

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Execute a Contract for Professional Services with David A. Clark Architects, PLLC, for Design and Construction Management Services of City Hall Improvements and a Police Station in an amount not to exceed \$405,405 through 2017
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Dan Eernisse, Economic Development/Real Estate Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Shoreline Police facility on 185th has long been recognized as sub-standard. Following an extensive feasibility study, Council determined that the police station should be incorporated into the City Hall campus and adopted Council Goal 2(9): "Redevelop City capital facilities (...Shoreline Police Station at City Hall) to better meet community needs." Staff subsequently advertised RFQ No. 7867 and David A. Clark, PLLC (DAC), has been selected from the applicants to provide design services for both the City Hall first and third floor tenant improvements and the addition to the City Hall required to the east of the building (Attachment A).

RESOURCE/FINANCIAL IMPACT:

DAC will provide design and construction oversight services from project commencement to project completion when police move to the City Hall campus in late 2017. The fee for services with DAC will be \$405,405. This cost will be paid for out of available project funds.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute a contract for professional services running through 2017 with David A. Clark Architects, PLLC, for design and construction management services for the build-out of the third floor and addition of the City's Police Station at City Hall in an amount not to exceed \$405,405.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The Shoreline Police facility on 185th has long been recognized as sub-standard. While the police facility has been incrementally upgraded through small remodels and renovations, the building is considered unworthy of comprehensive improvements. To appreciate the condition of the facility, the City Council toured the facility in the past and acknowledged that the station was a cramped and outdated facility that is in stark contrast to the employee spaces provided in City Hall

In early 2013, Council directed staff to conduct a feasibility study of options to upgrade the police facility. For its 2013-15 Council Goals, Council included an action step under Goal 5 to “Complete the police station feasibility study to determine if operational efficiencies can be gained between City and police operations, police neighborhood storefronts, and police volunteers.” Aided by the availability of seizure funds, staff conducted a feasibility study of alternatives for an improved police station including (1) a new police facility on the current 185th site, (2) a new facility on a new site, and (3) the staff recommendation of moving the police onto the City Hall campus.

On May 13, 2013, Council received a progress report at a Dinner Meeting and directed staff to give preference to Option 3, moving the police onto the City Hall campus. The articulated plan was to the Police Department occupy the first floor after its current uses are moved to an improved third floor. Conceptually, Police entry into the station will be from the east end of City Hall, the police entrance for public access will be at the current north employee entrance. The additional space and parking for police will require the acquisition of the Grease Monkey property just to the east of City Hall.

Additional background of the Police Station project is as follows:

- On August 5, 2013, Council received a progress report as part of the 2014 Capital Improvement Project (CIP) update explaining the sources of funds (seizure funds, proceeds from the sale of the current police facility, facility funds from the original City Hall bond reserved for the 3rd floor) as well as a general design and construction timeline of two to three years.
- On September 23, 2013, staff presented its findings more formally as an agenda item at a Council Business Meeting. Justification for the City Hall campus option was presented along with an estimated construction cost of approximately \$5.5 million, with a \$2.1 million shortfall in funding.
- On November 18, 2013, Staff answered questions that emerged from the September 23rd meeting at Council’s Dinner Meeting, as well as explaining the process for acquiring the Grease Monkey property.
- On December 9, 2013, Council adopted Ordinance No. 680 authorizing the use of eminent domain for the acquisition of the Grease Monkey property for the City Hall Improvement Project. In addition, the staff report for this ordinance adoption answered questions regarding alternative locations and on-campus parking.
- On June 16, 2014, during the 2015 CIP update, the allocation for the Grease Monkey acquisition was increased from \$1.1 million to \$1.5 million to provide a larger contingency. It was also recommended that the Police Station project’s gap in funding be made up using short term financing that would be paid back

with the sale of the police station property and future treasury seizure funds. The total project estimate adopted in the 2015 CIP is \$5.58 million.

DISCUSSION

As noted earlier, following the feasibility study, Council determined that the police station should be incorporated into the City Hall campus and adopted Council Goal 2(9): “Redevelop City capital facilities (...Shoreline Police Station at City Hall) to better meet community needs.” Staff decided that it was more prudent and cost effective to seek one design and construction team to do both the 3rd floor improvements and the police station on the first floor. Based on this decision, staff wrote, advertised and evaluated responses to Request for Qualifications (RFQ) No. 7867 to secure design and construction management services for the City Hall improvements and Police Station addition.

RFQ No. 7867 was advertised and received eight responses by the deadline of January 27, 2015. A representative staff team scored the applicants and narrowed the eight responses to four firms that were asked to make a presentation of their approach to the team. After the staff team checked references and received answers to clarifying questions, David A. Clark Architects, PLLC, was selected based on their understanding of the project scope and requirements, its previous experience in similar projects and sustainable building design, its expertise of the key personnel, and its ability to meet the project schedule.

Project Timeline

The Police Station project will involve and affect nearly every department in City Hall. After conferring with the City Attorney’s Office regarding property acquisition, Public Works Department staff on project management, Planning and Community Development staff on permitting, the City Manager’s Office on employee engagement, and DAC on design times, below is the updated timeline for the project:

- Q2 2015 – Q2 2016 Complete design and receive permits
- Q1 2016 – Q2 2016 Demolish the Grease Monkey building
- Q2 2016 Bid for construction and notice to proceed
- Q3 2016 – Q4 2017 Construction
- Q4 2016 – Q1 2017 Employees move from first to third floor
- Q4 2017 Police move into City Hall

Cost Update

The project cost has been updated and the current estimate is \$6.72 million, a \$1.14 million increase from what was adopted in the 2015 CIP when the project estimate was \$5.58 million. Included in the updated project cost is an update to the construction cost estimate and contingency. The total construction budget estimate, including the construction contract and contingency, is now \$4.5 million, approximately \$848,000 greater than the estimated cost in the adopted CIP. This is the majority of the \$1.1 million increase. The primary reasons for the cost increase include:

- Project administration and design costs have been updated to include internal engineering and project management staff time, permitting fees, DAC’s space

planning fee, and other professional and services increasing the cost estimate by \$292,000.

- Public Works staff recommended a change in the construction cost contingency from the 10% used initially to 20%, which added approximately \$350,000 to the updated estimate.
- Higher regional construction costs are reflected in the updated figures, which accounts for the remainder of the increase in the estimate.

The construction contract estimate is now \$3,555,384. Based on this estimate, DAC's fee has been set at \$405,405 (Attachment B). DAC's fee will not change if the construction cost is higher or lower than the estimate; however, should the scope of work change due to unforeseen circumstances or City decision, the fee may be affected.

Fund Sources Update

Current funds available for police facility improvements will come from the following sources:

- Treasury Seizure Funds (Available): The City currently has approximately \$1.8 million in treasury seizure funds which represent Shoreline police force's portion of seized funds from successful convictions in which its personnel contributed.
- Share of Additional Seizure Funds (Estimated): Chief Ledford estimates that in the next year, the City's share of another settled case will be an additional \$700,000.
- Sale of Current Building (Estimated): Staff considers the value of the current police facility to be \$1.1 million. The current police station was assessed at \$1,065,000 in 2013 by the King County Assessor, but due to a change in state law (RCW 84.40.045 and 84.40.175) by the 2013 Legislature, revaluation of government owned parcels was eliminated. However, the property neighboring the police station on the east increased in value by almost 10% in the same period. Given that the King County assessment is typically below market, the excellent location of the police station, and the growth in surrounding values, Staff projects achieving \$1.1 million in sale proceeds within one year of listing the property.
- Residual City Hall Capital Funding (Available): \$600,000 is available in the original City Hall project's General Capital Fund that was designated for 3rd floor improvements.

In summary, the \$2,400,000 of available funds is sufficient to cover DAC's fees and to acquire the Grease Monkey site. As for the balance of construction, if all contingencies were needed and the total project cost was indeed \$6.72 million, and assuming that the current police facility is sold for \$1,100,000 and the City receives an additional \$700,000 share of seizure funds, the project will have a \$2.5 million gap in funding to be covered with additional future seizure funds and financing. Staff will be determining how much of the \$2.5 million gap may be funded from increased real estate excise tax collections, short-term financing, and/or future seizure funds during the preparation of the 2016-2021 CIP.

RESOURCE/FINANCIAL IMPACT

DAC will provide design and construction oversight services from project commencement through project completion when Police move into the City Hall campus in late 2017, and the fee for services with DAC will be \$405,405. This cost will be paid for out of available project funds. The project budget is as follows:

COST

Design:

David A Clark Architects	405,405	
Staff and other Direct Expenses	50,000	
Permitting	30,000	
Other professional services	115,587	
Contingency 20% of design	80,000	
Total Design		\$ 680,992

Property Acquisition: \$ 1,500,000

Construction:

Construction Contract	3,555,384	
Staff and other Direct Expenses	50,000	
Construction Management/ Inspection	70,000	
Special Testing/Inspection	6,500	
Fixtures Furnishings and Equipment	86,000	
Building Security	60,000	
Total Construction		\$ 3,827,884

Contingency 20% of Construction: \$ 711,077

Total Project Cost **\$ 6,719,953**

REVENUE

Treasury Seizure Fund	1,800,000
Estimated Share of Settled Case for Seizure Fund	700,000
Sale of Current Police Station (Est.)	1,100,000
General Capital Fund (from City Hall project)	600,000
Project Gap in Funding	2,519,953
Total Revenue	\$ 6,719,953

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute a contract for professional services running through 2017 with David A. Clark Architects, PLLC, for design and construction management services to complete the build-out of the third floor and addition of a Police Station at City Hall in an amount not to exceed \$405,405.

ATTACHMENTS

Attachment A: Scope of Services with David A. Clark Architects, PLLC
Attachment B: David A. Clark Architects, PLLC Fee Description

Scope of Services

ARTICLE 1 THE SERVICES

1.1 General Description: Provide design services for the Shoreline City Hall TI improvements and the Shoreline Police Station Addition at the Shoreline City Hall, 17500 Midvale Ave N, Shoreline WA 98133. The project consists of the Tenant Improvements to the third floor of City Hall, and the Renovation of the existing first floor and addition for a new Police Station as generally indicated on the current Preliminary design scope.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in the agreement and its attachments.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Architect identifies David Clark, Principal and Mike Jones, Project Architect/Manager, as representatives authorized to act on behalf of the Architect.

2.4 The Architect shall procure and maintain a City of Shoreline business license and shall carry and provide proof of insurance of the types and in the amounts described in the contract.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.0 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, interior design, civil, landscape architecture and electrical engineering services to complete the design work and construction observation.

3.0.1 The Architect shall manage the Architect's services and his consultant's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

3.0.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants.

3.0.3 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and coordinate with entities providing utility services to obtain design directive.

3.0.4 The Architect shall coordinate the services of the Owner's consultant's, including but not limited to surveyor, Haz-Mat consultant, soils engineer, furniture vendor and shall review the existing drawings, but is not required to do extensive verification of the existing conditions or verify or certify the Owner's consultants reports.

3.0.5 The Architect understands this project may be bid in separate packages and the work may be accomplished in phases as appropriate for the work, involving separate permits, bids and construction observation in separate or overlapping time frames.

3.1 LEED CERTIFICATION SERVICES

3.1 The Owner has established a goal for the Project to achieve Leadership in Energy and Environmental Design (LEED) Silver under the United States Green Building Council (USGBC) LEED Green Building Rating System.

3.1.1 The Architect shall review applicable criteria for achieving the targeted level of LEED Certification identified in Section 3.2 and shall consult with the Owner with regard to such requirements. The Architect shall attend meetings during the Design and Construction Phases, communicate with members of the Project team, and issue progress reports as appropriate to coordinate the LEED Certification process for the Project.

3.1.2 The Architect shall coordinate the LEED Certification Services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information related to the LEED Certification of the Project.

3.1.3 LEED Certification Agreements

The Architect shall provide the Owner with copies of all agreements required by the Green Building Certification Institute (GBCI) or the USGBC to register the Project and pursue the anticipated LEED Certification. The Owner and Architect will review the agreements, and confirm that the terms of those agreements are acceptable to the Owner, before the Architect performs the LEED Certification Services under this Article. The Owner agrees to execute all documents required by the GBCI or the USGBC to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner for the limited purpose of pursuing LEED Certification.

3.1.4 LEED Workshop

No later than the conclusion of the Schematic Design Phase, the Architect shall conduct a LEED Workshop with the Owner and, as requested by the Architect, with the Owner, and or the Owner's consultants and the Architect's consultants, during which the attendees will: review the LEED Green Building Rating System; examine LEED credits to be targeted, utilizing the appropriate Green Building Rating System Project Checklist, and identify potential LEED points associated with those credits; examine strategies for implementation of the targeted LEED credits; and discuss the potential impact of the targeted LEED credits on the Project schedule and Owner's program and budget.

3.1.5 LEED Certification Plan

3.1.5.1 Following the LEED Workshop, the Architect shall prepare a LEED Certification Plan based on the targeted LEED credits. The LEED Certification Plan shall consist of, at a minimum, the appropriate Green Building Rating System Project Checklist indicating the targeted LEED credits; the Owner's LEED Certification goal; information describing the Owner's, the Owner's consultants', the Contractor's and the Architect's responsibilities for each LEED credit; and a list of the LEED Documentation, as set forth in Section 2.6.2, required from each of them. The Architect shall submit the LEED Certification Plan to the Owner for the Owner's approval.

3.1.5.1.1 Following the Owner's approval of the LEED Certification Plan, the Architect shall provide the services specifically identified as the responsibility of the Architect in the LEED Certification Plan and any approved changes to the LEED Certification Plan. If the LEED Certification Plan requires the Architect to provide services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, those services shall be provided pursuant to Section 3.3.

3.1.5.2 Subject to Section 3.1 or Section 3.2, the Architect shall make adjustments to the LEED Certification Plan, as the design and construction of the Project progresses, to reflect any changes approved by the Owner.

3.1.6 Project Registration and Submission of LEED Documentation to the GBCI

3.1.6.1 The Architect, as agent for the Owner, shall register the Project with the GBCI. Registration fees and any other fees charged by the GBCI, shall be paid by the Owner.

3.1.6.2 The Architect shall collect documentation, calculations and submittals necessary to meet the LEED Certification requirements (LEED Documentation) from the Owner, the Owner's consultants and the Contractor, and organize and manage the LEED Documentation as necessary for the LEED Certification process.

3.1.6.3 If requested, the Architect shall prepare and file necessary documentation with the GBCI to appeal a ruling or other interpretation denying a minimum program requirement, prerequisite, or credit or point necessary to achieve the LEED Certification.

3.1.6.4 The Architect shall prepare and submit the LEED Certification Application for the Project to the GBCI, including any required supporting documentation, in accordance with the LEED Certification Plan.

3.1.6.5 The Architect shall prepare responses to, and submit additional documentation required by, comments or questions received from the GBCI.

3.1.6.6 Any certification, declaration or affirmation the Architect makes to the GBCI shall not constitute a warranty or guarantee to the Owner or the Owner's contractors or consultants.

3.2 PRELIMINARY DESIGN PHASE SERVICES

3.2.1 The Architect shall prepare Preliminary design and Design Documents for the Owner's approval for each phase of the work.

3.2.2 The Architect shall update the estimate of the Cost of the Work at each phase for each portion of the project.

3.2.3 The Architect shall submit the Design documents to the Owner and make revisions and alternate designs as requested.

3.2.4 The Architect shall participate with the steering committee on a weekly or as-needed basis and review and validate the city space standards, space relationships, and other needs as appropriate.

3.2.5 The Architect shall work with the steering committee to interview staff and others as requested in order to understand the functions of the various departments, work and storage needs and relationships that may affect the design.

3.2.6 The Architect shall work with the steering committee to create the design portion of the work, creating alternatives and completing the task until accepted by the steering committee and the various departments.

3.2.7 The Architect shall make presentations as requested to staff and council.

3.2.8 Refer to Table A for deliverable submittals for each phase.

DESIGN DEVELOPMENT PHASE SERVICES

3.3.1 The Architect shall prepare Preliminary design and Design Documents for the Owner's approval for each phase of the work.

3.3.2 The Architect shall update the estimate of the Cost of the Work at each phase for each portion of the project.

3.3.3 The Architect shall submit the Design documents to the Owner and make revisions and alternate designs as requested.

3.3.4 The Architect shall participate with the steering committee on a weekly or as-needed basis and review and validate the city space standards, space relationships, and other needs as appropriate.

3.3.5 The Architect shall work with the steering committee to interview staff and others as requested in order to understand the functions of the various departments, work and storage needs and relationships that may affect the design.

3.3.6 The Architect shall work with the steering committee to create the design portion of the work, creating alternatives and completing the task until accepted by the steering committee and the various departments.

3.3.7 The Architect shall make presentations as requested to staff and council.

3.3.8 Refer to Table A for deliverable submittals for each phase.

3.3.9 As part of preliminary/alternative design process, architect shall arrange/coordinate site visits to two or more Permit Centers/Clerk's Offices/Police Stations with committee members to view current best practice in furniture/office/process layouts.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 The Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Architect shall make submittals for the client's review at 30%, 60% and 99% and shall make adjustments to the plans and specifications as requested, allowing for proper review time by the Owner.

3.4.2 The Architect shall incorporate into the Construction Documents the permitting requirements of the governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall prepare bidding documents for city review and approval.

3.4.4 The Architect shall update the estimate for the Cost of the Work for the client's review at 30%, 60% and 99% and shall advise the Owner of any adjustments to the estimate of the Cost of the Work.

3.4.5 The Architect shall submit the required city permits for the project, create applications and documentation as required, including responding to questions and making alterations as required.

3.4.6 The Architect shall design the police station addition as an essential facility.

3.4.7 The Architect shall make presentations as requested to the public, staff and/or council.

3.4.8. The Architect shall participate in a Peer review or Constructability review as requested by the Owner.

3.5 BIDDING PHASE SERVICES

3.5.1 GENERAL

The Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid, if any; and, (4) preparing contracts for construction.

3.5.2 COMPETITIVE PUBLIC BIDDING

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project.

3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.5.2.4 The Architect shall hold a pre-bid conference with bidders for each phase of the project.

3.5.2.5 The Architect shall review the bids and the bidders.

3.6 CONSTRUCTION PHASE SERVICES

3.6.1 GENERAL

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201, General Conditions of the Contract for Construction.

3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

3.6.1.3 The Contractor only, not the Owner or the Architect, shall have control over or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.6.1.4 The Architect shall write notice of award and notice to proceed.

3.6.2 EVALUATIONS OF THE WORK

3.6.2.1 The Architect shall visit the site once per week during active construction activity to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.6.2.2 The Architect or the Owner has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in good faith and in writing within any time limits agreed upon or otherwise with reasonable promptness.

3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either.

3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

3.6.3.2 The Architect shall maintain a record of the Applications and Certificates for Payment.

3.6.4 SUBMITTALS

3.6.4.1 The Architect shall review the Contractor's submittals with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

3.6.4.2 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Accuracy and completeness of dimensions and quantities on the shop drawings are the Contractor's responsibility.

3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

3.6.5 CHANGES IN THE WORK

3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.6.5.2 The Architect shall maintain records relative to changes in the Work.

3.6.6 PROJECT COMPLETION

3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.4 The Architect shall forward to the Owner any documentation required of the Contractor under the Contract Documents.

3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

3.6.7 LEED Certification Services during Construction

3.6.7.1 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents, related to LEED Certification, that include a detailed written

statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

3.6.7.2 The Architect shall prepare supplemental Drawings, Specifications and other information in response to requests for information by the Contractor related to LEED Certification.

3.6.7.3 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.1.4, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED Certification. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.6.7.4 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with applicable LEED credit requirements. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.6.7.5 The Architect shall review properly prepared, timely requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED Certification. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination, without extensive investigation or preparation of additional drawings or specifications, whether the requested changes in the Work are materially different from the requirements of the LEED Certification Plan.

3.6.7.6 If the Architect determines that implementation of a requested change in the Work would result in a material effect on LEED Certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Based upon the Architect's investigation and information furnished by the Contractor, if any, the Architect shall make recommendations to the Owner regarding the implementation of the requested changes.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

4.8 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including system requirements and relationships, special equipment and site requirements.

4.9 The Owner shall provide to the Architect any information requested by the Architect that is relevant and necessary for achievement of LEED Certification, including design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

4.10 The Owner shall provide access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress as necessary for the Architect to provide the LEED Certification Services.

4.11 The Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the Architect to provide the LEED Certification Services.

4.12 Based on the Owner's approval of the LEED Certification Plan and any approved changes to the LEED Certification Plan, the Owner shall perform those items identified as the responsibility of the Owner in the LEED Certification Plan or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants perform the consultant's or contractor's services in accordance with the LEED Certification Plan.

4.13 The Owner shall comply with the requirements of the USGBC or the GBCI as they relate to the Project both during construction and after completion of the Project.

4.14 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the GBCI, or taking any other action determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded LEED Certification.

4.15 The Owner shall provide an independent commissioning agent for the Project.

4.16 The Owner shall advise the Architect of any proposed changes to the Project which may affect the LEED Certification Plan.

ARTICLE 5 COST OF THE WORK

5.1 The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit.

5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. The Architect nor the Owner has control over the cost of labor, materials, equipment or market conditions.

ARTICLE 6 WORK NOT INCLUDED

6.1 The following is a list of items not included in this contract as the Architect's responsibilities:

1. Soils engineering. This will be accomplished by the City's geotechnical consultant. The Architect will coordinate.
2. Hazardous materials survey: This will be accomplished by the City's consultant, architect shall coordinate.
3. Work at the existing Police Station building.
4. Permit fees, LEED fees
5. Extensive verifications of the existing CAD files on the project.
6. Survey. This will be accomplished by the City's consultant. The Architect will coordinate.
7. Parking Studies.
8. Building Commissioning.
9. Furniture systems design and acquisition. The Architect will work with the Owner's furniture vendor.

ARTICLE 7 MISCELLANEOUS LEED PROVISIONS

7.1 The Owner and Architect acknowledge that LEED Certification is awarded by an independent third party organization, and is dependent on factors beyond the Architect's control, such as the Owner's use and operation of the Project; the Work provided by the Contractor or the work or services provided by the Owner's other contractors or consultants; or interpretation of LEED credit requirements by the GBCI. Accordingly, the Architect does not warrant or guarantee that the Project will be granted LEED Certification.

7.2 In addition to any other waiver of consequential damages in the accompanying Owner-Architect Agreement, the Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Standard Form of Architect's Services, including failure of the Project to achieve LEED Certification or the level of LEED Certification indicated in the LEED Certification Plan; failure to achieve one or more LEED credits or points; unachieved energy savings; unintended operational expenses; lost financial or tax incentives; or unachieved gains in worker productivity. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement.

ARTICLE 8 REIMBURSABLES

7.1 The Architect shall be reimbursed for expenses related to the project for the following:

1. Printing
2. Plots
3. Delivery and shipping.

7.2 There shall be no charges for mileage.

**DAVID A. CLARK
ARCHITECTS, PLLC**

Shoreline City Hall - Fee Breakdown

18-May-15

A/E PROJECT ELEMENTS

	Construction Budget	Fee per Task	Percentage Fee	=	A/E Fee per Phase
PHASE I - Third Floor TI	\$ 678,000		11.55%	=	<u>\$ 78,309</u>
A/E Fees					
- Predesign		\$ 5,458			
- Design Development		\$ 6,367			
- Construction Documents		\$ 45,584			
- Bidding & Permitting		\$ 3,367			
- Construction Administration		<u>\$ 17,533</u>			
		\$ 78,309			
PHASE II - First Floor Addition & TI	\$ 2,208,926		13.8%	=	<u>\$ 304,832</u>
A/E Fees					
- Predesign		\$ 30,148			
- Design Development		\$ 46,426			
- Construction Documents		\$ 154,275			
- Bidding & Permitting		\$ 5,731			
- Construction Administration		<u>\$ 68,252</u>			
		\$ 304,832			
Backup generator (includes WSST)	<u>\$ 360,000</u>		x 4.24%	=	<u>\$ 15,264</u>
PROJECT CONSTRUCTION BUDGET =	<u>\$ 3,246,926</u>				
			FEE	=	\$ 398,405
Reimbursables		Cost plus 10%, deliveries, plots & printing, NOT TO EXCEED			<u>\$ 7,000</u>
			TOTAL FEE	=	\$ 405,405
CONSTRUCTION BASED FEE PERCENTAGE	\$ 3,246,926	divided by	\$ 398,405	=	12.27%

Not included: See scope of work for complete list of work included and excluded
Specifically excluded: Haz Mat, Permit fees, parking study