



University District Public Development Authority (UDPDA)  
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**University District Public Development Authority**

**REQUEST FOR QUALIFICATIONS**

Released Monday, June 24, 2024

<p><b><u>RFQ TITLE:</u> 400-Block Architectural Services</b>  <b><u>RFQ COORDINATOR:</u></b> Juliet Sinisterra, CEO,          UDDA, info@spokaneudistrict.org</p> <p><b><u>PRE-PROPOSAL CONFERENCE:</u> July 2, 2024,          at 1 PM Pacific via Zoom (see email for link)</b>  <b><u>QUESTION DEADLINE:</u> July 9, 2024</b></p>	<p><b><u>PROPOSAL DUE DATE:</u> Tuesday, July 23, 2024, by 1:00 PM Pacific</b></p> <p><b><u>PROPOSAL SUBMITTAL:</u></b>          All Proposals shall be submitted via email to          info@spokaneudistrict.org</p>
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## GENERAL INFORMATION

### 1.1 COMMUNICATION

All communication between the Proposer and the University District Public Development Authority (hereinafter “UDPDA”) shall be with the Request for Qualifications Coordinator. Any communication directed to other parties is prohibited.

### 1.2 INTRODUCTION

The UDPDA is seeking a highly experienced architecture firm (“Firm”) with a visionary but practical approach for transforming the 400-Block of Sprague Avenue—a catalytic parcel at the South Landing of the University District Gateway Bridge—in a manner that improves the south sub-area’s overall urban experience; brings vibrancy to the center of the south sub-area through uses that can activate the potential development of a city-owned urban pocket park and festival street; builds on the District’s emerging life sciences, innovation and eco-district; attracts additional private redevelopment; furthers the District’s mobility initiatives with an emphasis on pedestrian, transit, and bicycle traffic; and supports the UDPDA’s commitment to regenerative urban design.

The UDPDA desires a Firm with expertise and a proven track record in all of these areas:

- designing mixed-use projects;
- producing aspirational architecture and high-quality results;
- designing sustainable buildings;
- designing parking structures that deliver parking revenue;
- creating buildings and planning construction utilizing sustainable materials such as mass timber;
- costing conceptual design projects and conducting real estate financial feasibility analysis; and
- exceptional public engagement skills and follow-through.

This RFQ encompasses a two-phase process: Phase One deliverable is a site Conceptual Design, and Cost and Real Estate Development Analysis based on UDPDA prescribed programmatic uses (see Attachment 2); Phase Two is Schematic Design and Construction Documents, upon the UDPDA’s successful purchase of the site. The UDPDA reserves the right to only pursue Phase One of this scope at its discretion.

These architecture services will provide a comprehensive architectural plan for the 400-Block as well as build on the established U Vision 2044 goals and strategies and the District Conceptual Plan in progress; will be informed by the University District’s 12 Baseline Ecosystem Services; and will be a model for future urban development that supports [nature-positive](#) and carbon zero net loss.

As an innovative life sciences and energy district, the UDPDA seeks to be a national leader in how an ecological framework can inform urban design and development that preserves the long-term health of the district’s entire ecosystem, responds to the Earth’s ecological limits, and serves as a “living lab” for the district’s six higher education institutions.

For the past two years, the UDPDA has conducted board and stakeholder strategic feedback sessions and hired expert consultants to research and deliver studies related to sustainable design and development and long-term planning in the University District (UD). The cumulative result of those efforts is the “U Vision 2044 Strategic Plan”: a comprehensive, consensus-driven roadmap for the UD’s future and the District Conceptual Plan now underway with Mithun.

Developing an architectural framework for urban design and development that is regenerative and supports the biodiversity of life is critical at this point in history. Urban environments rely on healthy

ecosystem services to thrive, such as clean air, water, and pollinators. Because 55% of the world's population now lives in urban environments, it is imperative that urban design and development contribute to the well-being and sustainability of the ecosystems of which they are a part.

For the next 20 years, the UDPDA is committed to putting nature's lessons into practice and implementing sustainable systems that support lasting community, environmental, and equitable economic health. The final deliverables from this RFQ should reflect that objective and endure for years to come.

## **Background**

Spokane's University District ([www.spokaneudistrict.org](http://www.spokaneudistrict.org)) is unique: A live/learn/work/play confluence of innovation, discovery, entrepreneurship, scholarship, and neighborhood revitalization. The District is centrally located between the large medical/hospital complex on Spokane's South Hill and five major universities (Eastern Washington University, Gonzaga University, University of Washington, Washington State University Health Sciences Spokane, and Whitworth University), two medical schools, and Spokane's community colleges.

It also is home to a nationally recognized smart city test bed and a burgeoning life sciences ecosystem. As such, the University District is an idea-generating and innovation-focused community to its core. The District acts as an urban laboratory for the creation of new knowledge and applied, community-engaged research, resulting in increased regional prosperity and improved quality of life.

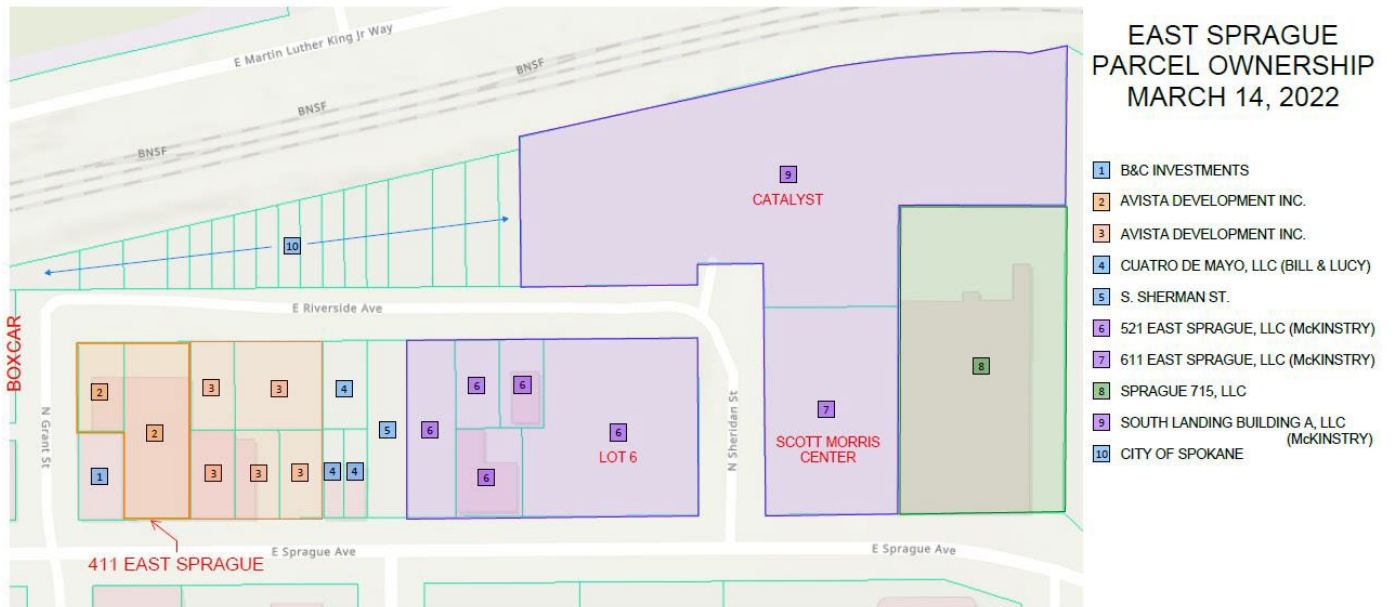
The University District Public Development Authority is a quasi-municipal corporation organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757, and established by City of Spokane Ordinance C34933 in 2012. The purpose of the UDPDA is to advance economic development and infrastructure improvements that serve a public benefit within the University District Revitalization Area (UDRA). The UDPDA can assist development projects with reimbursement for improvements that are dedicated to and for the benefit of the public.

In November 2019, City of Spokane Ordinance C35828 approved an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the UDPDA board and amended the charter and bylaws of the organization. The UDPDA follows the purchasing and procurement policies of the City of Spokane as it relates to public works contracts.

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the City's Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements before submitting a Proposal that includes current or former City officers or employees. The UDPDA follows the purchasing and procurement policies of the City of Spokane as it relates to public works contracts.

## **Site Context and Project Information**

The UDPDA has a purchase option for the Property which is approximately 49,223 SF and is bounded by N Grant St on the west, East Sprague Ave on the south, E Riverside Ave on the north, and N Sherman St on the east.



The Property can be accessed from the latter three streets. The current Property owner, Avista Development Corp., has demolished existing structures and completed environmental remediation. Arrangements are being made to relocate the Verizon cell tower which is currently located on the 420 E. Riverside Avenue parcel.

The Property is located immediately south of the University District Gateway Bridge (bike/pedestrian bridge) which straddles the BNSF rail line and connects the north and south University District. It also is close to the Catalyst Building and the Scott Morris Center for Energy Innovation office building as well as the newly completed Boxcar apartment complex. The City of Spokane, the UDPDA, Avista, and others have invested more than \$40 million in infrastructure in the South University District which directly benefits the Property. In short, the 400-Block is a highly desirable location in the District, with the necessary infrastructure in place or scheduled for completion.

The proposed development site has two outparcels (see the Parcel Ownership site map March 14, 2022). To the east, Cuatro De Mayo, LLC owns tax parcel numbers 35173.1214 and 35173.1219, which are 9,583 SF. These parcels are improved with a small office building and a surface parking lot. On the southwest corner, B&C Investments owns tax parcel number 35173.1210, which is 5,227 SF. This parcel is improved with a small building. Both of these owners have indicated an interest in having their property included in the development of the block. These outparcels are currently leased to third parties, but the owners have confirmed the leases contain demolition clauses. In both cases, the owners' primary interest is in joint venture participation.

The Property is zoned DTU by the City of Spokane. The DTU zone supports the mix of uses contemplated for the Project. The addresses and tax parcel numbers for the Property are as follows. A copy of the Preliminary Title Report for the Property is available on request.

<a href="#">411 E. Sprague Avenue</a>	35173.1208
<a href="#">415 E. Sprague Avenue</a>	35173.1211
<a href="#">415 E. Sprague Avenue - parcel directly north</a>	35173.1207
<a href="#">419 E. Sprague Avenue</a>	35173.1212
<a href="#">425 E. Sprague Avenue</a>	35173.1213
<a href="#">420 E. Riverside Avenue</a>	35173.1220
<a href="#">12 N. Grant Street</a>	35173.1209

The UDPDA envisions a mixed-use development of the Property, including the following (approx.):

- 34,200 SF UD Recreation /Wellness Center consisting of a 60-foot Climbing Gym
- Mixed Use Office Space for three tenants including:
  - o Spokane Sports (5,350 SF);
  - o Whitworth University’s Continuing Education and MBA programs (6,000 SF); and
  - o UD Co-Working Facility (8,300 SF)
  - o Shared Space (2,500)
- 5,000 SF Childcare Center with adjacent code-required outdoor recreational space
- On-site parking for up to 100 cars
- Possible incorporation of housing above

A preliminary program listing is provided via Attachment 2 and a more detailed program listing will be provided upon award of the contract.

Phase One to include the following components:

- Zoning Code Summary and Analysis
- Conceptual Site Plan and Floor Plans including square footage summaries and parking counts
- Conceptual Building Sections
- Building Conceptual Renderings
- Real Estate Financial Feasibility Analysis
- Construction Cost Estimate

For additional context, please review these past vision- and planning-related documents:

- [District Conceptual Plan RFP](#) (underway with Mithun) and [Q&A](#)
- [400 Block RFP](#) and [Q&A](#) (note: this RFP was awarded but the project did not progress)
- [Spokane Climbing Gym presentation](#)
- [U Vision 2044 Goals and Strategies](#)
- [Greene Economics UD Ecological Assets and Performance Standards Final Report](#)
- [Greene Economics UD Ecological Assets and Performance Standards presentation](#) (this slide deck includes the 12 Baseline Ecosystem Services, see slide 13)
- [Greene Economics Bibliography Synthesis Technical Memo](#)
- [Spokane Beat the Heat: Correlations of Urban Heat with Race and Income in Spokane, WA](#)

- [Cascadia Partners Urban Amenities Research and Analysis for the South UD](#)
- [Center-Based Planning Transit-Oriented Development Study](#)
- [South Logan Transit Oriented Development Study](#)
- [City of Spokane South Sub Area Plan](#)
- [University District Site Suitability for Stormwater Management](#)
- [Desman Design Management Site Analysis Report \(December 2021\)](#)
- [Desman Shared Parking Analysis](#), Aug 2020
- [Desman Shared Parking Analysis Scenarios Presentation](#), Aug 2020



TOD Study illustration by Center-Based Planning of South University District and hypothetical 400-Block development

### 1.3 MINIMUM QUALIFICATIONS

The Proposer must be able to become licensed to do business in the State of Washington, if not licensed already. To accomplish the work, the Proposer must have:

1. Experience in the design and delivery of mixed-use urban projects with a variety of stakeholders;
2. Experience in developing exceptional architectural renderings and visual materials for outreach and communication;
3. Experience in the design of urban architecture and use of materials that respond to the nature of place, ecological limits, and regenerative biodiversity;
4. Experience in the costing of construction specifically regarding sustainable products and systems;
5. Experience in the analysis and feasibility of urban mixed-use real estate development;
6. Knowledge of the City's Design Standards; and
7. The ability to communicate effectively verbally and visually to diverse stakeholders and community partners at the civic level.

### 1.4 CONTRACT PERIOD

Any contract resulting from Phase One of this RFQ will run through December 31, 2024. Phase Two contract will be negotiated upon the successful purchase of the site by the UDPDA. The contract is

renewable upon mutual agreement. The UDPDA reserves the right to only pursue Phase One of this scope at its discretion.

### 1.5 ADDENDA

It is the responsibility of Proposers to check the UDPDA's [Publications page](#) on its website for Addenda or other additional information that may be posted regarding this Request for Qualifications.

### 1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQ and contracting with the UDPDA are included by reference and attached to this RFQ as Attachment 1.

### 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

RFQ Information Session via Zoom (optional)	7/2/24 – 1:00 PM Pacific
Question Deadline	7/9/24 – 1:00 PM Pacific
<b>Proposals Due</b>	<b>7/23/24 – 1:00 PM Pacific</b>
Proposal Evaluation, Negotiation, and Contract Award	By August 9, 2024
Begin Phase 1 Contract Work	August 26, 2024
Complete Phase 1 Contract Work	November 30, 2024

The UDPDA reserves the right to revise the above schedule.

### 1.8 DEFINITIONS

Definitions for the purposes of this RFQ include:

**UDPDA** – The University District Public Development Authority—a Washington State quasi-municipal corporation—is issuing this RFQ.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the UDPDA and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** – Individual or Firm submitting a Proposal to attain a contract with the UDPDA.

**Request for Qualifications (RFQ)** – A formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

## 2. SCOPE OF SERVICES

### 2.1 SCOPE OF SERVICES

The UDPDA anticipates that the scope of services to be performed by the Firm may include, but not be limited to, any or all of the following activities and proposed timeline:

**August 2024:** Phase 1 Kick-off Meeting

**September 2024:** Meet with UDPDA project manager weekly, meet with City staff as needed, and present preliminary concept design to UD Development Committee on September 10.

**October 2, 2024:** Present Phase One concept design to UDPDA Board

**October 31, 2024:** Finalize Phase One deliverables

**2025:** Phase Two Option to Proceed

### **3. PROPOSAL CONTENT**

#### **3.1 PREPARATION OF PROPOSAL**

Proposals shall be clear, concise, in sequential order, and titled as Letter of Submittal, Management Proposal, and Qualifications Proposal.

#### **3.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any sub-consultants in the Letter of Submittal:

- A. Introduction to the Proposal
- B. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written;
- C. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate;
- D. Identification of any current or former employees employed by or serving on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- E. Acknowledgment that the Firm will comply with all UDPDA Terms and Conditions (see Attachment 1) unless otherwise agreed to by the UDPDA.

#### **3.3 MANAGEMENT PROPOSAL**

Proposal content for this section shall include an understanding of the UDPDA's requirements with a comprehensive proposed approach, methodology, and work plan. The UDPDA anticipates a two-phase approach to the 400-Block project: Phase One Conceptual Design and Cost Analysis; and Phase Two Schematic Design and Construction Documents. Please provide information on both phases in your proposal. Proposal content should not reference or mention monetary values.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the two phases of the scope of services.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the two phases of the scope of the project as described. Per Section 2.1, include a project schedule with estimated time periods for elements of work and deliverables. If applicable, provide the name(s), and address of any sub-consultant(s) and what services they may provide. Include any required involvement by UDPDA staff.

#### **3.4 QUALIFICATIONS PROPOSAL**

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the two phases of the scope of services. Proposal content should not reference or mention monetary values.

- A. Indicate the experience the Firm, staff, and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing the project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify the person within the Firm who will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include the percentage of time each will be assigned to the project. Describe how the Firm will respond proactively to issues and project scope changes. Resumes may be included limited to one (1) page per person. The Firm shall commit that staff identified in its



Proposal will perform the assigned work. Any staff substitution must have the UDPDA’s prior approval.

- B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of four (4) contracts that relate to the Firm’s ability to perform the services needed under this RFQ. Provide contract period, contact names, phone numbers, and e-mail addresses. Do not include UDPDA staff as references. The Firm grants permission to the UDPDA to contact the list provided.
- C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm’s non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer or (b) litigated and such litigation determined that the Proposer was in default. Provide the other party’s name, address, phone number, and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

#### 4. PROPOSAL SUBMISSION AND EVALUATION

##### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted in PDF format via email to [info@spokaneudistrict.org](mailto:info@spokaneudistrict.org) no later than Tuesday, July 23, 2024, at 1:00 PM Pacific. **Hard paper or faxed copies will not be accepted. Late proposals will not be accepted.** Please note that all proposals are public records and are subject to release pursuant to a valid public records request (see Section 9 of Attachment 1, Terms and Conditions).

##### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this RFQ and any addenda issued. The UDPDA, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview will be considered binding. The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

##### 4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

<b>MANAGEMENT PROPOSAL – 50%</b>		
Project Approach/Methodology/Understanding	40 Points (Maximum)	100 points
Quality of Work Plan & Alignment to Scope	25 Points (Maximum)	
Project Timeline	10 Points (Maximum)	
Project Deliverables	25 Points (Maximum)	
<b>QUALIFICATIONS PROPOSAL – 50%</b>		
Project Team Structure/Internal Controls	30 Points (Maximum)	100 points
Staff Qualifications/Experience	40 Points (Maximum)	
Firm Project Experience	30 Points (Maximum)	
<b>GRAND TOTAL FOR PROPOSAL</b>		<b>200 POINTS</b>

##### 4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFQ does not oblige the UDPDA to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding. The UDPDA reserves the option of awarding this contract in any manner most advantageous for the UDPDA. Failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive. The UDPDA also reserves the right, at its sole discretion, to waive minor irregularities, to reject any and all Proposals received without penalty, and to not issue a contract from this RFQ. More than one contract may be awarded.

Contract negotiations may incorporate some or all of the Proposal. Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the UDPDA including consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

## **5. RFQ ATTACHMENTS**

Attached to this RFQ and incorporated herein by reference are the following background document(s):

- **Attachment 1** – Terms and Conditions
- **Attachment 2** – 400-Block Working Program



## “Attachment 1 - Terms and Conditions”

### UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY (UDPDA) TERMS AND CONDITIONS

1. **Scope of Services.** Unless otherwise stated, the Firm shall furnish all labor, supervision, materials, and other items related to the work and expend the costs necessary to complete the specified Work.
2. **Completion Time.** Services shall be completed by the date in the executed Contract.
3. **Liquidated Damages.** If the Service is not completed within the stated contractual time, the Consultant agrees to pay the UDPDA liquidated damages in the amount specified in the Contract for every calendar day the Service remains uncompleted.
4. **Intent of Specifications.** The apparent silence or omission in the specifications as to any detail of the Service(s).
5. **Subcontractors.** The Consultant shall not award any portion of the work to any subcontractor without the UDPDA’s prior approval. The Consultant shall be fully responsible to the UDPDA for the acts, errors, and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the UDPDA.
6. **Non-Collusion.** The Consultant certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding item(s) covered by the contract.
7. **Mandatory Disclaimer.** The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows: [A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority, and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.
8. **Authorship.** Proposers must identify any assistance provided by agencies or individuals outside the proposer's Firm in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.
9. **Proprietary Information and Public Disclosure.** All materials submitted to the UDPDA in response to this competitive procurement shall become the property of the UDPDA. All materials received by the UDPDA are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the UDPDA for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the UDPDA from releasing this part of your response. If no injunction is obtained, the UDPDA is legally required to release the records. The UDPDA will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.
10. **Costs to Propose.** The UDPDA will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, in conduct of a presentation, or any other activities related to responding to this IRFP.
11. **Debriefing of Unsuccessful Proposers.** Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The discussion will be limited to a critique of the requesting Firm’s Proposal.

Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted on the telephone, via Zoom, or in-person as appropriate.

12. **Minority and Women-Owned Business Participation.** The UDPDA encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.
13. **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.
14. **Indemnification.** The Consultant/Contractor/Company shall defend, indemnify, and hold the UDPDA and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's/Contractor's/Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant/Contractor/Company to indemnify the UDPDA against and hold harmless the UDPDA from claims, demands or suits based solely upon the negligence of the UDPDA, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's/Contractor's/Company's agents or employees and the UDPDA, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant/Contractor/Company, its agents, or employees. The Consultant/Contractor/Company specifically assumes liability and agrees to defend, indemnify, and hold the UDPDA harmless for actions brought by the Consultant's/Contractor's/Company's own employees against the UDPDA and, solely for the purpose of this indemnification and defense, the Consultant/Contractor/Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant/Contractor/Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the UDPDA harmless provided for in this section shall survive any termination or expiration of this agreement.
15. **Business Registration Requirement.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the UDPDA without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.
16. **Anti-Kickback.** No officer or employee of the UDPDA, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted, or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.
17. **Disputes.** This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.
18. **Termination.**
  - A. For Cause: The UDPDA or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
  - B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's

reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
  - D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all sub-consultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
  - E. Upon termination, the Consultant shall provide the UDPDA with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The UDPDA shall have the same rights to use these materials as if termination had not occurred; provided however, that the UDPDA shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the UDPDA to the Consultant's work product.
19. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
20. **Liability.** The Firm shall indemnify, defend, and hold harmless the UDPDA, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the UDPDA, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the UDPDA, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers, and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the UDPDA only, its immunity under RCW Title 51, Industrial Insurance.
21. **Insurance.** During the term of the Contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
  - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the

indemnity provided under this contract. It shall provide that the UDPDA, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the UDPDA.

As evidence of the insurance coverage required by this contract, the Firm shall furnish acceptable insurance certificates to the UDPDA at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to UDPDA acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**UD Montage - Coworking Space**

DRAFT -06-20-2024

*Office Space*

	Qty		
<b>PUBLIC EVENT SPACE</b>			<b>3,680</b>
Conference Rooms/Large Event Space	2	1000	2,000
Catering Kitchen	1	80	80
Lounge/Juice Bar/Coffee Shop/Tea Room	1	1200	1,200
Storage	1	400	400
<b>UD COWORKING SPACE</b>			<b>6,220</b>
Private Offices	6	150	900
Private Office Suites	4	430	1,720
Open Office (Hot and Permanent)	1	3000	3,000
Storage	1	600	600
<b>UD COWORKING MEETING SPACES</b>			<b>2,080</b>
Open Community Tables	2	300	600
Collaboration Rooms - Combined Small Conference (2)	4	150	600
Sound Isolation Phone Rooms	6	30	180
Zoom Room	1	400	400
Booths	6	50	300
<b>SPOKANE SPORTS ADMINISTRATION</b>			<b>5,350</b>
Private Offices	6	175	1,050
Open Office Workspace (12)	1	2000	2,000
Storage	2	800	1,000
Conference Room Small	2	650	1,300
<b>WHITWORTH MEETING SPACES</b>			<b>4,700</b>
Conference/Classrooms - Large	4	850	3,400
Classrooms - Small	2	650	1,300
<b>WHITWORTH OFFICES</b>			<b>1,300</b>
Private Offices	6	150	900
Storage	1	400	400

<b>SHARED COWORKING/OFFICE/WHITWORTH SUPPORT SPACES</b>			<b>2,500</b>
Kitchen/Breakroom	1	1000	1,000
Game Area (Ping Pong, Chess)	1	800	800
Meditation/Yoga	1	300	300
Bike Storage	1	400	400
<b>RECREATION CENTER</b>			<b>34,200</b>
Two Court Gym	1	5500	5,500
Studio Classrooms	2	800	1,600
Open Fitness Area (weights, etc)	1	3000	3,000
60' Clear Climbing Gym	1	20,000	20,000
Workshop Classroom (Wellness Center)	2	800	800
Workshop Classroom (Cooking/Nutrition)	1	1000	1,000
Meditation Center	1	600	600
Lobby/Game Lounge	1	800	800
Outdoor Gear Rental	1	150	150
Office Administration	3	250	750
<b>CHILDCARE CENTER</b>			<b>5,000</b>
Lobby/Entrance	1	150	150
Classrooms with Cubby Space	3	1000	3,000
Kitchen	1	200	200
Teachers Lounge	1	300	300
Laundry Unit	1	25	25
Storage (General, Custodial and Cots)	1	200	200
Administration	1	175	175
Family Room	1	500	500
Conference Room	1	200	200
Bathrooms (Adult and Children Separate)		250	250
<b>RESTROOMS</b>			<b>3,800</b>
Non-Gender			2,200
Locker Room/Showers	4	400	1,600
<b>SECURITY</b>			<b>300</b>
<b>NET AREA</b>			<b>68,830</b>



<b>CIRCULATION</b>	<b>13,766</b>	
<b>BUILDING SYSTEMS</b>	<b>10,325</b>	
	<b>GROSS AREA</b>	<b>92,921</b>
<b>EXTERIOR SPACES</b>		
Secured Outdoor Space for Children	2,000	