - ii. Refine and develop overall space character based on Conceptual Master Plan.
 - iii. Sidewalk/Open Area – Design sidewalk and other hardscape amenities consistent with designs developed during the Conceptual Master Plan phase of the project including furniture, signage, wayfinding, surfacing, coloring, and banners.
 - iv. Design accessible routes in accordance with ADA requirements.
 - v. Stormwater – Design stormwater collection system to discharge into the City’s underground stormwater system. It is assumed no treatment prior to discharging is necessary.
 - vi. Emergency Access – Design routing for emergency vehicles.
 - vii. Electrical: Select lighting elements and locations and complete electrical system design as outlined in Exhibit A-2
- 4. Centennial Trail
 - i. Alignment – Design horizontal and vertical alignments. Alignment will generally follow the path established during the Conceptual Master Plan Phase. Alignments will be designed in accordance with applicable standards for pedestrian and bicycle facilities. A preliminary alignment will be prepared for City review and comment and then a final alignment will be prepared. Multiple alignment options are not part of this scope of work.
 - ii. Typical Section
 - A. Provide trail typical section with two lanes with a center median/landscape area. The two lanes will be delineated appropriately for pedestrians and bicycles. Lane widths will be designed in accordance with applicable standards.
 - B. Coordinate with geotechnical engineer to establish approach pathway material types and thicknesses.
 - iii. ADA Compliance – design Centennial Trail to be in accordance with ADA requirements.
 - iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation designs between the two lanes of the trail.
 - v. Stormwater – Provide design for conveyance and collection of stormwater from the trail. It is assumed treatment for this stormwater is not required.

- vi. Access Control – To improve safety, establish distinct points of access from the Park to the Centennial Trail. Design interface with other walking paths and parking areas.
5. Veterans Memorial-Phase 1
- i. Conduct one meeting with local Veterans for Foreign Wars (VFW) to create appropriate memorial for daily and commemorative uses and activities.
 - ii. Hardscape Design – Develop design for existing monument relocation and seven flag court. Identify area for future expansion of veterans memorial when funding permits.
 - iii. ADA Compliance – design Veterans Memorial in accordance with ADA requirements.
 - iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation design.
 - v. Stormwater – Provide design for conveyance and collection of stormwater from the memorial. It is assumed treatment for this stormwater is not required.
6. Play Area
- i. Develop play area theme, select play area structures, or custom design structures, as determined appropriate, by Consultant, with input from City staff. Identify suitable play structure vendors and select equipment and develop site plan layout and equipment specifications.
 - ii. Provide rough and finished grading design for site including elevations and approximate play area boundaries.
 - iii. ADA Compliance – design Play Area in accordance with ADA requirements.
 - iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation design.
 - v. Provide designs for stormwater collection and discharge to existing City system or to grassed infiltration areas.
7. Splash Pad
- i. Develop splash pad theme, select splash pad elements, or custom design elements, as determined appropriate, by Consultant; with input from City staff. Identify suitable vendors and select equipment. Develop site plan layout and integrate splash pad with Play Area.
 - ii. Provide rough and finished grading design for site including elevations and splash pad boundaries.
 - iii. ADA Compliance – design Play Area in accordance with ADA requirements.
 - iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation design.
 - v. Provide designs for stormwater collection and discharge to existing City system or to grassed
8. Front Avenue Improvements
- i. Design Horizontal and vertical street and sidewalk alignments,
 - ii. Intersection Design - Provide preliminary design for the newly configured intersection of Front Avenue and Third Street. Based on recommendations from the Traffic Study, design the intersection to function as a possible four way stop. No traffic signal is anticipated at this intersection and no signal design is included in this scope of work.
 - iii. Geotechnical Coordination - Coordinate with geotechnical subconsultant on appropriate roadway section based on Geotechnical Services in Exhibit A-1.
 - iv. Typical Section - Design typical section to include sidewalk, diagonal parking two-way traffic, bike lane, pedestrian lane, and entrance into large promenade area. Develop promenade typical cross sections. Coordinate street sections with parking facility cross sections.
 - v. Street Crossings – Design locations of the pedestrian street crossings.
 - vi. Stormwater Collection – Provide design to collect and convey stormwater. It is assumed stormwater will be collected in catch basins, conveyed in underground piping, and connect into the City's existing system. Integrate City's 3rd Street Stormwater improvement design.
 - vii. Lighting – Select street and pedestrian lighting poles and fixtures, locate receptacles and develop performance electrical specifications as described in Exhibit A-2..
 - viii. Landscape-develop planting, hardscape & irrigation designs,
 - ix. Access Control – Part of redesigning Front Street will require some approaches to be removed. City will coordinate with business owners to determine approach closures and re-locations.
 - x. Waterline – Relocate/replace existing waterline to the north edge of the existing Front Avenue Right of Way. Waterline will be placed just outside the envelope of the parking structure. Design will tie into City's existing system and include all necessary services and appurtenances. Waterline plans will be reviewed and approved through the City QLPE process. City water department staff will

- attend a regularly scheduled monthly design review meeting to review preliminary and final water designs
- xi. Signing & Pavement Markings Plan – Develop preliminary signing and pavement marking plan in accordance with the latest MUTCD requirements.
- xii. Develop Wayfinding system.
- xiii. Promenade – Develop designs for the following Promenade attributes:
 - A. Streetscape designs including colored sidewalk paving patterns.
 - B. Street furniture and trash receptacles to compliment other streetscape elements.
 - C. Planter plan and irrigation to support trees, shrubs and groundcovers.
 - D. Drainage – design hardscape and landscape drainage in association with the parking structure.
 - E. Railings and guardrails at southern edge of Promenade.
 - F. Coordinate street crossings and pavement surfaces at pedestrian crossings.
 - G. Lighting - Coordinate with lighting designer to locate street and pedestrian lighting poles, receptacles, wiring, and power supplies.

9. Phase 1 Pavilion (Core Area)

- i. Site Development & Design
 - A. Develop water, sewer, and electrical utility requirements.
 - B. Develop vehicle and pedestrian circulation.
 - C. Provide accessibility in accordance with ADA requirements.
 - D. Coordinate with adjacent improvements.
 - E. Develop wayfinding system.
 - F. Develop adjacent pedestrian and site lighting.
- ii. Pavilion
 - A. Develop schematic plan and elevations of fully developed structure.
 - B. Develop schematic design of pavilion systems.
- iii. Pavilion Construction Documents – Core Area Only
 - A. Provide design development and detailing of core area (toilets, picnic shelter, storage, electrical room, and concessions).
- iv. Pavilion Electronic Model
 - A. Develop thirty second fully rendered sketch up “fly by” model to support planning and fundraising efforts.

10. Front Avenue Parking Facility

- i. Design Development & Final Design
 - A. Plans for horizontal and vertical layout, and cross sections.
 - B. Vehicle & Pedestrian circulation.
 - C. Provide accessibility in accordance with ADA requirements.
 - D. Coordinate with adjacent improvements.
 - E. Develop Wayfinding system.
- ii. Parking Garage Access Roads
 - A. Alignment - Provide horizontal and vertical designs for access roadways linking Front Avenue to the parking garage structure and 3rd Street Launch. Turning radii will be designed to accommodate a “design vehicle” to be determined with City concurrence.
 - B. Typical Section – Design typical section to appropriately accommodate the expected traffic and size of vehicles.
 - C. Geotechnical Coordination - Coordinate closely with geotechnical subconsultant on appropriate roadway section.
 - D. Provide roadway barrier protection (guardrail) as appropriate to mitigate steep side slope grades or retaining walls.
- iii. Parking Structure-provide geotechnical services outlined in Exhibit A-1, architectural, structural, HVAC, plumbing and electrical design as detailed in Exhibit A-2.
- iv. Planting – Coordinate opportunities for large-scale plantings as an integrated element of the structure.
- v. Elevators & Walkways – Design underground access to the parking garage. Accesses will be stairs and a maximum of two elevators.
- vi. Identify Parking Ticket Vendor system and work with City staff to integrate into contract documents.

11. East Parking Lot

- i. Design Development Parking Lot Layout – establish overall parking lot layout and traffic circulation and develop preliminary grades to accommodate grade changes between City Hall, Young Avenue and 8th Street. Identify location and size of required retaining walls, if any. Retaining walls will be performance specified. Two grading iterations will be prepared; Preliminary and Final Grading.
- ii. Based on Conceptual Master Plan, prepare final design for parking lot layout, drainage and typical parking lot section, based on Geotechnical report.
- iii. Prepare stormwater management plan and parking lot landscape design in accordance with City code.
- iv. Develop parking lot lighting layout and provide electrical engineer services as detailed in Exhibit A-2.

12. General Construction Requirements

- i. Demolition Plan – Provide demolition plan consistent with planned construction phasing and traffic control plan. Plan will be designed to minimize disruption to businesses and traffic where possible.
- ii. Traffic Control Plan – Prepare a performance specification for contractor provided traffic control plan that will provide for traffic control standards, timing and maintenance
- iii. Construction Phasing Plan – Develop construction phasing plan consistent with budgetary constraints and overall phasing plan of the City.

Task 2 Stormwater Pollution Prevention Plan

For the Park elements listed under this scope, Consultant shall:

1. Background Information

- i. McEuen is a large, likely multi-phased project. Because the project will disturb more than one (1) acre and because the site has the potential to drain to Waters of the US (Lake Coeur d'Alene), the project will require authorization to discharge stormwater under the current 2009 Construction General Permit (CGP) regulated by the Environmental Protection Agency (EPA). As a condition of this permit, a Stormwater Pollution Prevention Plan (SWPPP) will be developed that details soil conditions, topography, construction timeline, typical weather conditions, construction phasing, staging of materials and equipment, methods to control erosion and sedimentation (called Best Management Practices or BMPs), record keeping, training, testing, and any other conditions of the CGP. The project will likely be constructed in phases; however, the EPA expects that even smaller portions of the project that may disturb less than one (1) acre individually need authorization to discharge under the CGP and need SWPPPs because they are a part of the larger plan.

2. Draft Stormwater Pollution Prevention Plan Narrative

- i. Consultant will draft SWPPP for inclusion in the one bid set.
- ii. Once the contracts are awarded, the Contractors will finalize and make small amendments to the SWPPPs that are specific to their specific plans for staging, phasing, other alternatives for BMPs, as well as, listing staff trained in Erosion and Sediment Control. The draft SWPPPs are based on the EPA template for Unauthorized States and the elements include:
 - A. Site Evaluation, Assessment, and Planning
 - a. Project and Site information including a vicinity map and longitude/latitude
 - b. Owner contact information and Responsible Party Definitions including utility companies that will be doing work outside of the construction contract
 - c. Nature and Sequence of the Construction Activity including expected start, substantial completion, and expected final stabilization dates.
 - d. Soils, Climate, Slopes, Drainage Patterns, and Vegetation, including:
 1. Type of underlying soils and characteristics of those soils (permeability, potential for erosion, runoff speed, and potential for dust.
 2. Typical temperatures and precipitation during the construction timeline.
 3. Description of the type of existing vegetation both in the construction area and adjacent vegetation that could potentially aid in sediment control.
 - e. Construction Site Estimates, including the total project area, area disturbed, percentages impervious before and after construction, and runoff coefficients before

and after construction. It's expected that these numbers will be quantified for both the entire project area and Phase 1.

- f. Description of the Lake Coeur d'Alene, including:
 - 1. The beneficial uses of the lake with respect to Idaho Code and Water Quality Standards to protect those beneficial uses.
 - 2. Description of the existing storm sewer system collecting existing site drainage, as well as, passing through the project site.
 - 3. Requirements for testing for turbidity (and potentially pH) in stormwater runoff leaving the site.
- g. Description of Site Features and Sensitive Areas to be Protected
 - 1. Detail methods to protect the lake and Tubbs Hill, and any other identified site features that have the potential to be disturbed during construction.
- h. Potential Sources of Pollution
 - 1. Detail stormwater and non-stormwater sources of pollution, including grading operations, soil stockpiling, roadway and utility trench excavation, landscaping, and material/chemical pollutants from asphalt (oil/petroleum), concrete (sand/pH), hydraulic oils or fluids from equipment, gasoline or diesel fuel from equipment, sanitary toilets, fire hydrant and waterline flushing, dust control, uncontaminated groundwater, and irrigation.
- i. Authority to Discharge under the CGP, places the project under the Federal Nexus. Therefore, Endangered Species and Historic Properties reviews are necessary. Work includes:
 - 1. Review the current species list;
 - 2. Contact local US Fish and Wildlife Services (US FWS) for a consultation;
 - 3. Because the project does not have federal funds, it is anticipated that a Biological Evaluation will not be necessary as is not included in this scope of work.
 - 4. Detail BMPs and construction practices that will minimize adverse effects to Endangered or Listed Species, or Critical Habitat.
 - 5. The CGP has several criterion related to the endangered species review and the level of consultation or evaluation required. The applicable criterion will be selected and detailed in the SWPPP depending on the level of effort the USFWS requires.
 - 6. The National Register of Historic Places will be searched to determine if historic properties are located on or within the project.
- B. Erosion and Sediment Control Best Management Practices (BMPs)
 - a. Detail BMPs to control erosion and sedimentation during construction, including a description, installation schedule, maintenance and inspection requirements, and responsible staff. BMPs will be selected from the Idaho Department of Environmental Quality "Catalog of Best Management Practices", the Idaho Transportation Department "Erosion and Sediment Control – Best Management Practices Manual", and potentially others developed by Consultant.
 - b. BMPs include, but are not limited to: limiting disturbance and impact to existing vegetation, phasing, controlling or bypassing offsite stormwater, temporarily or permanently stabilize soils, controlling dust, protecting exposed cut slopes from erosion, protecting existing stormwater inlets, perimeter controls and other methods such as settling basins to retain sediment onsite, and methods to minimize equipment tracking of sediment offsite.
- C. Good Housekeeping BMPs
 - a. Detail methods to control waste such as garbage, chemical or hazardous waste storage, material staging areas, concrete washout areas, equipment fueling, maintenance, or washing.
- D. Inspections
 - a. Detail the requirements for inspecting the site as required by the CGP, including: schedule, qualified personnel, testing required, and logs that must be maintained.

3. Draft Erosion and Sediment Control (ESC) Plan Sheets

- i. Prepare draft ESC Plan Sheets for one bid set that depict: before and after site topography; locations and types of erosion and sediment control BMPs; locations and types of Good Housekeeping BMPs; overland flow patterns; existing and proposed storm sewer system infrastructure, flow directions, and outfalls, Waters of the US, construction limits, and phasing. Like the draft SWPPP, the Contractor will be responsible for finalizing the draft ESC plan sheets depending on the actual phasing and any

modifications to the selection or location of selected BMPs. The draft ESC plan sheets are necessary so that the City can define a minimum level of effort and the Contractor can better define his risk in bidding the project.

4. Water Quality Certification

- i. Because the Park will require US Corps of Engineers (ACOE) and Idaho Department of Lands (IDL) permits, Water Quality Certifications, a Idaho Department of Environmental Quality (IDEQ) will also be required.
- ii. Consultant will present the SWPPPs and ESC plans to the IDEQ representative, answer questions, provide information, and modify the SWPPP or ESC plans, as necessary, to obtain the Water Quality Certification.

Task 3 Phase 1 Project Management

For the Park elements listed under this scope, Consultant shall provide:

1. General Administration:

- i. This will consist of the daily management of the project and involve administrative tasks of a general nature that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, monitoring project budget, and general project team coordination.

2. Billing Coordination:

- i. At the end of each month the Consultant will generate a monthly invoice.
 - A. The Consultant's Project Manager will review all labor hours, labor descriptors, expenses, budgets, profits, and multipliers for accuracy.
 - B. The Consultant's Project Manager will indicate percentage of fixed fee to be billed based on predetermined milestones, established at the project kickoff meeting, achieved during the month.
 - C. The Consultant will submit invoices each month to the City.

3. Subconsultant Billing Coordination:

- i. The Consultant will coordinate billing with each subconsultant throughout the contract. Subconsultant payments will be included in the Consultant's billing. The Consultant will review subconsultant invoice for accuracy and conformity to the subconsultant scope of work and overall contract.

4. Schedule Control:

- i. A Critical Path schedule will be developed for the project. The Critical Path schedule will identify anticipated City of Coeur d'Alene Departments' Review Milestones. During the course of design, the schedule is expected to change and will be updated and modified as needed. The purpose of the updates will be to keep key individuals updated as to the project status. The project schedule will be developed and maintained using Microsoft Project.

5. Budget Control

- i. On an as needed basis, but not less than monthly, the budget for each task will be monitored, compared with the schedule, and communicated to the Consultant.

6. Kickoff meeting:

- i. Upon receiving Notice to Proceed, the Consultant will facilitate a kickoff meeting. The purpose of the kickoff meeting will be to:
 - A. Thoroughly discuss contract issues such as invoicing, project schedule, milestones, etc.
 - B. Ensure that all parties understand roles & responsibilities.
 - C. Discuss any important technical issues that should be discussed early.

7. Internal Team Coordination:
 - i. This project will likely have several design tasks being completed simultaneously; therefore, close coordination will be required. On an as needed basis (not less than weekly), internal team meetings will be held to disperse information and coordinate related tasks.
8. Client Design Review and Coordination:
 - i. Conduct monthly meeting with City's representatives and invited meeting attendees to review project progress, receive City input, and review proposed next steps. Other meetings with the City or groups will be billed as an additional service. Necessary City staff will attend the design reviews to facilitate design decisions for water, sewer, roadway, stormwater and parks infrastructure. City staff will consolidate plan review comments into a single plan review set for Consultant's use.

Task 4 Right of Way Evaluation

1. Monument Search:

Utilizing project control established during the course of the topographic survey Consultant will conduct a monument search including but not limited to pertinent section corners, lot corner, street intersections and other miscellaneous monuments.
2. Data Reduction:

The monument information will be processed utilizing the appropriate office software. All survey data will undergo a strict quality control review, including but not limited to, instrument heights, rod heights, backsight orientation, field codes and field notes.
3. Base Mapping:

Prepare electronic base maps using field survey data. Right of Way and Property lines: This portion of the base map will include all of the survey data obtained during the existing monument search. Based on a combination of the monuments, and the records research, Consultant will determine the right of way of the adjacent roadways and pertinent lot lines. At this time, only the external boundary of the property will be shown, no internal property lines will be determined. This shall in no way be construed as an actual boundary survey, its main focus is to establish the approximate right of way and establish a baseline for which to guide the engineering design and an actual boundary survey. No new monuments will be set as part of this survey.

Task 5 Permitting and Environmental Services Assistance

The project will require various building, environmental permits along with evaluation for compliance with City Ordinances. Due to the nature of the Park design, there will likely be a number of building permit variance requests and potential ordinance variance request. This task provides for this scope of work:

1. Building Code/Permit Evaluation
 - i. Preliminary meetings with City officials to evaluate preliminary designs and complete a preliminary code analysis. Developing justifications, similar jurisdiction case studies to support code variances. Prepare Code variance applications and attend two meetings. Prepare building permits applications.
2. Ordinance Review/Evaluations
 - i. City staff will review City Ordinances (e.g. stormwater, lighting, sound) to determine potential ordinance impact on Park design. City staff will inform Consultant of design limitations and if necessary, City staff will develop justification for variance requests. Ordinance variances that are required from directed design features, will be completed by City staff. Consultant will conduct three meetings or public hearings.
3. Permitting: US Corps of Engineers & Idaho Department of Lands
 - i. Background Information
 - A. The proposed improvements of McEuen Park will likely both require permits from the Army Corps of Engineers (ACOE) and the Idaho Department of Lands (IDL). The ACOE has jurisdiction over navigable waters and the IDL has jurisdiction over lakes and lakeshore.
 - ii. Pre-Application Conferences
 - A. Conduct pre-application conference with the ACOE and IDL at the McEuen Park site.

- B. At these meetings, Consultant will present the project scope to the ACOE and IDL and get a determination from them on the mitigation required, timelines, and their other requirements to obtain permits to complete the work.
- iii. Joint Application
 - A. Once the preliminary design on the project is complete enough to prepare the "Joint Application for Permits", the application will be prepared and submitted to the ACOE, who will forward to the IDL. The ACOE will also contact the Idaho Department of Environmental Quality to initiate the Water Quality Certification process. The City is responsible for all State and Federal permit application fees.
 - B. Provide the following for the Joint Application for Permit:
 - a. Vicinity Map;
 - b. Preliminary design plan views;
 - c. Preliminary design cross sections;
 - d. Estimate the type and quantity of material to be discharged below the Ordinary High Water Mark;
 - e. Determine if the projects are in a mapped floodway.
- iv. Coordination with ACOE and IDL
 - A. After the permit is submitted, Consultant will coordinate with the ACOE and IDL to provide additional or more detailed information and gain understanding of their compensatory or mitigation requirements.
- v. Public Hearing
 - A. No public hearing is included in this scope of work.
- vi. Water Quality Certification
 - A. Consultant will coordinate with IDEQ to obtain a Water Quality Certification. IDEQ will need to review and comment on the draft SWPPPs prepared for each project.
 - B. The draft SWPPPs will be revised based on the IDEQ comments.
 - C. Other information that must be conveyed to IDEQ to receive the Water Quality Certification include:
 - a. Information on the collection, conveyance, and treatment of site stormwater.
 - b. Information on the changes of impervious area or time of concentration of stormwater on the project sites and compensation (such as retention basins) to mitigate those changes.
- vii. Compliance
 - A. Once permits are issued, there will likely be requirements for compliance with the permit, including:
 - a. Construction windows;
 - b. Compensatory mitigation; and
 - c. Best Management Practices.
 - B. Consultant will write the specifications for each project to include the requirements as detailed in the permit.
- viii. Design of compensatory mitigation is not part of this scope of work.
- ix. A Biological Assessment is not part of this scope of work.

Task 6 Bidding Phase Services

- A. After acceptance by City of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by City to proceed, Consultant and City shall compete the following:
 1. City will advertise and obtain bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Consultant will prepare addenda as appropriate to clarify, correct, or change the bidding documents, City will issue addenda and maintain a record.

3. Consultant will provide information or assistance needed by City in the course of any negotiations with prospective contractors.
 4. Consultant will consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Consultant shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
 6. Consultant will attend the Bid opening, prepare Bid tabulation sheets, and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. The City will prepare copies of the contract documents for bidders, distribute documents and maintain a record of distributed documents.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. The bidding scope of work is based on bidding one prime contract.

Task 7 Construction Phases Services

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from City, Consultant shall:
1. *General Administration of Construction Contract:* Consult with City and act as City's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned in the Construction Contract shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, which shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. This scope of services is based on a 52 week construction period. Time beyond the 52 week construction period will be invoiced as an additional service.
 2. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 3. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 4. *Baselines and Benchmarks:* As appropriate, establish baselines, benchmarks and offsets for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
 5. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress (one RPR is included in this project scope for a 48 week construction period additional RPR's and time beyond the 48 week construction period will be invoiced as an additional service):
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.

- ii. The purpose of Consultant's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
6. *Defective Work*: Reject Work if, on the basis of Consultant's observations, Consultant believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
7. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Consultant may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
8. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to City, as appropriate, and prepare change orders and work change directives as required.
9. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
10. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
11. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
12. *Disagreements between City and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by City or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. *Applications for Payment*: Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with

the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's Work. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- ii. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.
14. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of City, Consultant considers the Work substantially complete, Consultant shall deliver a certificate of Substantial Completion to City and Contractor.
 15. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Consultant's knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement.

Task 8 Additional Bid Package and Bidding Phase Services

- A. The Parks Director may determine that an additional bid package is desired in order to construct certain park elements (e.g. east parking lot and portions of grand plaza and 3rd Street Launch transition) in order to provide parking while other park elements are constructed.
 1. Upon authorization of Parks Director, Consultant will prepare an one additional bid package for constructing park elements, described above. Consultant will provide additional bidding phase services as described in Task 6.

Additional Services

- A. Services not specifically included in this scope of work are considered out of scope services. Additionally, the City may desire Consultant to complete additional services. If the Consultant is aware of potential or additional services, Consultant will identify services and provide the City with a written summary of the nature of the out of scope service and estimate cost to complete the service. If the City elects to authorize Consultant to complete the services, the City will provide written authorization.

Exhibit A-1
Geotechnical Scope of Work



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

February 29, 2012

Miller Stauffer Architects
601 Front Avenue, Suite 201
Coeur d'Alene, Idaho 83814

Attention: Richard Stauffer, AIA, Principal

Subject: Revised Proposal
Geotechnical Engineering Evaluation
Scope of Services
Proposed McEuen Park Improvements
Coeur d'Alene, Idaho
File No. 8356-005-00

INTRODUCTION AND PROJECT UNDERSTANDING

We are pleased to present herein our revised proposal for a geotechnical engineering evaluation in support of design of improvements to McEuen Park in Coeur d'Alene, Idaho. Our understanding of the project was developed during discussions with representatives of DCI Engineers and Welch Comer. Proposals for our geotechnical services at the proposed Relocated Boat Launch and Regional Baseball Stadium were presented under separate cover in 2011.

We understand that master planning for Park improvements is essentially complete and there are three primary components of the plan, improvements for which will be implemented as funding becomes available. The existing McEuen Park will be reconfigured to add several amenities in conjunction with relocation of some existing facilities to other locations. Primary elements of the McEuen Park Phase 1 reconfiguration include, but are not limited to:

- Mass site grading and utilities.
- Front Avenue improvements from North 3rd Street to North 7th Street.
- Phase 1 Pavilion (restrooms, offices).
- An at-grade and below-ground Parking Structure along Front Street, generally between North 3rd Street and North 6th Street, with about 462 parking spaces. Current conceptual plans call for one level of below-ground parking. The at-grade level will connect with the proposed Front Street Promenade and the Park Entry Feature. Maximum column loads for the Parking Structure could be on the order of 600 kips. The excavation required for construction of the Parking Structure will extend to depths on the order of about 12 to 14 feet below existing grades along Front Street.

- Park Entry Feature.
- Grand Plaza and Waterfront Promenade.
- Centennial Trail from 8th Street to 3rd Avenue.
- Veterans Memorial.
- Children's play area.
- Splash pad.
- East city parking lot.

We further understand that mass grading could include use of excess excavated soil elsewhere in the Park, including: on the order of 50,000 cubic yards of excess soil from the Parking Structure area; and a currently unknown volume of soil from cuts in the range of about 5 to 8 feet below existing grades in the vicinity of the Amphitheater. Such a balance could increase existing localized site grades around the Park by about 1 to 2 feet.

SCOPE OF SERVICES

The purpose of our geotechnical engineering evaluation will be to provide recommendations that may be used during design of the proposed improvements based on subsurface explorations, laboratory testing and engineering analyses. Our specific scope of services will include:

1. Meetings and discussions with the project team, as necessary, to develop a comprehensive understanding of the proposed project components, needs of the design team, schedule, constraints and opportunities.
2. Review of information in our files and the geologic literature for information at or near McEuen Park that might be pertinent to our evaluations.
3. Notification to the One-Call utility locating service to clear our proposed subsurface explorations relative to existing underground utilities. We will also subcontract a private underground utility locating service.
4. Exploration of soil and groundwater conditions underlying the proposed improvements at McEuen Park by a series of widely spaced, drilled borings. The borings will be completed using truck-mounted, hollow-stem auger drilling equipment. The number, general locations and approximate depths of the proposed borings are presented in the following tabulation:

General Location	Number of Borings	Approximate Depths (feet) Below Existing Grade
Phase 1 Pavilion	2	15
Parking Garage and Front Avenue Improvements	5 to 7	20 to 25
Grand Plaza and Waterfront Promenade	1	10
East City Parking Lot	2	5 to 10
Optional Exploration Sites	2 to 5	Varies

For estimating, we assume the exploration program will include about 250 to 300 lineal feet of drilling. Samples of soil encountered will be obtained at approximate 2.5- to 5-foot-depth intervals using a standard split-spoon sampler and California-style sampler. We also will obtain bulk samples of near-surface soil where borings will be situated in proposed parking areas. Each boring will be abandoned and backfilled in accordance with state of Idaho regulations upon completion. It should be noted that some disturbance to the existing lawn/park areas will occur in order to complete our explorations. We will try to limit disturbance to the extent possible.

5. Laboratory testing to assess pertinent physical and engineering characteristics of soil encountered relative to the proposed construction. Our testing program will include but not necessarily be limited to: direct shear strength tests; gradation analyses; California Bearing Ratio tests; Proctor laboratory compaction tests; and moisture content and dry density determinations. Laboratory tests will be completed in accordance with applicable American Society for Testing and Materials International (ASTM) standard procedures.
6. Recommendations for site preparation and fill placement including: criteria for clearing, stripping and grubbing; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill, if required; guidance for preparation of subgrade soil, which will support slab-on-grade concrete floors, flexible and rigid pavements and sidewalks; and criteria for structural fill placement and compaction.
7. Recommendations for allowable temporary cut slope, and permanent cut and fill slope inclinations.
8. Recommendations for design and construction of conventional shallow foundations including: allowable soil bearing pressures; minimum width and depth criteria; coefficient of friction and equivalent fluid densities for the passive earth pressure state of stress to estimate resistance to lateral loads; estimates of frost penetration, and estimates of foundation settlement. We also will provide recommendations for treatment of unsuitable soil that might be encountered during construction at proposed foundation grade.
9. Recommendations for design and construction of concrete slab-on-grade floors including: thickness, gradation and compaction criteria for an under-slab capillary moisture break layer; modulus of vertical subgrade reaction that may be used for thickness design of on-grade slabs; and guidance regarding the need for a moisture vapor barrier, and criteria for design and construction of such a barrier, if warranted.
10. Lateral earth pressure criteria for design of permanent subsurface and retaining walls, which will be part of the proposed Parking Garage. We will provide equivalent fluid densities for the active, at-rest and passive earth pressures states of stress, and apparent lateral earth pressure diagrams, as appropriate, based on the wall type and configuration.
11. Geotechnical seismic design criteria based on current versions of either the Uniform Building Code or International Building Code, as applicable.
12. An assessment of the erosion potential of on-site soils for use by the civil engineer during preparation of stormwater pollution prevention plans.
13. Recommendations for design and construction of asphalt concrete and portland cement concrete (PCC) pavements including: gradation, thickness and required degree of compaction for crushed rock base course layers; thickness and compaction criteria for hot mix asphalt concrete pavements; and

thickness criterion for PCC pavements. We also will provide recommendations for design and construction of brick pavers, sidewalks and other concrete flatwork.

14. Recommendations for design of stormwater management facilities. Our recommendations will be based on site-specific exploration, laboratory test results and discussions with the civil engineer regarding design stormwater volumes and flow rates. Our recommendations will include design criteria for swales and drywells.
15. A written report containing our findings, conclusions and recommendations.

The site exploration program will be coordinated by an experienced representative from our staff who will coordinate our on-site activities with the project design team and representatives of the City of Coeur d'Alene, as warranted, arrange clearance of proposed borings relative to existing underground utilities, obtain samples of soil encountered from the borings, and maintain a continuous log of each exploration. Upon completion of the site exploration program, soil acquired during drilling will be returned to our laboratory for selection of representative samples for testing. Results of our site exploration and laboratory testing programs will form the bases for engineering analyses, which will be used to formulate conclusions and recommendations commensurate with the scope of services described above.

CLOSURE

There are no intended third party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers. Client's oral authorization to initiate services shall be considered by both parties as formal acceptance of all the terms and conditions of this Agreement unless otherwise agreed to in writing by Client and GeoEngineers. This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

Exhibit A-2

Electrical Engineering Scope of Work



February 29, 2012

Team McEuen
C/O Welch Comer & Associates
350 E. Kathleen Avenue
Coeur d'Alene, ID 83815

Attention: Phil Boyd

Subject: City of Coeur d'Alene McEuen Field - Electrical Engineering Proposal Revision 5

Dear Team:

We appreciate this opportunity to offer our electrical engineering services. We propose to provide you with construction documents for a lump sum, fixed fee as shown in the attached fee estimate worksheet and as described below. For future bid and construction phase services we propose to work on an hourly time and expense basis upon your request.

This proposal is a revision to the prior proposals dated June 10, June 13, June 20, November 7, of 2011 and February 13, 2012. It is based upon phone conversations and email correspondence with Phil Boyd, at Welch Comer and Dick Stauffer, at Miller Stauffer Architects.

UNDERSTANDING OF PROJECT

Based on recent email correspondence of February 7 and February 29, 2012, we have revised our prior proposals as follows:

Deletions:

- Item 4 – Deleted 4th Street Work
- Item 5 – Deleted Front Ave. West, Sherman and 3rd Street
- Item 6 – Deleted Sea Wall and Steps
- Item 9 – Reduced scope of work to just include a limited amount of lighting for 7 flag poles and a small area lighting of the relocated bell.

Additions:

- Item 10 – Added child play area.
- Item 12 – Added Pavilion for small covered picnic area which will include two restrooms, and a mechanical room to contain the park irrigation controls, electrical and lighting controls.
- Item 13 – Added East parking lot.

We will utilize a performance specification for the electrical design for Phase I items listed below. This approach will reduce our initial engineering effort and fee, but may impact the project later on as the contractor completes the engineering during the construction phase. Based on this premise, we have revised the engineering scope and fee estimate to be for the development of performance based specifications for the following elements:

Performance Specification Design for Phase I items identified below: 2,3,7-10, 12, 13, 19

For the performance specification engineering fee, we have applied a multiplication factor as shown on the attached fee estimate work sheet. The typical factor utilized is 20%, except as shown for item number 2 (Front Avenue Parking), which we feel will require more preliminary engineering on our part due to its complexity, since it contains an underground parking structure.

Due to the large scale and overall "big-picture" nature of work required for item number 1 (Mass Grading/Site Utilities), it is our recommendation to perform this work as full Drawing and Specification Design, as per the initial proposal. Hence, the factor used is 100%.

Based on our discussion of June 7, 2011 with Dick Stauffer at the office of Miller Stauffer Architects and the conceptual design files (dated June 7, 2011) provided to us by Welch Comer, we understand the project to be the renovation of the existing McEuen Park/Field complex, located in downtown Coeur d'Alene Idaho. Our proposal is separated into elements to match categories or project elements contained in the conceptual design and the cost summary associated with the conceptual design. We understand each element to consist of the following electrical engineering effort:

Phase I

1. Mass Grading/Site Utilities
 - a. Coordinate with serving utilities to develop project master plan for power distribution systems and infrastructure.
 - b. Power distribution design (construction documents) to accommodate all of Phase I components which are listed below. System to include capacity for future phase II components.
 - c. Preliminary engineering and infrastructure provisions (raceway/vaults only, no conductors or power distribution equipment) for all future phase II components which are listed below.
 - d. Demolition of existing electrical service(s).
2. Front Avenue Parking
 - a. Below grade parking structure lighting and lighting control.
 - b. Includes possible mechanical ventilation for below grade parking.
 - c. Includes power design for one elevator, sump pumps, and convenience outlets.
3. Front Avenue Improvements and Promenade
 - a. Street and pedestrian lighting and lighting control for Front Street between Third Street and Sixth Street.
 - b. Includes festival tree receptacle power.
4. 4th Street - Deleted
5. Front Ave West, Sherman & 3rd Street - Deleted
6. Sea Wall & Steps - Deleted
7. Grand Plaza & Waterfront Promenade
 - a. Pedestrian lighting and light control near the west end of the project.
 - b. Includes festival tree receptacle power and accent lighting.
8. Centennial Trail
 - a. Pedestrian lighting and light control for a pedestrian/bicycle path from the northwest to the east side of the project.
9. Veterans Memorial
 - a. Flag pole lighting.
 - b. Area lighting for relocated bell.
10. Child Play Area
 - a. Lighting and light control for play area.

12. Pavilion

- a. Power and lighting for a pavilion consisting of two restrooms, electrical room, and covered seating area.

13. East Parking Lots (by City Shops)

- b. Parking lot lighting and control.

19. Splash Pad

- a. Pedestrian lighting and light control near this element.
- b. Power connection only to the water system including pumps, controls, and lighting.

UNDERSTANDING OF SCOPE OF WORK

We understand the scope of work to include the following:

- Task 1 – Design Services
 - Provide construction documents signed by a Professional Engineer registered in the state of Idaho. Drawings will be provided in AutoCAD Release 2010. All specifications will be prepared in the 2004 CSI format using MSWord.
 - Prepare construction plans based upon ACAD backgrounds provided to us by Team McEuen. Performance specification to include the following:
 - Lighting and lighting control
 - As defined above.
 - Coordinate lighting control design with consultant team members.
 - Coordinate lighting design with consultant team members for compliance with energy code requirements.
 - Provide and fill out energy code compliance forms.
 - Lighting fixture selection, photometric calculations, installation details, and layout/placement by others (ie: lighting representative(s), architect).
 - Power layout
 - As defined above.
 - Coordinate with the utility company for new service(s).
 - Special Systems Design
 - As defined above.
 - Coordinate sound system design with consultant team members for the elements described above. Sound system design by others.
 - Prepare construction cost estimates.
 - Submit documents for review three times.
 - Attend biweekly design progress meetings in Coeur D'Alene.

WORK NOT INCLUDED

The following services are not included in this proposal; we propose to perform these services on an as needed, time and expense basis, upon your request:

- Detailed designs for all elements except for item/element 1.
- Submit documents for permitting and make resulting changes.


- Submit documents for bidding.
- Prepare addenda as needed.
- Answer questions during bidding.
- Review shop drawings and submittals.
- Answer RFI's.
- Provide site visits and corresponding reports to observe contractor progress and compliance with contract documents.
- Attend construction meetings.
- Permitting and utility connection application fees.
- Value engineering and resulting changes after issue of permit drawings.
- Constructability review and resulting changes after issue of permit drawings.
- Theater/Stage lighting design.
- Freeze protection systems.
- Lightning Protection.
- All special system design such as but not limited to fire alarm, sound, intrusion, access, data, video, security, wireless, telephone, television, etc.
- Preparation of record drawings from contractor markups.

PRICE AND TERMS OF COMPENSATION (Terms & Conditions)

Our engineering fee has been estimated using our standard engineering fee rates for this calendar year and projected forward through the design phase; we have assumed engineering completion within 360 days of the date of this proposal; should the project be delayed beyond this time, we reserve the right to amend our engineering fee.

We appreciate this opportunity to provide our services to you, and we look forward to working with you on this interesting project. We are prepared to begin work on this project upon notice to proceed and will work to support your schedule. After you have had a chance to review this proposal information, we would be happy to meet with you to discuss any questions, comments or concerns you may have. Please do not hesitate to contact me if you have any questions. If this proposal is satisfactory, please send us authorization to proceed.

Sincerely,



Steffen Teichmann, P.E.

Authorized by _____
Date _____

Attachments:

Electrical Fee Estimate Worksheets

EXHIBIT B

EXHIBIT B
TIME OF PERFORMANCE

The project time of performance listed below are conditioned upon timely response from the City for Consultant request for information, direction and conclusions and upon timely regulatory agency response. The following times of performance do not include agency and City permit review times.

TASK 1 Design Development, Final Design, Construction Documents	300 Calendars from NTP
TASK 2 Stormwater Pollution Prevention Plan	240 Calendars from NTP
TASK 3 Project Management	300 Calendar Days from NTP
TASK 4 Right of Way Evaluation	60 Calendar Days from NTP
TASK 5 Permitting and Environmental Services Assistance	240 Calendar Days from NTP
TASK 6 Bidding Phase Services	60 Days from Parks Director Authorization to Bid
TASK 7 Construction Phase Services	360 Calendar Days from Contractor Notice to Proceed Date
TASK 8 Additional Bid Package and Bidding Phase Services	60 Days from Parks Director Authorization to Bid