TACOMA PUBLIC UTILITIES
REQUEST FOR QUALIFICATIONS
ADMINISTRATIVE BUILDING NORTH ENTRY & ATRIUM REPLACEMENT
SPECIFICATION NO. PS24-0094F
Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 14, 2024

Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<table>
<thead>
<tr>
<th>By Email: <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a></th>
<th>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum file size: 35 MB. Multiple emails may be sent for each submittal</td>
<td></td>
</tr>
</tbody>
</table>

Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend via this link or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- Register for the Bid Holders List to receive notices of addenda, questions and answers and related updates.
- Click here to see a list of vendors registered for this solicitation.

Pre-Proposal Meeting: A pre-submittal meeting will not be held.

Project Scope: Project scope will include the revisiting of preliminary study documents and developing the design and details associated with the entry to the TPU Administrative Building North. The selected firm or team will develop the drawings for the permit and bid for the atrium curtainwall replacement.

Estimate: $100,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the Additional Information section.

Title VI Information: “The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively
ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Brandon Snow, by email to bsnow@cityoftacoma.org.

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.

Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.
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**SUBMITTAL CHECK LIST**

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Qualifications page.

<table>
<thead>
<tr>
<th>The following items make up your complete electronic submittal package (include all the items below):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature Page – Appendix A</strong></td>
</tr>
<tr>
<td>To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</td>
</tr>
<tr>
<td><strong>Statement of Qualifications – Section 9</strong></td>
</tr>
</tbody>
</table>

**After award, the following documents will be executed:**

| **City of Tacoma Contract - See sample in Appendix C** |
| Must be executed by the successful bidder. |
| **Certificate of Insurance and related endorsements – Appendix D** |
| Shall be submitted with all required endorsements |
1. BACKGROUND

In 2023, Tacoma Power worked with BCRA to assess the feasibility of a new entry system into our Tacoma Public Utilities administrative building and the replacement of the existing atrium curtainwall. Attached is the report that includes all the background information and provides several options for both the entry and atrium replacement. (Reference Appendix A: 2023 BCRA ABN Entry Study)

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

The City anticipates awarding one A/E Professional Services contract.

Qualifications submitted and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

2. SUMMARY OF SCOPE OF SERVICES AND DELIVERABLES

It is the City’s intent to select a consultant based on the qualifications and abilities of the firm and key project individuals. The most qualified firm will be able to further develop the design, submit permit documents in accordance with current codes and requirements, and finalize the design with bid documents and specifications. The scope will include revisiting the preliminary study documents and developing the design and details associated with the entry to the TPU Administrative Building North. The following programs will be included, but not limited to in the design development: security, staff and public access, customer service, Public Utility Board access, and staff access are all to be considered.

Additionally, as part of this scope, the selected team will develop the drawings for the permit and bid for the atrium curtainwall replacement. This work will need to comply with all current building and energy codes, as directed by the City of Tacoma Planning & Development Services team. This program will impact the work at the entry, as well as all, spaces, programs, departments, and teams adjacent to the current atrium.

Both the entry and atrium scope shall be compiled in one bid set of drawings and specifications.

3. ANTICIPATED CONTRACT TERM

The anticipated duration of the contract is for a three-year period with the City’s sole option to renew for additional periods as applicable.

4. CALENDAR OF EVENTS

The following schedule has been established for the submission and, evaluation of the Statement of Qualifications (SOQ) and selection of the Consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion.

Contract may be issued after Public Utility Board and/or City Council approval, if required.

The anticipated schedule of events concerning this Solicitation is as follows:
5. INQUIRIES

5.1 Questions should be submitted to Jeremy Woolley via email to bsnow@cityoftacoma.org.

Subject line to read:

PS24-0094 – TPU Administrative Building North Entry & Atrium Replacement RFQ – VENDOR NAME

5.2 Questions are due by 3 pm on the date included in the Calendar of Events section.

5.3 Questions marked confidential will not be answered or included.

5.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

5.5 The answers are not typically considered an addendum.

5.6 The City will not be responsible for unsuccessful submittal of questions.

5.7 Written answers to questions will be posted alongside the specifications at www.tacomapurchasing.org

6. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a submittal submitted in response to this Solicitation, for conducting any presentations to the City, or any other activities related to responding to this Solicitation or related to the contract negotiation process.

7. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) consisting of City staff and other stakeholders, as appropriate, shall independently evaluate the SOQs. The relative weight of each scoring criteria is indicated in the table below.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications/Experience of Respondent</td>
<td>35</td>
</tr>
<tr>
<td>Project Manager and Personnel Qualifications and Experience</td>
<td>25</td>
</tr>
<tr>
<td>Proposed Process, Team Availability and Anticipated Schedule</td>
<td>20</td>
</tr>
<tr>
<td>Client References</td>
<td>10</td>
</tr>
<tr>
<td>Sustainability</td>
<td>5</td>
</tr>
<tr>
<td>Equity in Contracting</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

7.1 The SAC may select one or more respondent to provide the services required.

7.2 The City reserves the right to visit facilities of selected Respondents for the purpose of understanding the quality, and type of the proposed team’s work.

7.3 The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

7.4 Part 1 of the evaluation process shall consist of the evaluation of the written Statement of Qualifications (SOQ) package submitted by each Proposer and as a result, a short list of Proposers may be invited to interview with the SAC.

7.5 Part 2 of the evaluation process will evaluate the interviews, if conducted, to produce a final rating. The City reserves the right to select the Consultant team directly from the SOQs (Part 1 evaluation) without conducting an interview.

8. **SOQ SUBMITTAL AND GENERAL GUIDELINES**

The SOQ should be submitted in PDF format. The City recommends that the Proposer’s SOQ submittals be limited to no more than 10 double-sided pages (not including City of Tacoma required forms).

9. **CONTENT TO BE SUBMITTED** – This section represents 100% of the possible scoring criteria.

Proposals should be formatted as 8 ½” x 11”. A “page” is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75” or greater. Submittals should be limited to a maximum of 10 pages, double-sided, or 20 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

A full and complete response to each of the “CONTENT TO BE SUBMITTED” items is expected in a single location; do not cross reference to another section in your submittal.

Request for Qualifications
Template Revised: 5/11/2023
Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure: Proprietary or Confidential Information.

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFQ, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFQ.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent’s/team’s abilities to meet the requirement of this RFQ. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a firm’s submittal or request additional information that might be required to properly evaluate the submittal. A firm’s failure to respond to such a request may result in rejection of the firm’s submittal. Firms are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City’s retention of this right shall no way diminish a Proposer’s responsibility to submit a submittal that is current, clear, complete, and accurate.

9.1 Qualifications/Experience of Respondent – 35 points

Please provide information on the Respondent’s structure, qualifications and experience including:

- Names of lead persons with titles and general project responsibilities.
- Names of all sub-consultant personnel and general responsibilities.
- Corporate organizational structure showing the relationship to parent and/or subsidiary companies. If the Proposer is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company.
- Summary of the background and experience of the firm relative to the project under consideration.
  - Include lists of specific projects of similar type, on which the firm and team members have had a major role together with the location, cost, and basic description of the project, start and completion dates, the names of the client, description of the firm’s responsibility on the project, and the specific roles of the individuals proposed for this project.
  - Describe experience in tenant improvements in operational spaces.
  - Describe experience with past and/or current projects with building envelope renovations.
  - Describe experience with past and/or current projects with energy code requirements similar to the scope of this project.
  - Describe experience in working with multiple public-facing services.
9.2 Project Manager and Personnel Qualifications and Experience – 25 points
Please provide the following information on the proposed project personnel and experience, which qualify them to perform the work for the project.

- Qualifications of Project Manager
  - Identify the project manager who will have overall responsibility for the project.
  - Include professional biographical data and/or resume outlining specific project capabilities.

- Qualifications of the Firm’s Personnel
  - List the lead personnel, with titles, who will be primarily responsible for and involved with daily work activities.
  - Identify the responsibilities and activities of each lead person.
  - Include professional biographical data and/or resume outlining specific project capabilities.

9.3 Proposed Process, Team Availability, and Anticipated Schedule – 20 points
- Describe the firm’s process and/or approach to accomplishing the proposed scope of work.
- Describe the firm’s process for Quality Assurance/Quality Control (QA/QC).
- Confirm the availability of the firm and sufficient resources to perform the consulting services in view of the firm’s current and projected workload.
- Provide level of effort and availability of the firm’s project manager and lead project personnel for this project.
- Provide a conceptual project schedule for completing the consultant services.

9.4 Client References – 10 points
References shall be used to verify the accuracy of the information provided by the Proposer, which may affect the rating of the Proposer. The City reserves the right to contact references other than those submitted by the Proposer. Please provide the following:

- Firm References
  - Provide five (5) recent references who may be contacted concerning your firm’s performance regarding the qualifications listed in the SOQ. In listing the references, include the name of the client, mailing address, fax number, telephone number, email address, contact person, and specific work your firm provided for the client.

- Project Manager References
Provide three (3) recent references who may be contacted concerning the performance of your firm’s proposed project manager. Provide email address and telephone number for each reference.

9.5 Sustainability – 5 points
Provide information on your company’s commitment to the environment. Include your sustainability statement and current practices. For more information, see our Respondents Guide.

A. Does the Respondent have an organizational sustainability plan and/or policy?

[ ] Yes [ ] No

Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:
- Greenhouse gas emission reduction targets? [ ] Yes [ ] No
- Energy and water conservation targets? [ ] Yes [ ] No
- Waste reduction targets? [ ] Yes [ ] No
- Toxics use reduction targets? [ ] Yes [ ] No
- Pollution reduction targets? [ ] Yes [ ] No
- Measure progress regularly and publicly? [ ] Yes [ ] No

C. How will the Respondent, through service delivery and/or their own operations during the contract period:
- Minimize greenhouse gas emissions?
- Minimize polluted stormwater runoff in Tacoma?
- Minimize waste generation?
- Minimize toxic use and/or generation?
- Minimize air pollution in Tacoma?
- Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

9.6 Equity in Contracting – 5 points
Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category.

☐ Combination Business Enterprise (CBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Minority Business Enterprise (MBE)
☐ Minority/Women Business Enterprise (MWBE)
☐ Small Business Enterprise (SBE)
☐ Socially and Economically Disadvantaged Business Enterprise (SEDBE)
☐ Women Business Enterprise (WBE)

10. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days notice.

If interviews are conducted, the SAC will schedule the interviews using the email address for communications provided on the signature page. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescoring using the same criteria as in the Evaluation Criteria Section.

11. RESPONSIVENESS

11.1 Respondents agree their submittal is valid until a contract(s) has been executed.

11.2 All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this Solicitation. The Respondent is specifically notified that failure to comply with any part of this Solicitation may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

11.3 The final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this Solicitation.

12. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute a Contract with the City. At a minimum, any contract will incorporate the contents of this specification, including all stated services or deliverables and other requirements and the City of Tacoma Standard Terms and Conditions, together with the contents of Respondent’s submittal. The submittal contents of the successful Respondent will become contractual obligations.
13. FORM OF CONTRACT

In event the City’s Services Contract or other City Contract template is attached to this RFQ as a sample form of Contract, the City expects to utilize the Terms and Conditions contained in the sample form of Contract. Post award negotiation may occur at the discretion of the City. Respondents should clearly state exceptions to City’s Standard Terms and Conditions as well as to the Terms and Conditions contained in any attached sample form of Contract and to any other portions of this RFP, including the stated Insurance Requirements. Respondents may also propose to utilize their own form of Contract and in such instances. Respondent must provide its form of Contract as part of its submittal. City, at its sole option, will decide whether to engage in negotiation on any or all proposed exceptions. City reserves sole discretion in determining the final form of Contract that will be used.

14. STANDARD TERMS AND CONDITIONS

City of Tacoma Standard Terms and Conditions apply.

15. INSURANCE REQUIREMENTS

The successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation (Reference Appendix D.)

16. PARTNERSHIPS

The City will allow Respondents to partner in order to respond to this Solicitation. Respondents may team under a Prime Respondent’s submittal in order to provide responses to all sections in a single submission; however, each Respondent’s participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. Any contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

17. COMMITMENT OF FIRM KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

18. AWARD

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.
After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

19. SCOPE, BUDGET, AND SCHEDULE

The selected Proposer will meet with the City to review the project scope and timeline. Based on the meeting, the selected Proposer shall submit a draft scope, budget, and project schedule to the City within five (5) business days or as directed by the City’s Project Manager. The scope and budget shall include an itemized list of tasks and include estimated hours for the proposed work. The budget shall be supported by a list of hourly rates for personnel to be utilized under this contract.

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City’s Sustainable Procurement Policy and Climate Action Plan, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance, or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable;
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts;
- Toxicity of products used;
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content;
- Energy and water resource efficiency;

21. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the Washington State Office of Minority and Women’s Business Enterprise to participate in City contracting opportunities. See TMC 1.07 Equity in Contracting Policy at the City’s Equity in Contracting Program website.
22. PROPRIETARY OR CONFIDENTIAL INFORMATION

The Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

23. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at www.tacomapurchasing.org. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.
APPENDIX A

2023 BCRA ABN Entry Study
ABN Building Entry Study

Tacoma Public Utilities
ABN Building
3625 S 35th Street
Tacoma, WA 98409

December 15, 2023
ABN BUILDING ENTRY STUDY

PROJECT: ABN Building Entry Study
CLIENT: Tacoma Public Utilities (TPU)
DATE: December 15, 2023

INTRODUCTION:

The focus of the study was the main entry vestibule and the atrium in the Tacoma Public Utilities (TPU) ABN office building at the TPU Administrative Complex, located at 3628 S 35th Street in Tacoma, Washington. BCRA architects with FSI Engineers and PCS structural engineers were hired to provide an analysis of these two spaces and review the challenges TPU were having with the existing conditions. The scope included a site visit and for the team to provide solutions so TPU could understand design options and cost impact. This was so that TPU could make a decision on preferred direction to move forward with a solution.

We were tasked to look at the entry vestibule with regards to the amount of air entering the front lobby during cold and hot months of the year. We were to provide an analysis for solutions to mitigate air transfer through mechanical and architectural design methods. OPTIONS 1-4 reflect our analysis and include a report and study from FSI engineers.

We took a look at the atrium with existing curtain wall of curved glass. Some of the panels were damaged or cracked. We were to provide an analysis of architectural and structural options to replace the existing damaged glass. Options A-D reflected our analysis.

LOCATION:
3625 SE S 35th Street, Tacoma, WA 98409
ALTERNATIVES ANALYSIS :

• For the Entry, The team provided Option 1-3
  
  o Option 1- Revolving door, double door (Qty. 1), Air curtain (Qty. 1) PREFERRED

    This option helps in keeping the air from entering the foyer or lobby space. User will be encouraged to use the revolving door to keep the cold/hot air from entering. In addition, the air curtain will provide compensation for any air that may enter the space through the double doors (exit only).

  o Option 2- Double Doors (qty. 4), with Air curtains (Qty. 2)

    This option provided two separated paths: the entrance path and an exit path to open in sequence to limit the air transmission. Air curtains were provided per exterior door.

  o Option 3- Double Doors (qty. 2), with Air curtains (Qty. 2)

    This option provides two sets of double doors for entry and exit. They would open in sequence and the exterior door has an air curtain so to limit air transmission.

• For the Atrium, The team Options A-D

  o OPTION A.1 PREFERRED- Structural curtain wall replacement from curved curtain to not curved, angled to follow curve.

    This option provided new curtain wall with glazing sizes adjusted from existing large sizes to help in cost and future replacement (if needed). The structural support would be included with in the mullions of the curtain wall to keep the trades to one source.

  o OPTION A.2- Storefront with structural framing to replaced curved curtain wall with angle configuration.

    Similar to option A.1 this would be a replacement from curved to non curved, angled to follow curve. This would include storefront glass but would have a separate trade for the structural framing. This actually resulted in more associated costs.

  o OPTION B- Framed-Openings with windows (Storefront/Commercial grade materials-windows)

    An option was provided to remove the existing curved curtain wall and replace with a new exterior wall with storefront windows.

  o OPTION C- Remove existing curved storefront and treat office wall as exterior with exterior grade fixed windows

    An option was provided to remove the existing curved and treat the office wall as the exterior wall and the atrium area with exterior assemblies.
- **OPTION D-Review replacing existing curved glass and price all replaced as curved glass.**

Lastly, an option was provided to replace the existing curved glass with new curved glass. BCRA reviewed with a local glass distributor, and they had explained that there is one location that provides curved glass in California. This is fairly cost prohibitive and replacement for the future would be very expensive even in small portions due to shipping costs.

**RECOMMENDATIONS**

We presented and provided documentation to TPU and the preferred options were for the **Entry-Option 1** and for the **Atrium- Option A**. The team provided recommendations to replace the existing automatic sliders with a revolving door and provide air curtain to balance the temperature of the vestibule. For the atrium the team provided a recommendation to replace the existing curved glass with curtain wall panes that will allow for easier replacement if damaged and to follow the angle of the existing glass. These solutions for the entry vestibule and atrium will provide benefit for users of building for the present and future useability of the building.

**APPENDICES:**

Appendix A: Drawings (Preferred Options 1, Option A), dated 12.04.2023
Appendix B: Cost Estimate (Preferred Options 1, Option A), dated 9.25.2023
Appendix C: MEP/F backup (TPU ABN Entry Improvements Study and Report), dated 09.08.2023
Appendix D: Alternative drawings (Options 1-4, Options A-D), dated 09.26.2023
Appendix E: Alternative estimates, dated 9.25.2023
Appendix A
TPU ABN ENTRY
3628 S 35th St, Tacoma, WA 98409
CONCEPTUAL DESIGN - 12.04.2023
Appendix B
ABN BUILDING MAIN ENTRY AND GLAZING OPTIONS
FOR TACOMA PUBLIC UTILITIES

GENERAL SCOPE:
This is a cost estimate to provide different Option scenarios at the main entrance area of the ABN Tacoma Public Utilities Headquarters Building. The Options are broken out between Main Entry and Upper Glazing scenarios, with each for now figured to be under its own separate contract, presumably being done on an either/or basis at different times.

The ABN Building and entry is figured to be closed to the public when construction work takes place, with access being detoured to existing secondary entrances. A supplemental allowance is listed below for a premium to keep the main entrance open during construction, which would present some logistical challenges. Premiums for working non-business hour or overtime shifts are not included in the estimate, but provisions for temporary protection of the facility and maintaining ongoing facility operations beyond the main entrance area are. The owner should be aware that construction work will generate noise when it takes place.

A new air balance of immediate improvement areas is included in all three Main Entry Options and the Upper Glazing Option D. Not included in either Options 1 - 3 or Options A - D is a supplemental allowance listed below to provide a new air balance for the entire ABN Building facility.

The estimate covers construction full costs. A 35% estimate composite mark-up is figured, with 24% intended for general contractor’s general requirements, overhead & profit, bond & insurance, and B & O tax, and the remaining 11% for a compounded design contingency. Costs are in current dollars as a tentative anticipated bid opening dates have not yet been addressed. Projected construction cost escalation should be factored into a final budget, along with taking into account possible long lead times for specialty glazing and doors. Sales tax and other soft costs are not included. The current scope information and costs are preliminary and such be treated as such.

INCLUDED:
Three Options to renovate the main entrance at the ABN facility headquarters.
Five Options to replace glazing over the main entrance of the ABN facility.
Minor premiums for Entry & Glazing Options to be under separate contracts.
ADA door opening hardware and air curtains at Main Entry Options.
New walk-off matt flooring at Main Entry Option areas.
Restoration of existing exterior and interior faces disturbed by new work.
Temporary protective construction walls and access logistics premiums.
Fabricated steel reinforcement in Options A1 and B.
Air balance at Main Entry Option areas.
Premiums for working in occupied spaces, and traffic control for glazing work.
Contractor’s general requirements, overhead & profit.
Contractor’s bond & insurance, and B & O tax.
About an 11% compounded design contingency.

EXCLUDED:
Site improvements beyond traffic control in any of the Option–not applicable.
New curved glazing, except in Option C; otherwise straight and segmented.
Maintaining full public access at the main entry area in Options--detoured.
Interior or exterior improvements beyond immediate areas of new work.
New finished ceilings beyond cuts & patches.
Any significant structural modifications or upgrades in existing building.
Hazardous material abatement–assumed to be not applicable.
Fireproofing of new structural steel & decking.
Air balance in Glazing Option work, except for Option C.
Premiums for overtime or non-business working hours.
Sales tax, permits, third party testing, and design fees.
Owner administration, or special noise control provisions.
A project change order contingency, or cost escalation premiums.

BUDGETARY COST ESTIMATE
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Estimate</th>
<th>With G.C.</th>
<th>REMARKS</th>
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<tr>
<td></td>
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<td>Cost</td>
<td>Mark-Ups</td>
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</tr>
</tbody>
</table>

ESTIMATE SUMMARY:
(Includes Contractor G.R, OH&P, B&I, B&O Tax & Contingency Mark-Ups, No Sales Tax.)

MAIN ENTRY OPTIONS:
1) Revolving Door, Air Curtain, No Vestibule. 1.35 LS $231,240 $312,174 See Page 2 for an Estimate Summary Breakdown.
2) Two Entry Vestibules & Air Curtains. 1.35 LS $244,980 $330,723
3) One Entry Vestibule & Air Curtain. 1.35 LS $195,380 $263,763

UPPER GLAZING OPTIONS:
A) Segmented Curtain Wall Replacement. 1.35 LS $431,750 $582,863 See Page 2 for an Estimate Summary Breakdown.
A1) With Reinforced Storefront Glazing. 1.35 LS $473,320 $638,982
B) Framed Wall Openings With Windows. 1.35 LS $448,990 $606,137
C) New Glazing In Deleted Atrium Space. 1.35 LS $543,390 $733,577
D) Replaced Curved Glazing With New. 1.35 LS $500,150 $675,203

SUPPLEMENTARY OPTIONS:
Premium to Maintain Access at Main Entry. 1.35 LS $60,000 $81,000 The above Options assume the main entry will be closed.
Premium to Air Balance the Entire Facility. 1.35 LS $210,000 $283,500 A net premium allowance to the above Options, averaged.

ESTIMATE COSTS ARE IN CURRENT 2023 DOLLAR!

For: BCR
PRE-DESIGN ESTIMATE OPTIONS
From: Bill Acker Consulting Services
<table>
<thead>
<tr>
<th>PROJECT COMPONENT</th>
<th>Quantity</th>
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<th>Estimate With G.C.</th>
<th>MARK-UPS</th>
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<td><strong>ESTIMATE SUMMARY BREAKDOWN:</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(Includes Contractor G.R, OH&amp;P, B&amp;I, B&amp;O Tax &amp; Contingency Mark-Ups, No Sales Tax.)</td>
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<td></td>
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<tr>
<td><strong>OPTION 1, REVOLVING DOOR, AIR CURTAIN, NO VESTIBULES:</strong></td>
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<td></td>
<td>$312,174</td>
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</tr>
<tr>
<td>1.1) Main Entry Demolition &amp; Prep.</td>
<td>1.35</td>
<td>LS</td>
<td>$37,340</td>
<td>$50,409 See Page 3 for estimate details.</td>
</tr>
<tr>
<td>1.2) New Entry Construction.</td>
<td>1.35</td>
<td>LS</td>
<td>$111,800</td>
<td>$150,930</td>
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<td>1.3) Mechanical &amp; Electrical Revamping.</td>
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<td>1.4) Final Restoration &amp; Clean-Up.</td>
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<td>$13,600</td>
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<tr>
<td><strong>OPTION 2, TWO ENTRY VESTIBULES &amp; AIR CURTAINS:</strong></td>
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<td></td>
<td>$330,723</td>
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<td>2.1) Main Entry Demolition &amp; Prep.</td>
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<td>2.2) New Entry Construction.</td>
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<td>2.3) Mechanical &amp; Electrical Revamping.</td>
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<td>$18,360</td>
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<td><strong>OPTION 3, ONE ENTRY VESTIBULE &amp; AIR CURTAIN:</strong></td>
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<td></td>
<td>$263,763</td>
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<td>3.1) Main Entry Demolition &amp; Prep.</td>
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<td>$33,280</td>
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<td>$81,600</td>
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<td>$13,600</td>
<td>$18,360</td>
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<tr>
<td><strong>OPTION A, SEGMENTED CURTAIN WALL REPLACEMENT:</strong></td>
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<td></td>
<td>$582,863</td>
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<tr>
<td>A.1) Glazing Demolition &amp; Prep.</td>
<td>1.35</td>
<td>LS</td>
<td>$131,950</td>
<td>$178,133 See Page 4 for estimate details.</td>
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<tr>
<td>A.2) New Glazing Assembly Construction.</td>
<td>1.35</td>
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<td>$263,200</td>
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<tr>
<td>A.3) Mechanical &amp; Electrical Revamping.</td>
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<td>NA</td>
<td>NA Not applicable to Option A scope.</td>
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<td><strong>OPTION A1, WITH REINFORCED STOREFRONT GLAZING:</strong></td>
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<td>A1.2) New Glazing Assembly Construction.</td>
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<td>A1.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35</td>
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<td>NA</td>
<td>NA Not applicable to Option A1 scope.</td>
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<tr>
<td><strong>OPTION B, FRAMED WALL OPENINGS WITH WINDOWS:</strong></td>
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<td>B.1) Glazing Demolition &amp; Prep.</td>
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<td>LS</td>
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<td>B.2) New Glazing Assembly Construction.</td>
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<td>$269,640</td>
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<td>B.3) Mechanical &amp; Electrical Revamping.</td>
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<td>B.4) Final Restoration &amp; Clean-Up.</td>
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<td>$47,400</td>
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<td><strong>OPTION C, NEW GLAZING IN DELETED ATRIUM SPACE:</strong></td>
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<td>C.1) Glazing Demolition &amp; Prep.</td>
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<td>$143,150</td>
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<td>C.2) New Glazing Assembly Construction.</td>
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<td>C.4) Final Restoration &amp; Clean-Up.</td>
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<td>$49,000</td>
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<td><strong>OPTION D, REPLACED CURVED GLAZING WITH NEW:</strong></td>
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<td>$675,203</td>
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<td>D.1) Glazing Demolition &amp; Prep.</td>
<td>1.35</td>
<td>LS</td>
<td>$131,950</td>
<td>$178,133 See Page 6 for estimate details.</td>
</tr>
<tr>
<td>D.2) New Glazing Assembly Construction.</td>
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<td>$447,660</td>
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<tr>
<td>D.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35</td>
<td>LS</td>
<td>NA</td>
<td>NA Not applicable to Option B scope.</td>
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</table>

**MARK-UP NOTES:**

The above costs include a 35% estimate composite mark-up, with 24% intended for general contractor's general requirements, overhead & profit, bond & insurance, and B & O tax, and the remaining 11% for a compounded design contingency. Costs are in current dollars as a tentative anticipated bid opening date has not yet been addressed. Projected construction cost escalation should be factored into a final budget, along with taking into account potential long lead items. Sales tax and other soft costs, such as permitting, design fees, third party inspections, and owner's administration costs are not included.
1) REVOLVING DOOR, AIR CURTAIN, NO VESTIBULE:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>$$ $</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization &amp; staging.</td>
<td>1.00</td>
<td>LS</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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<tr>
<td>Detouring main entry public access.</td>
<td>1.00</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>Temporary interior construction walls.</td>
<td>400.00</td>
<td>SF</td>
<td>$12.00</td>
<td>$4,800.00</td>
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<tr>
<td>Removal of existing storefront &amp; doors.</td>
<td>650.00</td>
<td>SF</td>
<td>$8.00</td>
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<td>Removal of existing finish flooring &amp; prep.</td>
<td>400.00</td>
<td>SF</td>
<td>$5.00</td>
<td>$2,000.00</td>
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<tr>
<td>Possible floor slab cuts &amp; patches.</td>
<td>3.00</td>
<td>MD</td>
<td>$1,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Main entry cuts, clean-up &amp; pick-up.</td>
<td>4.00</td>
<td>MD</td>
<td>$960.00</td>
<td>$3,840.00</td>
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</tbody>
</table>

- Allowance, including working in an occupied space premium.  
  1.1) Main Entry Demolition & Prep: $37,340.00

- Allowance at modified entrance.  
  2.00 MD $1,000.00 $2,000.00

- Minor electrical rework.  
  1.00 LS $4,000.00 $4,000.00

- Field painting & touch-up.  
  4.00 MD $1,000.00 $4,000.00

- New finish flooring & base.  
  600.00 SF $12,000.00

**Total:** $312,174

2) TWO ENTRY VESTIBULES & AIR CURTAINS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>$$ $</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization &amp; staging.</td>
<td>1.00</td>
<td>LS</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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<tr>
<td>Detouring main entry public access.</td>
<td>1.00</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Temporary interior construction walls.</td>
<td>400.00</td>
<td>SF</td>
<td>$12.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Removal of existing storefront &amp; doors.</td>
<td>300.00</td>
<td>SF</td>
<td>$12.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Removal of existing finish flooring &amp; prep.</td>
<td>400.00</td>
<td>SF</td>
<td>$5.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Possible floor slab cuts &amp; patches.</td>
<td>2.00</td>
<td>MD</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Main entry cuts, clean-up &amp; pick-up.</td>
<td>3.00</td>
<td>MD</td>
<td>$960.00</td>
<td>$2,880.00</td>
</tr>
</tbody>
</table>

- Allowance, including working in an occupied space premium.  
  1.2) New Entry Construction: $111,800.00

- Field painting & touch-up.  
  4.00 MD $1,000.00 $4,000.00

- Gross Debris: 
  10.00 MD $960.00 $9,600.00

**Total:** $244,980

For: BCRA

PRE-DESIGN ESTIMATE OPTIONS

From: Bill Acker Consulting Services
**ABN BUILDING MAIN ENTRY AND GLAZING OPTIONS**

**FOR TACOMA PUBLIC UTILITIES**

| 35% G.C. & Contingency Mark-Up: | $330,723 |

---

### 2) TWO ENTRY VESTIBULES & AIR CURTAINS:

- **35% G.C. & Contingency Mark-Up:**
  - **$431,750**

#### A) SEGMENTED CURTAIN WALL REPLACEMENT:

- **Demobilize, final clean & punch list.**
- **Final interior cuts, patches & restoration.**
- **Restore existing exterior & interior walls.**
- **Add for hoisting & equipment.**
- **Possible floor slab cuts & patches.**
- **Main entry cuts, clean-up & pick-up.**

#### 3) ONE ENTRY VESTIBULE & AIR CURTAIN:

- **Mobilization & staging.**
- **Detouring main entry public access.**
- **Temporary interior construction walls.**
- **Removal of existing storefront & doors.**
- **Removal of existing finish flooring & prep.**
- **Possible floor slab cuts & patches.**
- **Main entry cuts, clean-up & pick-up.**

---

**PRE-DESIGN ESTIMATE OPTIONS**

From: Bill Acker Consulting Services

For: BCRA
### A1) WITH REINFORCED STOREFRONT GLAZING:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization &amp; staging.</td>
<td>1.00</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>Add for traffic control and coordination.</td>
<td>1.00</td>
<td>LS</td>
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<td>$20,000.00</td>
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<td>Temporary interior construction walls.</td>
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<td>Install temporary exterior scaffolding.</td>
<td>3,250.00</td>
<td>SF</td>
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<tr>
<td>Remove existing glazed curtain wall.</td>
<td>1,710.00</td>
<td>SF</td>
<td>$15.00</td>
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<tr>
<td>Exterior wall demo coordination &amp; pick-up.</td>
<td>10.00</td>
<td>MD</td>
<td>$920.00</td>
<td>$9,200.00</td>
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<td>New aluminum storefront glazing, segmented.</td>
<td>1,710.00</td>
<td>SF</td>
<td>$90.00</td>
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<tr>
<td>Add for storefront flashings and trim.</td>
<td>765.00</td>
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<td>Add for hoisting &amp; equipment.</td>
<td>1.00</td>
<td>LS</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
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<tr>
<td>Add for repairs &amp; restoration at top of glazing.</td>
<td>45.00</td>
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<tr>
<td>A1.1) Glazing Demolition &amp; Prep.</td>
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<td>$131,950.00</td>
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<tr>
<td>Restore existing exterior &amp; interior walls.</td>
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<td>$6,000.00</td>
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<tr>
<td>Demobilize, final clean &amp; punch list.</td>
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<td>MD</td>
<td>$960.00</td>
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<td>A1.2) New Glazing Assembly Construction:</td>
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<td>$300,850.00</td>
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<tr>
<td>A1.4) Final Restoration &amp; Clean-Up.</td>
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<td></td>
<td>$40,520.00</td>
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</tbody>
</table>

### A1.1) Glazing Demolition & Prep.:

- 1/A201, at each vertical segment for lateral support, 3/40' height.
- Allowance for crane time and mobilization.
- Allowance for the entire project.

### A1.2) New Glazing Assembly Construction:

- 1/A202, with a rainscreen system, less some window area.
- Curved, roughly 45 LF x 38' at high elevations.

### A1.4) Final Restoration & Clean-Up:

- Allowance at 1/A201 glazed panel edges & misc.
- Allowance at 1/A201 glazed panel perimeter edges.
- Allowance for minor damage around glazing perimeter.

#### Cost Summary:

- Est. Cost: $638,982

### B) A SEGMENTED FRAMED WALL WITH WINDOWS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
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</thead>
<tbody>
<tr>
<td>Mobilization &amp; staging.</td>
<td>1.00</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Add for traffic control and coordination.</td>
<td>1.00</td>
<td>LS</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Temporary interior construction walls.</td>
<td>1,800.00</td>
<td>SF</td>
<td>$12.00</td>
<td>$21,600.00</td>
</tr>
<tr>
<td>Install temporary exterior scaffolding.</td>
<td>3,250.00</td>
<td>SF</td>
<td>$14.00</td>
<td>$45,500.00</td>
</tr>
<tr>
<td>Remove existing glazed curtain wall.</td>
<td>1,710.00</td>
<td>SF</td>
<td>$15.00</td>
<td>$25,650.00</td>
</tr>
<tr>
<td>Exterior wall demo coordination &amp; pick-up.</td>
<td>10.00</td>
<td>MD</td>
<td>$920.00</td>
<td>$9,200.00</td>
</tr>
<tr>
<td>New commercial aluminum windows.</td>
<td>720.00</td>
<td>SF</td>
<td>$85.00</td>
<td>$61,200.00</td>
</tr>
<tr>
<td>Exterior composite wall panels &amp; trim.</td>
<td>1,500.00</td>
<td>SF</td>
<td>$60.00</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>Interior wall finishes.</td>
<td>1,800.00</td>
<td>SF</td>
<td>$8.00</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>Add for hoisting &amp; equipment.</td>
<td>1.00</td>
<td>LS</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Add for repairs &amp; restoration at top of glazing.</td>
<td>45.00</td>
<td>LF</td>
<td>$200.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>B.1) Glazing Demolition &amp; Prep.</td>
<td></td>
<td></td>
<td></td>
<td>$131,950.00</td>
</tr>
<tr>
<td>Restore existing exterior &amp; interior walls.</td>
<td>170.00</td>
<td>LF</td>
<td>$100.00</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Removal of temporary scaffolding.</td>
<td>1.00</td>
<td>LS</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Final interior cuts, patches &amp; restoration.</td>
<td>10.00</td>
<td>MD</td>
<td>$1,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Demobilize, final clean &amp; punch list.</td>
<td>15.00</td>
<td>MD</td>
<td>$960.00</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>B.2) New Glazing Assembly Construction:</td>
<td></td>
<td></td>
<td></td>
<td>$269,640.00</td>
</tr>
<tr>
<td>B.4) Final Restoration &amp; Clean-Up.</td>
<td></td>
<td></td>
<td></td>
<td>$47,400.00</td>
</tr>
</tbody>
</table>

#### Cost Summary:

- Est. Cost: $448,990

### B.1) Glazing Demolition & Prep.:

- Allowance at 1/A201 glazed panel edges & misc.
- Allowance at 1/A201 glazed panel perimeter edges.

### B.2) New Glazing Assembly Construction:

- Painted GWB and nominal trim, 45 LF x 40'.
- Curved, roughly 45 LF x 38' at high elevations.

### B.4) Final Restoration & Clean-Up:

- Curved, roughly 45 LF x 38' at high elevations.
- Allowance for minor damage around glazing perimeter.

#### Cost Summary:

- Est. Cost: $606,137

---

For: BCRA

From: Bill Acker Consulting Services

PRE-DESIGN ESTIMATE OPTIONS
Demobilize, final clean & punch list.
Removal of temporary scaffolding.
Restore existing exterior & interior walls.
Add for hoisting & equipment.
Miscellaneous backing, nailers & supports.

Install temporary exterior scaffolding.
Remove existing glazed curtain wall.
Demo prep for new sloped framed roof.
Exterior wall demo coordination & pick-up.

35% G.C. & Contingency Mark-Up:

C) NEW GLAZING IN DELETED ATRIUM SPACE:

Mobilization & staging. 1.00 LS $10,000.00 $10,000.00 Allowance for the entire project.
Add for traffic control and coordination. 1.00 LS $20,000.00 $20,000.00 Main entry is close to a semi-busy South 35th St
Temporary interior construction walls. 2,100.00 SF $12.00 $25,200.00 1/A311, inside the Atrium, 50 LF x 14' x 3 floor levels
Install temporary exterior scaffolding. 3,250.00 SF $14.00 $45,500.00 Outside of glazing to be replaced, 50 LF x 65'
Remove existing glazed curtain wall. 1,710.00 SF $15.00 $25,650.00 Curved, roughly 45 LF x 38' at high elevations.
Demo prep for new sloped framed roof. 60.00 LF $50.00 $3,000.00 Allowance to prepare for new A125 & 1/A311 sloped roof
Exterior wall demo coordination & pick-up. 15.00 MD $920.00 $13,800.00 Allowance, including an occupied space premium.

C.1) Glazing Demolition & Prep: $143,150.00
New sloped framed roof structure, complete. 780.00 SF $30.00 $23,400.00 A125, 1/A311, gage framing, decking & tie-ins, 65' x 12'.
Metal roof assembly, compete. 780.00 SF $45.00 $35,100.00 A125, 1/A311, with rigid insulation, flashings & drainage
Exterior wall framed assembly. 1,890.00 SF $20.00 $37,800.00 1/A311, gage framing, sheathing & batts, 45 LF x 14' x 3
New commercial aluminum windows. 720.00 SF $85.00 $61,200.00 1/A203, 12 @ 10' x 6'.
Exterior composite wall panels & trim. 1,600.00 SF $60.00 $96,000.00 1/A203, with a rainscreen system, less some window area
Interior wall finishes. 1,890.00 SF $6.00 $11,340.00 Painted GWB and nominal trim, 45 LF x 14' x 3 floor levels.
Add for hoisting & equipment. 1.00 LS $15,000.00 $15,000.00 Allowance for crane time and mobilization.
Add for repairs & restoration at top of glazing. 45.00 LF $200.00 $9,000.00 1/A311, allowance at top of new vertical column tie-ins
New glazing pick-up & closeout. 10.00 MD $950.00 $9,500.00 Allowance, including working in an occupied space premium.

C.2) New Glazing Assembly Construction: $298,340.00
Minor fire sprinkler protection revamping. 4.00 MD $1,600.00 $6,400.00 1/A311 adjusting to modified reconfiguration.
Minor HVAC revamping. 4.00 MD $1,600.00 $6,400.00
Add for a new air balance. 1.00 LS $20,000.00 $20,000.00 Allowance, with the Atrium space deleted.
Minor electrical revamping. 6.00 MD $1,600.00 $9,600.00 1/A311 adjusting to modified reconfiguration.
M&E submittals, pick-up & closeout. 3.00 LS $3,500.00 $10,500.00 Allowance, including working in an occupied space premium.

C.3) Mechanical & Electrical Revamping: $52,900.00
Restore existing exterior & interior walls. 170.00 LF $80.00 $13,600.00 Allowance around the demo'd glazing perimeter.
Removal of temporary scaffolding. 1.00 LS $6,000.00 $6,000.00 Allowance near the end of project completion.
Final interior cuts, patches & restoration. 15.00 MD $1,000.00 $15,000.00 Allowance at ceilings, walls and misc.
Demobilize, final clean & punch list. 15.00 MD $1,600.00 $14,400.00 Allowance, including working in an occupied space premium.

C.4) Final Restoration & Clean-Up: $49,000.00 $543,390
53% G.C. & Contingency Mark-Up: $733,577

D) REPLACED CURVED GLAZING WITH NEW:

Mobilization & staging. 1.00 LS $10,000.00 $10,000.00 Allowance for the entire project.
Add for traffic control and coordination. 1.00 LS $20,000.00 $20,000.00 Main entry is close to a semi-busy South 35th St
Temporary interior construction walls. 1,800.00 SF $12.00 $21,600.00 In the Atrium to protect from weather & intrusion, 45 LF x 40'
Install temporary exterior scaffolding. 3,250.00 SF $14.00 $45,500.00 Outside of glazing to be replaced, 50 LF x 65'
Remove existing glazed curtain wall. 1,710.00 SF $15.00 $25,650.00 Curved, roughly 45 LF x 38' at high elevations.
Exterior wall demo coordination & pick-up. 10.00 MD $920.00 $9,200.00 Allowance, including an occupied space premium.

D.1) Glazing Demolition & Prep: $131,950.00
Miscellaneous backing, nailers & supports. 4.00 MD $950.00 $3,800.00 Allowance in preparation of new curtain wall glazing.
New curtain wall glazing, curved. 1,710.00 SF $180.00 $307,800.00 Matching 1/A201 configuration, segmented, 45 LF x 38'
Add for hoisting & equipment. 1.00 LS $20,000.00 $20,000.00 Allowance for crane time and mobilization.

D.2) New Glazing Assembly Construction: $331,600.00
Restore existing exterior & interior walls. 170.00 LF $100.00 $17,000.00 Allowance for minor damage around glazing perimeter.
Removal of temporary scaffolding. 1.00 LS $6,000.00 $6,000.00 Allowance near the end of project completion.
Final interior cuts, patches & restoration. 4.00 MD $1,000.00 $4,000.00 Allowance at ceilings, walls and misc.
Demobilize, final clean & punch list. 10.00 MD $960.00 $9,600.00 Allowance, including working in an occupied space premium.

D.4) Final Restoration & Clean-Up: $36,600.00

For: BCRA
From: Bill Acker Consulting Services

PRE-DESIGN ESTIMATE OPTIONS
**ABN BUILDING MAIN ENTRY AND GLAZING OPTIONS**

**FOR TACOMA PUBLIC UTILITIES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>D) REPLACED CURVED GLAZING WITH NEW:</td>
<td>$500,150</td>
</tr>
<tr>
<td>35% G.C. &amp; Contingency Mark-Up:</td>
<td>$675,203</td>
</tr>
</tbody>
</table>

For: BCRA

PRE-DESIGN ESTIMATE OPTIONS

From: Bill Acker Consulting Services
Seattle
1001 Alaskan Way Suite 200
Seattle, Washington 98104
206.622.3321

Baltimore
4709 Harford Road
Baltimore, Maryland 21214
410.929.6894

Spokane
505 West Riverside Avenue Suite 440
Spokane, Washington 99201
509.215.1500
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  Codes and Standards ............................................................................................................................... 1
Observations, Findings, and Evaluation ..................................................................................................... 1
Recommendations....................................................................................................................................... 2
  Negative Pressurization ........................................................................................................................... 2
    Balancing the Whole Building ............................................................................................................... 2
    Balancing at the Mains ......................................................................................................................... 2
  Door Replacement ................................................................................................................................... 2
    Hinged Doors ....................................................................................................................................... 3
    Revolving Door ..................................................................................................................................... 3
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Purpose
The main entry vestibule in the Tacoma Public Utilities (TPU) ABN office building at the TPU Administrative Complex, located at 3628 S 35th Street in Tacoma, Washington, allows too much air transfer to take place whenever the doors open. As a result, during the summer a rush of hot air will enter when the doors open, and during the winter there will be a similar rush of cold air. As a subconsultant to BCRA Architecture, FSi Engineers (“FSi”) was hired to investigate the causes of this issue and propose a solution to remedy this in the future. Our scope of work includes a field investigation and evaluation of existing mechanical plans.

Executive Summary
Our team concluded that there are issues both with negative pressurization in the building and with the layout and operation of the automatic sliding doors in the main entry vestibule. We recommend replacing the automatic sliding doors, as well as testing, adjusting, and balancing (TAB) the mechanical equipment.

TAB will be the primary expense in this solution. The cost of TAB will vary depending on the level of detail of the process. We estimate the most basic, inexpensive, and imprecise TAB will cost $35,000. For very precise TAB, providing detailed information on energy savings, we estimate a cost of $235,000. The benefits and challenges of each option are explored in more detail in this report.

Codes and Standards
We used the following codes and standards as references in developing this report:

- ASHRAE
- International Existing Building Code (IEBC)
- The Americans with Disabilities Act (ADA)
- Washington State Energy Code (WSEC)

Observations, Findings, and Evaluation
FSi examined multiple possible causes of the issue in the TPU building including evaluating existing mechanical plans and researching prevailing winds in the area, geographic conditions, and buildings built or torn down in the immediate surrounding area. FSi visited the site on
August 3, 2023, to investigate facility and the vestibule. Vestibules act as a buffer between outside climate and indoor conditioned air, to improve energy efficiency.

After evaluating the site, along with mechanical record drawings by Tacoma Public Utilities, FSi determined negative pressurization was the likely cause of air rushing into the building when the doors are open. When the doors on either side of the vestibule open, they do so at the same time, allowing a direct path for air to flow into the building. This defeats the purpose of the vestibule as a buffer zone.

Recommendations

Negative Pressurization

To resolve the negative pressurization issue, FSi strongly recommends performing a TAB procedure for the HVAC equipment in the building. There are two separate approaches to this process: balancing the whole building and balancing at the mains.

Balancing the Whole Building

Balancing the whole building is the ideal scenario, as it involves the most precise measurement and balancing in every corner of the system. This process would reveal defective or broken equipment and any inefficiencies present, and thereby save the most energy in the future. Since this building was built in 2005, this is especially valuable, as some mechanical components are reaching the end of their lifespan. Unfortunately, this process is also very expensive due to its extensive evaluation and balancing process.

Balancing at the Mains

Balancing at the mains is an option that is less precise but is more affordable than balancing the whole building. This process simply involves measuring the supply and return conditions at the air handler and ensuring that the return airflow is not outpacing the supply airflow. This process will not reveal failed components or save energy, but it will resolve any major pressurization issues and cost a fraction of the process of balancing the whole building.

Door Replacement

To target the issue specifically at the vestibule, FSi recommends using one of two modifications to the current door configuration: changing the doors to manually-opened hinged doors or installing a revolving door. For both of these replacement options, FSi recommends also performing a TAB in one of the two ways mentioned above.
Hinged Doors

Simply installing two sets of hinged doors in place of the current sliding doors would be an efficient solution that would enable the vestibule to act as an airlock. Typically, only one set of doors would open at a time whenever someone entered or exited, meaning that air from outside would not have an easy, direct path into the building.

An air curtain would be a valuable addition alongside the installation of hinged doors. Air curtains can be triggered by a motion sensor when the doors open, and work very well against buoyancy-driven air intrusion by creating a sort of air barrier. These excel during the winter, keeping warm air from leaking out and cold air from leaking in, and heating the small amount of cold air that manages to make it inside. Particularly if no TAB is done, FSi strongly recommends an air curtain.

Revolving Door

Installing a revolving door would also be an excellent option to prevent air infiltration. Revolving doors allow very minimal air exchange between the inside and outside, meaning that there would be even less chance of outside air having a direct path inside, and eliminating the need for an air curtain. Revolving doors eliminate the need for a vestibule entirely in high-rise buildings due to their lack of air exchange causing temperature problems and their ability to self-regulate pressure differences by rotating to allow minimal air in or out of the building. An ADA-compliant hinged door would likely also be necessary to install alongside the revolving door for code compliance.

Preferred Solution

FSi recommends using a combination of the hinged doors with an air curtain and one of the TAB methods. Due to budgetary limitations, balancing at the mains would likely be the least expensive but the complete building balancing will contribute to the buildings ability to meet the Washington Clean Building Act energy savings measures and may be a significant consideration for TPU and this large building.
Construction Cost Estimates

FSi is providing an opinion of rough construction and maintenance costs as part of this report. We have developed this opinion mainly through the use of vendor interviews and examination of mean construction cost estimating guides, along with our understanding of the current construction climate.

This cost is intended to include the following:

- Cost of the new equipment
- Cost of the new electrical work
- Contractor’s supervision, overhead, profit, mobilization, bond, insurance, etc.
- General contractor’s markup on subcontractor work

Estimated costs are not intended to cover:

- Cost of any architectural or structural work (none anticipated)
- Hazardous material abatement
- Washington State sales tax

This opinion of construction cost carries a contingency to represent some of the miscellaneous costs not yet fully developed at this preliminary phase of the project. These contingencies are not intended to cover the contractor’s change order costs due to changed or unforeseen conditions, etc. FSi’s opinion of rough construction cost for the system upgrades is summarized as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform TAB at the mains (option 1)</td>
<td>$35,000</td>
</tr>
<tr>
<td>Perform TAB of the whole mechanical system (option 2)</td>
<td>$235,000</td>
</tr>
<tr>
<td>Air curtain and labor to install (Materials and labor each)</td>
<td>$7,000</td>
</tr>
<tr>
<td>ADA door actuator (materials each and labor)</td>
<td>$4,000</td>
</tr>
<tr>
<td>Labor to demo old door electrical and install new electrical equipment (labor)</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

Refer to cost estimators complete estimate for the project door configuration options.
TPU ABN ENTRY
3628 S 35th St, Tacoma, WA 98409

CONCEPTUAL DESIGN - 09.26.2023 Cost Estimate Set
OPTION 1 = REVOLVING DOOR 1 DOUBLE DOOR AC-1

$312,174 + supplementary option

ADD ONE OF THESE BALANCING OPTIONS FOR EACH VESTIBULE OPTION
OPTION 2=
4 - DOUBLE DOORS
WITH AC-1, 2

$330,723
+supplementary option
OPTION 3 =
2 DOUBLE DOORS
WITH AC-1, 2

$263,763
+supplementary option
SECOND FLOOR PLAN
EXTERIOR ELEVATION LEGEND

EXTERIOR ELEVATION GENERAL NOTES

$733,577
Appendix E
## General Scope:

This is a cost estimate to provide different Option scenarios at the main entrance area of the ABN Tacoma Public Utilities Headquarters Building. The Options are broken out between Main Entry and Upper Glazing scenarios, with each for now figured to be under its own separate contract, presumably being done on an either/or basis at different times.

The ABN Building and entry is figured to be closed to the public when construction work takes place, with access being detoured to existing secondary entrances. A supplemental allowance is listed below for a premium to keep the main entrance open during construction, which would present some logistical challenges. Premiums for working non-business hour or overtime shifts are not included in the estimate, but provisions for temporary protection of the facility and maintaining ongoing facility operations beyond the main entrance area are. The owner should be aware that construction work will generate noise when it takes place.

A new air balance of immediate improvement areas is included in all three Main Entry Options and the Upper Glazing Option D. Not included in either Options 1 - 3 or Options A - D is a supplemental allowance listed below to provide a new air balance for the entire ABN Building facility.

The estimate covers construction full costs. A 35% estimate composite mark-up is figured, with 24% intended for general contractor's general requirements, overhead & profit, bond & insurance, and B & O tax, and the remaining 11% for a compounded design contingency. Costs are in current dollars as a tentative anticipated bid opening dates have not yet been addressed. Projected construction cost escalation should be factored into a final budget, along with taking into account possible long lead times for specialty glazing and doors. Sales tax and other soft costs are not included. The current scope information and costs are preliminary and such be treated as such.

### Included:

- Three Options to renovate the main entrance at the ABN facility headquarters.
- Five Options to replace glazing over the main entrance of the ABN facility.
- Minor premiums for Entry & Glazing Options to be under separate contracts.
- ADA door opening hardware and air curtains at Main Entry Options.
- New walk-off matt flooring at Main Entry Option areas.
- Restoration of existing exterior and interior faces disturbed by new work.
- Temporary protective construction walls and access logistics premiums.
- Fabricated steel reinforcement in Options A1 and B.
- Air balance at Main Entry Option areas.
- Premiums for working in occupied spaces, and traffic control for glazing work.
- Contractor's general requirements, overhead & profit.
- Contractor's bond & insurance, and B & O tax.
- About an 11% compounded design contingency.

### Excluded:

- Site improvements beyond traffic control in any of the Option--not applicable.
- New curved glazing, except in Option C; otherwise straight and segmented.
- Maintaining full public access at the main entry area in Options--detoured.
- Interior or exterior improvements beyond immediate areas of new work.
- New finished ceilings beyond cuts & patches.
- Any significant structural modifications or upgrades in existing building.
- Hazardous material abatement--assumed to be not applicable.
- Fireproofing of new structural steel & decking.
- Air balance in Glazing Option work, except for Option C.
- Premiums for overtime or non-business working hours.
- Sales tax, permits, third party testing, and design fees.
- Owner administration, or special noise control provisions.
- A project change order contingency, or cost escalation premiums.

### Estimate Summary:

*(Includes Contractor G.R., OH&P, B&I, B&O Tax & Contingency Mark-Ups, No Sales Tax.)*

<table>
<thead>
<tr>
<th>Estimate</th>
<th>With G.C. Mark-Ups</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Entry Options:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Revolving Door, Air Curtain, No Vestibule.</td>
<td>1.35 LS</td>
<td>$231,240</td>
</tr>
<tr>
<td>2) Two Entry Vestibules &amp; Air Curtains.</td>
<td>1.35 LS</td>
<td>$244,980</td>
</tr>
<tr>
<td>3) One Entry Vestibule &amp; Air Curtain.</td>
<td>1.35 LS</td>
<td>$195,380</td>
</tr>
</tbody>
</table>

| **Upper Glazing Options:** | | |
| A) Segmented Curtain Wall Replacement. | 1.35 LS | $431,750 | $582,863 | See Page 2 for an Estimate Summary Breakdown. |
| A1) With Reinforced Storefront Glazing. | 1.35 LS | $473,320 | $638,982 | |
| B) Framed Wall Openings With Windows. | 1.35 LS | $448,990 | $606,137 | |
| C) New Glazing In Deleted Atrium Space. | 1.35 LS | $543,390 | $733,577 | |
| D) Replaced Curved Glazing With New. | 1.35 LS | $500,150 | $675,203 | |

| **Supplementary Options:** | | |
| Premium to Maintain Access at Main Entry. | 1.35 LS | $60,000 | $81,000 | The above Options assume the main entry will be closed. |
| Premium to Air Balance the Entire Facility. | 1.35 LS | $210,000 | $283,500 | A net premium allowance to the above Options, averaged. |
### BUDGETARY COST ESTIMATE

<table>
<thead>
<tr>
<th>PROJECT COMPONENT</th>
<th>Quantity</th>
<th>Unit</th>
<th>Estimate</th>
<th>With G.C.</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cost</td>
<td>Mark-Ups</td>
<td></td>
</tr>
<tr>
<td><strong>ESTIMATE SUMMARY BREAKDOWN:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Includes Contractor G.R, OH&amp;P, B&amp;I, B&amp;O Tax &amp; Contingency Mark-Ups, No Sales Tax.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OPTION 1. REVOLVING DOOR, AIR CURTAIN, NO VESTIBULES:</strong></td>
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<td></td>
<td>$312,174</td>
<td></td>
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</tr>
<tr>
<td>1.1) Main Entry Demolition &amp; Prep.</td>
<td>1.35 LS</td>
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<td>$37,340</td>
<td>$50,409 See Page 3 for estimate details.</td>
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<tr>
<td>1.2) New Entry Construction.</td>
<td>1.35 LS</td>
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<td>$111,800</td>
<td>$150,930</td>
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<tr>
<td>1.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
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<td>$68,500</td>
<td>$92,475</td>
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<td>1.4) Final Restoration &amp; Clean-Up.</td>
<td>1.35 LS</td>
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<td>$13,600</td>
<td>$18,360</td>
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<tr>
<td><strong>OPTION 2. TWO ENTRY VESTIBULES &amp; AIR CURTAINS:</strong></td>
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<td></td>
<td>$330,723</td>
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<td>2.1) Main Entry Demolition &amp; Prep.</td>
<td>1.35 LS</td>
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<td>$33,280</td>
<td>$44,928 See Page 3 for estimate details.</td>
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<td>2.2) New Entry Construction.</td>
<td>1.35 LS</td>
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<td>$124,200</td>
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<td>2.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
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<td>$73,900</td>
<td>$99,765</td>
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<tr>
<td>2.4) Final Restoration &amp; Clean-Up.</td>
<td>1.35 LS</td>
<td></td>
<td>$13,600</td>
<td>$18,360</td>
<td></td>
</tr>
<tr>
<td><strong>OPTION 3. ONE ENTRY VESTIBULE &amp; AIR CURTAIN:</strong></td>
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<td>$263,763</td>
<td></td>
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</tr>
<tr>
<td>3.1) Main Entry Demolition &amp; Prep.</td>
<td>1.35 LS</td>
<td></td>
<td>$33,280</td>
<td>$44,928 See Page 4 for estimate details.</td>
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<tr>
<td>3.2) New Entry Construction.</td>
<td>1.35 LS</td>
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<td>$81,600</td>
<td>$110,160</td>
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<td>3.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
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<td>$66,900</td>
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<td>3.4) Final Restoration &amp; Clean-Up.</td>
<td>1.35 LS</td>
<td></td>
<td>$13,600</td>
<td>$18,360</td>
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<tr>
<td><strong>OPTION A. SEGMENTED CURTAIN WALL REPLACEMENT:</strong></td>
<td></td>
<td></td>
<td>$582,863</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1) Glazing Demolition &amp; Prep.</td>
<td>1.35 LS</td>
<td></td>
<td>$131,950</td>
<td>$178,133 See Page 4 for estimate details.</td>
<td></td>
</tr>
<tr>
<td>A.2) New Glazing Assembly Construction.</td>
<td>1.35 LS</td>
<td></td>
<td>$263,200</td>
<td>$355,320</td>
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<tr>
<td>A.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
<td>NA</td>
<td>NA</td>
<td>Not applicable to Option A scope.</td>
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<tr>
<td><strong>OPTION A1. WITH REINFORCED STOREFRONT GLAZING:</strong></td>
<td></td>
<td></td>
<td>$638,982</td>
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<tr>
<td>A1.2) New Glazing Assembly Construction.</td>
<td>1.35 LS</td>
<td></td>
<td>$300,850</td>
<td>$406,148</td>
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<tr>
<td>A1.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
<td>NA</td>
<td>NA</td>
<td>Not applicable to Option A1 scope.</td>
<td></td>
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<tr>
<td><strong>OPTION B. FRAMED WALL OPENINGS WITH WINDOWS:</strong></td>
<td></td>
<td></td>
<td>$606,137</td>
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<tr>
<td>B.1) Glazing Demolition &amp; Prep.</td>
<td>1.35 LS</td>
<td></td>
<td>$131,950</td>
<td>$178,133 See Page 5 for estimate details.</td>
<td></td>
</tr>
<tr>
<td>B.2) New Glazing Assembly Construction.</td>
<td>1.35 LS</td>
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<td>$269,640</td>
<td>$364,014</td>
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<tr>
<td>B.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
<td>NA</td>
<td>NA</td>
<td>Not applicable to Option B scope.</td>
<td></td>
</tr>
<tr>
<td>B.4) Final Restoration &amp; Clean-Up.</td>
<td>1.35 LS</td>
<td></td>
<td>$47,400</td>
<td>$63,990 See Page 5 for estimate details.</td>
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</tr>
<tr>
<td><strong>OPTION C. NEW GLAZING IN DELETED ATRIUM SPACE:</strong></td>
<td></td>
<td></td>
<td>$733,577</td>
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<tr>
<td>C.1) Glazing Demolition &amp; Prep.</td>
<td>1.35 LS</td>
<td></td>
<td>$143,150</td>
<td>$193,253 See Page 6 for estimate details.</td>
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</tr>
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<td>C.2) New Glazing Assembly Construction.</td>
<td>1.35 LS</td>
<td></td>
<td>$298,340</td>
<td>$402,759</td>
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</tr>
<tr>
<td>C.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
<td></td>
<td>$52,900</td>
<td>$71,415</td>
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<tr>
<td>C.4) Final Restoration &amp; Clean-Up.</td>
<td>1.35 LS</td>
<td></td>
<td>$49,000</td>
<td>$66,150</td>
<td></td>
</tr>
<tr>
<td><strong>OPTION D. REPLACED CURVED GLAZING WITH NEW:</strong></td>
<td></td>
<td></td>
<td>$675,203</td>
<td></td>
<td></td>
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<tr>
<td>D.1) Glazing Demolition &amp; Prep.</td>
<td>1.35 LS</td>
<td></td>
<td>$131,950</td>
<td>$178,133 See Page 6 for estimate details.</td>
<td></td>
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<tr>
<td>D.2) New Glazing Assembly Construction.</td>
<td>1.35 LS</td>
<td></td>
<td>$331,600</td>
<td>$447,660</td>
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</tr>
<tr>
<td>D.3) Mechanical &amp; Electrical Revamping.</td>
<td>1.35 LS</td>
<td>NA</td>
<td>NA</td>
<td>Not applicable to Option B scope.</td>
<td></td>
</tr>
</tbody>
</table>

**MARK-UP NOTES:**

The above costs include a 35% estimate composite mark-up, with 24% intended for general contractor's general requirements, overhead & profit, bond & insurance, and B & O tax, and the remaining 11% for a compounded design contingency. Costs are in current dollars as a tentative anticipated bid opening date has not yet been addressed. Projected construction cost escalation should be factored into a final budget, along with taking into account potential long lead items. Sales tax and other soft costs, such as permitting, design fees, third party inspections, and owner's administration costs are not included.

For: BCRA

PRE-DESIGN ESTIMATE OPTIONS

From: Bill Acker Consulting Services
1) REVOLVING DOOR, AIR CURTAIN, NO VESTIBULE:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00 LS</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>Allowance for the project, including minor traffic control.</td>
</tr>
<tr>
<td>1.00 LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>Main entry temporary closed, directed to secondary entries</td>
</tr>
<tr>
<td>400.00 SF</td>
<td>$12.00</td>
<td>$4,800.00</td>
<td>Inside main entrance to protect and barricade, 40 LF x 10'.</td>
</tr>
<tr>
<td>650.00 SF</td>
<td>$8.00</td>
<td>$5,200.00</td>
<td>Per #6/A121, 65 LF x 10', balance remains.</td>
</tr>
<tr>
<td>400.00 SF</td>
<td>$5.00</td>
<td>$2,000.00</td>
<td>At main entry area, roughly 40' x 10'.</td>
</tr>
<tr>
<td>3.00 MD</td>
<td>$1,500.00</td>
<td>$4,500.00</td>
<td>To accommodate new revolving door and ADA push buttons.</td>
</tr>
<tr>
<td>4.00 MD</td>
<td>$960.00</td>
<td>$3,840.00</td>
<td>Allowance, including working in an occupied space premium.</td>
</tr>
</tbody>
</table>

1.1) Main Entry Demolition & Prep.: $37,040.00

- Miscellaneous backing, nailers & supports.
  - 2.00 MD $1,000.00 $2,000.00 Allowance at modified entrance.
- New aluminum storefront glazing.
  - 300.00 SF $110.00 $33,000.00 A121, in small quantities, with tie-ins, 30 LF x 10'.
- Add for automatic fully glazed doors, 8' high.
  - 2.00 Ea $10,400.00 $20,800.00 A121, each a single leaf with push-button door openers.
- Add for motorized revolving door.
  - 1.00 LS $40,000.00 $40,000.00 A121, nearly 10' round, power actuated.
- Field painting & touch-up.
  - 4.00 MD $1,000.00 $4,000.00 Allowance within modified area.
- New finish flooring & base.
  - 600.00 SF $20.00 $12,000.00 A121, allowance at both immediate interior & exterior areas.

1.2) New Entry Construction: $111,800.00

- Minor fire sprinkler protection revamping.
  - 2.00 MD $1,600.00 $3,200.00 A121, adjusting to modified floor plan layout.
- Minor HVAC revamping.
  - 2.00 MD $1,600.00 $3,200.00
- Add for an air curtain.
  - 1.00 LS $7,000.00 $7,000.00 In front of new entry double doors.
- Add for a new air balance.
  - 1.00 LS $35,000.00 $35,000.00 Allowance, based on mechanical consultant's budget.
- Minor electrical revamping.
  - 6.00 MD $1,600.00 $9,600.00 Minor revamping, equipment connections and misc.
- M&E submittals, pick-up & closeout.
  - 3.00 LS $3,500.00 $10,500.00 Allowance, including working in an occupied space premium.

1.3) Mechanical & Electrical Revamping: $68,500.00

- Final cuts, patches & restoration.
  - 4.00 MD $1,000.00 $4,000.00 A121, allowance at ceilings, walls and misc.
- Demobilize, final clean & punch list.
  - 10.00 MD $960.00 $9,600.00 Allowance, including working in an occupied space premium.

1.4) Final Restoration & Clean-Up: $13,600.00

$231,240

35% G.C. & Contingency Mark-Up: $312,174

2) TWO ENTRY VESTIBULES & AIR CURTAINS:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00 LS</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>Allowance for the project, including minor traffic control.</td>
</tr>
<tr>
<td>1.00 LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>Main entry temporary closed, directed to secondary entries</td>
</tr>
<tr>
<td>400.00 SF</td>
<td>$12.00</td>
<td>$4,800.00</td>
<td>Inside main entrance to protect and barricade, 40 LF x 10'.</td>
</tr>
<tr>
<td>300.00 SF</td>
<td>$12.00</td>
<td>$3,600.00</td>
<td>Per #6/A122, 30 LF x 10', balance remains.</td>
</tr>
<tr>
<td>400.00 SF</td>
<td>$5.00</td>
<td>$2,000.00</td>
<td>At main entry area, roughly 40' x 10'.</td>
</tr>
<tr>
<td>2.00 MD</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
<td>To accommodate new ADA push buttons.</td>
</tr>
<tr>
<td>3.00 MD</td>
<td>$960.00</td>
<td>$2,880.00</td>
<td>Allowance, including working in an occupied space premium.</td>
</tr>
</tbody>
</table>

2.1) Main Entry Demolition & Prep.: $33,280.00

- Miscellaneous backing, nailers & supports.
  - 1.00 MD $1,000.00 $1,000.00 Allowance at modified entrance.
- New aluminum storefront glazing.
  - 400.00 SF $110.00 $44,000.00 A122, in small quantities, with tie-ins, 40 LF x 10'.
- Add for 8' high fully glazed doors.
  - 8.00 Ea $5,400.00 $43,200.00 A122, 4' x 8' doors at modified entry.
- Add for automatic door opening hardware.
  - 4.00 Ea $5,000.00 $20,000.00 A122, half of door leafs with push-button door openers.
- Field painting & touch-up.
  - 4.00 MD $1,000.00 $4,000.00 Allowance within modified area.
- New finish flooring & base.
  - 600.00 SF $20.00 $12,000.00 A122, allowance at both immediate interior & exterior areas.

2.2) New Entry Construction: $124,200.00

- Minor fire sprinkler protection revamping.
  - 2.00 MD $1,600.00 $3,200.00 A122, adjusting to modified floor plan layout.
- Minor HVAC revamping.
  - 2.00 MD $1,600.00 $3,200.00
- Add for air curtains.
  - 2.00 LS $7,000.00 $14,000.00 In front of new entry double doors.
- Add for a new air balance.
  - 1.00 LS $35,000.00 $35,000.00 Allowance, based on mechanical consultant's budget.
- Minor electrical revamping.
  - 5.00 MD $1,600.00 $8,000.00 Minor revamping, connections and misc.
- M&E submittals, pick-up & closeout.
  - 3.00 LS $3,500.00 $10,500.00 Allowance, including working in an occupied space premium.

2.3) Mechanical & Electrical Revamping: $73,900.00

- Final cuts, patches & restoration.
  - 4.00 MD $1,000.00 $4,000.00 A122, allowance at ceilings, walls and misc.
- Demobilize, final clean & punch list.
  - 10.00 MD $960.00 $9,600.00 Allowance, including working in an occupied space premium.

2.4) Final Restoration & Clean-Up: $13,600.00

$244,980

For: BCRA

PRE-DESIGN ESTIMATE OPTIONS

From: Bill Acker Consulting Services
### 2) TWO ENTRY VESTIBULES & AIR CURTAINS:

- **35% G.C. & Contingency Mark-Up:** $330,723

#### 3) ONE ENTRY VESTIBULE & AIR CURTAIN:

<table>
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<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization &amp; staging.</td>
<td>1.00 LS</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Detouring main entry public access.</td>
<td>1.00 LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Temporary interior construction walls.</td>
<td>400.00 SF</td>
<td>$12.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Removal of existing storefront &amp; doors.</td>
<td>300.00 SF</td>
<td>$12.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Removal of existing finish flooring &amp; prep.</td>
<td>400.00 SF</td>
<td>$5.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Possible floor slab cuts &amp; patches.</td>
<td>2.00 MD</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
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<tr>
<td>Main entry cuts, clean-up &amp; pick-up.</td>
<td>3.00 MD</td>
<td>$960.00</td>
<td>$2,880.00</td>
</tr>
<tr>
<td>Misc. from 3.1) Main Entry Demolition &amp; Prep.</td>
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<td>$33,280.00</td>
</tr>
<tr>
<td>Miscellaneous backing, nailers &amp; supports.</td>
<td>1.00 MD</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>New aluminum storefront glazing.</td>
<td>300.00 SF</td>
<td>$110.00</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>Add for 8' high fully glazed doors.</td>
<td>4.00 Ea</td>
<td>$5,400.00</td>
<td>$21,600.00</td>
</tr>
<tr>
<td>Add for automatic door opening hardware.</td>
<td>2.00 Ea</td>
<td>$5,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Field painting &amp; touch-up.</td>
<td>4.00 MD</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>New finish flooring &amp; base.</td>
<td>600.00 SF</td>
<td>$20.00</td>
<td>$12,000.00</td>
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<tr>
<td>Misc. from 3.2) New Entry Construction.</td>
<td></td>
<td></td>
<td>$81,600.00</td>
</tr>
<tr>
<td>Minor fire sprinkler protection revamping.</td>
<td>2.00 MD</td>
<td>$1,600.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>Minor HVAC revamping.</td>
<td>2.00 MD</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Add for air curtain.</td>
<td>1.00 LS</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Add for a new air balance.</td>
<td>1.00 LS</td>
<td>$35,000.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>Minor electrical revamping.</td>
<td>5.00 MD</td>
<td>$1,600.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>M&amp;E submittals, pick-up &amp; closeout.</td>
<td>3.00 LS</td>
<td>$3,500.00</td>
<td>$10,500.00</td>
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<tr>
<td>Misc. from 2.3) Mechanical &amp; Electrical Revamping.</td>
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<td></td>
<td>$66,900.00</td>
</tr>
<tr>
<td>Final cuts, patches &amp; restoration.</td>
<td>4.00 MD</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Demobilize, final clean &amp; punch list.</td>
<td>10.00 MD</td>
<td>$960.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>Misc. from 2.4) Final Restoration &amp; Clean-Up.</td>
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<td></td>
<td>$13,600.00</td>
</tr>
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</table>

#### 35% G.C. & Contingency Mark-Up: $195,380

**Total EST:** $326,733

### 3) ONE ENTRY VESTIBULE & AIR CURTAIN:

- **35% G.C. & Contingency Mark-Up:** $195,380

### A) SEGMENTED CURTAIN WALL REPLACEMENT:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization &amp; staging.</td>
<td>1.00 LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Add for traffic control and coordination.</td>
<td>1.00 LS</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Temporary interior construction walls.</td>
<td>1,800.00 SF</td>
<td>$12.00</td>
<td>$21,600.00</td>
</tr>
<tr>
<td>Install temporary exterior scaffolding.</td>
<td>3,250.00 SF</td>
<td>$14.00</td>
<td>$45,500.00</td>
</tr>
<tr>
<td>Remove existing glazed curtain wall.</td>
<td>1,710.00 SF</td>
<td>$15.00</td>
<td>$25,650.00</td>
</tr>
<tr>
<td>Exterior wall demo coordination &amp; pick-up.</td>
<td>10.00 MD</td>
<td>$920.00</td>
<td>$9,200.00</td>
</tr>
<tr>
<td>Misc. from A.1) Glazing Demolition &amp; Prep.</td>
<td></td>
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<td>$131,950.00</td>
</tr>
<tr>
<td>Miscellaneous backing, nailers &amp; supports.</td>
<td>4.00 MD</td>
<td>$950.00</td>
<td>$3,800.00</td>
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<tr>
<td>New curtain wall glazing, segmented.</td>
<td>1,710.00 SF</td>
<td>$140.00</td>
<td>$239,400.00</td>
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<tr>
<td>Add for hoisting &amp; equipment.</td>
<td>1.00 LS</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Misc. from A.2) New Glazing Assembly Construction.</td>
<td></td>
<td></td>
<td>$263,200.00</td>
</tr>
<tr>
<td>Restore existing exterior &amp; interior walls.</td>
<td>170.00 LF</td>
<td>$100.00</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Removal of temporary scaffolding.</td>
<td>1.00 LS</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Final interior cuts, patches &amp; restoration.</td>
<td>4.00 MD</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Demobilize, final clean &amp; punch list.</td>
<td>10.00 MD</td>
<td>$960.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>Misc. from A.4) Final Restoration &amp; Clean-Up.</td>
<td></td>
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<td>$36,600.00</td>
</tr>
</tbody>
</table>

#### A) SEGMENTED CURTAIN WALL REPLACEMENT:

- **35% G.C. & Contingency Mark-Up:** $431,750

**Total EST:** $582,863
## A1) WITH REINFORCED STOREFRONT GLAZING:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Mobilization & Staging
- 1.00 LS $10,000.00 $10,000.00 Allowance for the entire project.

### Add for Traffic Control and Coordination
- 1.00 LS $20,000.00 $20,000.00 Main entry is close to a semi-busy South 35th St

### Temporary Interior Construction Walls
- 1,800.00 SF $12.00 $21,600.00 In the Atrium to protect from weather & intrusion, 45 LF x 40’

### Install Temporary Exterior Scaffolding
- 3,250.00 SF $14.00 $45,500.00 Outside of glazing to be replaced, 50 LF x 65’

### Remove Existing Glazed Curtain Wall
- 1,710.00 SF $15.00 $25,650.00 Curved, roughly 45 LF x 38’ at high elevations

### Exterior Wall Demo Coordination & Pick-up
- 10.00 MD $920.00 $9,200.00 Allowance, including an occupied space premium.

### Primary Vertical 10' x 10' Tube Steel Columns
- 120.00 LF $200.00 $24,000.00 1/A201, at each vertical segment for lateral support, 3/40’

### Secondary Vertical Tube Steel Columns
- 240.00 LF $90.00 $21,600.00 Behind the balance of vertical glass breaks, 6/40’

### Add for Tube Steel Horizontal Mullions
- 405.00 LF $80.00 $32,400.00 Matching the glazed breaks in 1/A201, 9 @ 45 LF

### Add for Nailers, Tie-ins & Prep
- 12.00 MD $1,000.00 $12,000.00 Allowance at 1/A201 glazed panel edges & misc.

### New Aluminum Storefront Glazing, Segmented
- 1,710.00 SF $90.00 $153,900.00 Matching 1/A201 configuration, segmented, 45 LF x 38’

### Add for Storefront Flashings & Trim
- 765.00 LF $30.00 $22,950.00 Allowance at 1/A201 glazed panel perimeter edges

### Add for Hoisting & Equipment
- 1.00 LS $25,000.00 $25,000.00 Allowance for crane time and mobilization.

### Add for Repairs & Restoration at Top of Glazing
- 45.00 LF $200.00 $9,000.00 1/A311, allowance at top of new vertical column tie-ins

### Restore Existing Exterior & Interior Walls
- 170.00 LF $100.00 $17,000.00 Allowance for minor damage around glazing perimeter.

### Removal of Temporary Scaffolding
- 1.00 LS $6,000.00 $6,000.00 Allowance near the end of project completion.

### Final Interior Cuts, Patches & Restoration
- 6.00 MD $1,000.00 $6,000.00 Allowance at ceilings, walls and misc.

### Demobilize, Final Clean & Punch List
- 12.00 MD $960.00 $11,520.00 Allowance, including working in an occupied space premium.

### A1.2) New Glazing Assembly Construction
- $20,000.00

### A1.4) Final Restoration & Clean-Up
- $14,400.00

### 35% G.C. & Contingency Mark-Up
- $638,992

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## B) A SEGMENTED FRAMED WALL WITH WINDOWS:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
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</tbody>
</table>

### Mobilization & Staging
- 1.00 LS $10,000.00 $10,000.00 Allowance for the entire project.

### Add for Traffic Control and Coordination
- 1.00 LS $20,000.00 $20,000.00 Main entry is close to a semi-busy South 35th St

### Temporary Interior Construction Walls
- 1,800.00 SF $12.00 $21,600.00 In the Atrium to protect from weather & intrusion, 45 LF x 40’

### Install Temporary Exterior Scaffolding
- 3,250.00 SF $14.00 $45,500.00 Outside of glazing to be replaced, 50 LF x 65’

### Remove Existing Glazed Curtain Wall
- 1,710.00 SF $15.00 $25,650.00 Curved, roughly 45 LF x 38’ at high elevations

### Exterior Wall Demo Coordination & Pick-up
- 10.00 MD $920.00 $9,200.00 Allowance, including an occupied space premium.

### Primary Vertical 10' x 10' Tube Steel Columns
- 120.00 LF $200.00 $24,000.00 1/A202, at each vertical segment for lateral support, 3/40’

### Exterior Wall Framed Assembly
- 1,710.00 SF $24.00 $41,040.00 Gage framing, furring, sheathing & batts, 45 LF x 38’

### Add for Nailers, Tie-ins & Prep
- 5.00 MD $1,000.00 $5,000.00 Allowance with new tube steel and perimeter tie-ins

### New Commercial Aluminum Windows
- 720.00 SF $85.00 $61,200.00 1/A202, 2 @ 10’ x 6’

### Exterior Composite Wall Panels & Trim
- 1,500.00 SF $60.00 $90,000.00 1/A202, with a rainscreen system, less some window area

### Interior Wall Finishes
- 1,800.00 SF $8.00 $14,400.00 Painted G WB and nominal trim, 45 LF x 40’

### Add for Hoisting & Equipment
- 1.00 LS $25,000.00 $25,000.00 Allowance for crane time and mobilization.

### Add for Repairs & Restoration at Top of Glazing
- 45.00 LF $200.00 $9,000.00 1/A311, allowance at top of new vertical column tie-ins

### Restore Existing Exterior & Interior Walls
- 170.00 LF $100.00 $17,000.00 Allowance for minor damage around glazing perimeter.

### Removal of Temporary Scaffolding
- 1.00 LS $6,000.00 $6,000.00 Allowance near the end of project completion.

### Final Interior Cuts, Patches & Restoration
- 10.00 MD $1,000.00 $10,000.00 Allowance at ceilings, walls and misc.

### Demobilize, Final Clean & Punch List
- 15.00 MD $960.00 $14,400.00 Allowance, including working in an occupied space premium.

### B.2) New Glazing Assembly Construction
- $269,640.00

### B.4) Final Restoration & Clean-Up
- $47,400.00

### 35% G.C. & Contingency Mark-Up
- $606,137

---

For: BCRA

PRE-DESIGN ESTIMATE OPTIONS

From: Bill Acker Consulting Services
C) NEW GLAZING IN DELETED ATRIUM SPACE:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
</table>
| 1.00     | LS   | $10,000.00 | $10,000.00 | Allowance for the entire project.  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Main entry is close to a semi-busy South 35th St  
| 2,100.00 | SF   | $12.00   | $25,200.00 | 1/A311, inside the Atrium, 50 LF x 14' x 3 floor levels  
| 3,250.00 | SF   | $14.00   | $45,500.00 | Outside of glazing to be replaced, 50 LF x 65'  
| 1,710.00 | SF   | $15.00   | $25,650.00 | Curved, roughly 45 LF x 38' at high elevations.  
| 60.00    | LF   | $50.00   | $3,000.00  | Allowance to prepare for new A125 & 1/A311 sloped roof  
| 15.00    | MD   | $920.00  | $13,800.00 | Allowance, including an occupied space premium.  
| 780.00   | SF   | $30.00   | $23,400.00 | A125, 1/A311, gage framing, decking & tie-ins, 65' x 12'.  
| 780.00   | SF   | $45.00   | $35,100.00 | A125, 1/A311, with rigid insulation, flashings & drainage.  
| 1,890.00 | SF   | $20.00   | $37,800.00 | 1/A311, gage framing, sheathing & bats, 45 LF x 14' x 3  
| 720.00   | SF   | $85.00   | $61,200.00 | 1/A203, 12 @ 10' x 6'.  
| 1,600.00 | SF   | $60.00   | $96,000.00 | 1/A203, with a rainscreen system, less some window area  
| 1,890.00 | SF   | $6.00    | $11,340.00 | Painted GWB and nominal trim, 45 LF x 14' x 3 floor levels.  
| 1.00     | LS   | $15,000.00 | $15,000.00 | Allowance for crane time and mobilization.  
| 45.00    | LF   | $200.00  | $9,000.00  | 1/A311, allowance at top of new vertical column tie-ins  
| 10.00    | MD   | $950.00  | $9,500.00  | Allowance, including working in an occupied space premium.  
| 4.00     | MD   | $1,600.00 | $6,400.00  | 1/A311 adjusting to modified reconfiguration.  
| 4.00     | MD   | $1,600.00 | $6,400.00  |  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Allowance, with the Atrium space deleted.  
| 6.00     | MD   | $1,600.00 | $9,600.00  | 1/A311 adjusting to modified reconfiguration.  
| 3.00     | LS   | $3,500.00 | $10,500.00 | Allowance, including working in an occupied space premium.  
| 170.00   | LF   | $80.00   | $13,600.00 | Allowance around the demo'd glazing perimeter.  
| 1.00     | LS   | $6,000.00 | $6,000.00  | Allowance near the end of project completion.  
| 15.00    | MD   | $1,000.00 | $15,000.00 | Allowance at ceilings, walls and misc.  
| 19.00    | MD   | $1,000.00 | $14,400.00 | Allowance, including working in an occupied space premium.  
| 4.00     | MD   | $960.00  | $3,800.00  | Allowance in preparation of new curtain wall glazing  
| 1.00     | LS   | $180.00  | $307,800.00 | Matching 1/A201 configuration, segmented, 45 LF x 38'  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Allowance for crane time and mobilization.  
| 170.00   | LF   | $100.00  | $17,000.00 | Allowance for minor damage around glazing perimeter.  
| 1.00     | LS   | $6,000.00 | $6,000.00  | Allowance near the end of project completion.  
| 4.00     | MD   | $1,000.00 | $4,000.00  | Allowance at ceilings, walls and misc.  
| 10.00    | MD   | $960.00  | $9,600.00  | Allowance, including working in an occupied space premium.  

C.1) Glazing Demolition & Prep: $143,150.00  
C.2) New Glazing Assembly Construction: $298,340.00  
C.3) Mechanical & Electrical Revamping: $52,900.00  
C.4) Final Restoration & Clean-Up: $49,000.00  

C) NEW GLAZING IN DELETED ATRIUM SPACE: $543,390  
35% G.C. & Contingency Mark-Up: $733,577

D) REPLACED CURVED GLAZING WITH NEW:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>$$$</th>
<th>Est. Cost</th>
</tr>
</thead>
</table>
| 1.00     | LS   | $10,000.00 | $10,000.00 | Allowance for the entire project.  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Main entry is close to a semi-busy South 35th St  
| 1,800.00 | SF   | $12.00   | $21,600.00 | In the Atrium to protect from weather & intrusion, 45 LF x 40'  
| 3,250.00 | SF   | $14.00   | $45,500.00 | Outside of glazing to be replaced, 50 LF x 65'  
| 1,710.00 | SF   | $15.00   | $25,650.00 | Curved, roughly 45 LF x 38' at high elevations.  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Allowance near the end of project completion.  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Allowance at ceilings, walls and misc.  
| 4.00     | MD   | $960.00  | $9,600.00  | Allowance, including working in an occupied space premium.  
| 4.00     | MD   | $950.00  | $3,800.00  | Allowance in preparation of new curtain wall glazing  
| 1,710.00 | SF   | $180.00  | $307,800.00 | Matching 1/A201 configuration, segmented, 45 LF x 38'  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Allowance for crane time and mobilization.  
| 170.00   | LF   | $100.00  | $17,000.00 | Allowance for minor damage around glazing perimeter.  
| 1.00     | LS   | $6,000.00 | $6,000.00  | Allowance near the end of project completion.  
| 4.00     | MD   | $1,000.00 | $4,000.00  | Allowance at ceilings, walls and misc.  
| 10.00    | MD   | $960.00  | $9,600.00  | Allowance, including working in an occupied space premium.  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Allowance near the end of project completion.  
| 1.00     | LS   | $20,000.00 | $20,000.00 | Allowance at ceilings, walls and misc.  
| 10.00    | MD   | $960.00  | $9,600.00  | Allowance, including working in an occupied space premium.  

D.1) Glazing Demolition & Prep: $131,950.00  
D.2) New Glazing Assembly Construction: $331,600.00  
D.4) Final Restoration & Clean-Up: $36,600.00

For: BCRA  
Pre-Design Estimate Options  
From: Bill Acker Consulting Services
<p>| | | |</p>
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<tbody>
<tr>
<td><strong>D) REPLACED CURVED GLAZING WITH NEW:</strong></td>
<td>$500,150</td>
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<tr>
<td><strong>35% G.C. &amp; Contingency Mark-Up:</strong></td>
<td>$675,203</td>
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</tbody>
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APPENDIX B

Signature Page
SIGNATURE PAGE

CITY OF TACOMA
TACOMA POWER | POWER SHARED SERVICES

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the request for qualifications near the beginning of the specification. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR QUALIFICATIONS SPECIFICATION NO. PS24-0094F
ADMINISTRATIVE BUILDING NORTH ENTRY & ATRIUM REPLACEMENT

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer’s Registered Name

Signature of Person Authorized to Enter into Contracts for Bidder/Proposer

Address

Date

City, State, Zip

Printed Name and Title

Authorized Signatory E-Mail Address

(Area Code) Telephone Number / Fax Number


State Business License Number

in WA, also known as UBI (Unified Business Identifier) Number

Authorized Signatory E-Mail Address

State Contractor’s License Number

(See Ch. 18.27, R.C.W.)

E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____
APPENDIX C

Sample Contract
THIS CONTRACT, made and entered into effective as of the ____ day of __________, 20__ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and [INSERT legal name of Supplier exactly as it appears in Ariba], (hereinafter referred to as “CONTRACTOR”);

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

   The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

2. Order of Precedence

   To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) __________, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit ____, Exhibit _____. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

3. Changes to Scope of Work

   The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. On Call Contracts

   If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

5. Term
All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

6. Renewals

At CITY’s sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

7. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

8. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

9. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR’S full and complete performance of the Scope of Work hereunder shall not exceed $ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR’S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

10. Payment

CONTRACTOR shall submit XXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY’S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
Payment shall be made through the CITY’S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

11. Payment Method

The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

12. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR’s status as an independent Contractor hereunder, no workers’ compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of those said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney’s fees.

13. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs.
within one year from ________ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer’s guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

14. Reliance on CITY Provided Data or Information

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

15. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

16. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

17. Right to Audit

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection
audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY’s audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY’s findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service, CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City’s custody and control.

19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<table>
<thead>
<tr>
<th>CITY:</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>Telephone No.:</td>
</tr>
<tr>
<td>E-mail:</td>
<td>E-mail:</td>
</tr>
</tbody>
</table>
In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY’s own reasons and without cause due to the CONTRACTOR’s actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

21. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days’ written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR’S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Taxes

Unless stated otherwise in Exhibit A, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney’s fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR’s total compensation.

23. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

24. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject
matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys’ fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR’s duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR’s negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

25. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR’S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

26. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

27. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, 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 disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

28. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY’S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

29. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

30. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for
such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the “Notices” provision herein.

31. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

32. Duty of Confidentiality

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 (“Rules”) to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR
performs activities under the Contract, a "Service Provider." "Service Provider" will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

33. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY’s prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services (“Project Abstract”). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

34. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY’S right to terminate authorized by this Contract.

35. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
Waiver
A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival
If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement
This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification
No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Contract.

Direct Solicitation and Negotiation
For service contracts valued $25,000 or less the City signature authorizes waiver of competitive solicitation by “Direct Solicitation and Negotiation” of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.
IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:  
By:  

CONTRACTOR:  
By:  

(City of Tacoma use only - blank lines are intentional)

Director of Finance:

City Attorney (approved as to form):

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:
APPENDIX D

City of Tacoma Insurance Requirements
This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:
   1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as additional insured
   1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
   1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma
   1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured
   1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department
   1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
   1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella

1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
   1.4.1. An ACORD certificate or equivalent
   1.4.2. Copies of requested endorsements

1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.

1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.

1.8. “Claims-Made” coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.

1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.

1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.

1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.

1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.

1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.
2. **SUBCONTRACTORS**

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. **REQUIRED INSURANCE AND LIMITS**

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 **Commercial General Liability Insurance**

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 **Workers’ Compensation**

Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.3 **Employers’ Liability Insurance**

Contractor shall maintain Employers’ Liability coverage with limits not less than One Million Dollars ($1,000,000) each employee, One Million Dollars ($1,000,000) each accident, and One Million Dollars ($1,000,000) policy limit.

3.4 **Professional Liability Insurance or Errors and Omissions**

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars ($2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.5 **Other Insurance**

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.