

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Civic Center Predevelopment Agreement
DEPARTMENT: City Manager's Office
PRESENTED BY: Robert L. Olander, City Manager
Jesus Sanchez, Civic Center Project Manager
William Angle, Project Consultant

ISSUE STATEMENT:

The purpose of this report is to request Council to authorize the City Manager to enter into a Predevelopment Agreement (Agreement) with OPUS Northwest, L.L.C. (Developer) for the design and development of the Civic Center Project. This Agreement authorizes the Developer to proceed with certain predevelopment activities required for the Civic Center Project to meet the project development schedule. Under this agreement, the Developer will receive compensation for the work performed and services rendered for the contract fee agreed to by both parties.

FINANCIAL IMPACT:

There are sufficient funds within the 2007 Civic Center CIP to compensate the Developer for expenditures that will be incurred to perform predevelopment activities as outlined in the Predevelopment Agreement. The contract fee will not exceed Four Hundred Ninety-Four Thousand Five Hundred Ninety Dollars (\$494,590).

The Predevelopment Agreement authorizes OPUS Northwest, L.L.C. to plan, design, engineer, coordinate and administer a pre-development process which will result in documents sufficient for OPUS Northwest, L.L.C. to achieve a Guaranteed Maximum Price ("GMP") for completion of the Civic Center Project. All such work and the GMP will be incorporated into a final Project Development Agreement between the parties.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into a Predevelopment Agreement with OPUS Northwest, L.L.C. for the design and development of the Civic Center Project in an amount not to exceed Four Hundred Ninety-Four Thousand Five Hundred Ninety Dollars (\$494,590).

Approved By: City Manager  City Attorney ____

INTRODUCTION

The purpose of this report is to request Council to authorize the City Manager to enter into a Predevelopment Agreement (Agreement) with OPUS Northwest, L.L.C. (Developer) for the design and development of the Civic Center Project. This Agreement authorizes the Developer to proceed with certain predevelopment activities required for the Civic Center Project to meet the project development schedule. Under this agreement, the Developer will receive compensation for the work performed and services rendered for the contract fee agreed to by both parties.

BACKGROUND

On June 11, 2007, staff presented to Council an informational status report of the Civic Center Project. Through the Request for Proposal process, the Civic Center Project Selection Committee had completed its selection of OPUS Northwest, L.L.C. as the Developer and its development team for the Civic Center Project.

The next step for the City and OPUS Northwest, L.L.C. is to enter into a collaborative predevelopment process to plan, design, develop, finance and construct the Civic Center Project. This process will begin with the execution of a Predevelopment Agreement between the City of Shoreline and OPUS Northwest, L.L.C.

DISCUSSION

The Predevelopment Agreement (**Attachment A**) will authorize the Developer to proceed with predevelopment activities required for the Civic Center Project. Under the Agreement, the City reserves the right to terminate or suspend the Agreement at any time, with or without cause, by giving fourteen (14) days notice to OPUS Northwest, L.L.C. in writing. In the event of such termination or suspension, all work products shall be turned over to the City. OPUS Northwest, L.L.C. reserves the right to terminate this Agreement with not less than thirty (30) days written notice.

The following highlights the scope of services the Developer will perform under the Agreement. Predevelopment activities for the Civic Center include but are not limited to:

- **Project Design**

OPUS Northwest, L.L.C. will conduct public workshops, internal interviews and make presentations to Council to review various site, building, and sustainability options; coordinate with consultants to design a building to meet the space requirements and design parameters; coordinate surveys and all engineering input for the project through 30% design development; and establish a schedule for the project scope of work phase, with an additional master schedule for the entire project through construction completion with all distinct milestones.

- **Permits and Approvals**

Coordinate required permits with City and other required agencies; coordinate design review.

- **Administration**

Prepare development budgets and schedules for the Project and maintain updates of each; establish an accounting system to monitor all Project costs and provide cash flow projections for the term of the Project; prepare a monthly report to document all design decisions i.e., permit status, consultant contracts and Projects costs; review and approve payment of all consultant invoices; prepare a monthly summary of Project costs and submit to City with a request for payment; and oversee disbursement of funds. An important element of the pre-development process will be to develop a detailed budget and Guaranteed Maximum Price for the project.

Through the collaborative predevelopment process, the City of Shoreline and the Developer will negotiate and ultimately formalize a “Development Agreement” for the construction of the Shoreline Civic Center Facility. Most of the material terms of the Development Agreement have already been determined and agreed to by the Developer as part of its RFP submittal and accepted by the City in this Predevelopment Agreement. The final Development Agreement and the Guaranteed Maximum Price is subject to future Council review and approval.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into a Predevelopment Agreement with OPUS Northwest, L.L.C. for the design and development of the Civic Center Project in an amount not to exceed Four Hundred Ninety-Four Thousand Five Hundred Ninety Dollars (\$494,590).

ATTACHMENTS

Attachment A – Predevelopment Agreement between the City of Shoreline and OPUS Northwest, L.L.C.

Attachment B – General Project Schedule

**PREDEVELOPMENT AGREEMENT
FOR THE
SHORELINE CIVIC CENTER PROJECT**

THIS PREDEVELOPMENT AGREEMENT ("Agreement") is by and between City of Shoreline ("City") and OPUS Northwest, L.L.C. a Washington Limited Liability Corporation ("Developer") (hereinafter collectively the "parties"). This Agreement will be effective on the latest date on which either of the parties executes.

WITNESSETH:

WHEREAS, the City published a Request for Proposals RFP (the "RFP") with respect to selection of a developer that may develop a new Shoreline Civic Center building ("Civic Center") containing approximately 60,000 rentable square feet, plus or minus (the "Project"), on property currently owned by the City (the "Property");

WHEREAS, based upon its response to the RFP, Developer has been selected as the Developer of the Project, subject to execution of a Development Agreement, and the City agrees to certain maximum fees proposed by the Developer;

WHEREAS, Developer and the City desire to proceed with certain predevelopment activities required for the Project in order to timely proceed with Project development schedule.

WHEREAS, the expenditures for the Predevelopment Activities are a necessary expense for Developer to incur to proceed with the timely development of the Project;

WHEREAS, the City agrees that in order to ensure that this Project proceeds in a timely fashion, the City will reimburse Developer a portion of the RFP guaranteed design and engineering fees for Predevelopment Activities, as set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services to be Performed by the Developer.

- A. The Developer shall perform Predevelopment Services outlined in **Exhibit A**. In performing these services, the Developer shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
- B. The City's review or acceptance of plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve Developer of responsibility for the technical adequacy or accuracy thereof; provided that the requirements identified by the City are correct. Neither the City's review or acceptance of, nor payment for, any of the services shall be construed

to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

2. Compensation.

Predevelopment Activities will be compensated at a fixed fee of Four Hundred Ninety-Four Thousand, Five Hundred Ninety Dollars (\$494,590), including all fees and reimbursable expenses. Subject to the provisions set forth in this Agreement, the City shall pay Developer on a monthly basis for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered, including costs and expenses, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals, but in no case shall such payment exceed the earned value (i.e., percentage of work completed) as reasonably determined by the City. In the event the cost of the Predevelopment Activities exceeds the contract fee, Developer shall pay such costs from its own funds, the City shall not be required to pay any additional fees or costs to perform the Predevelopment Activities and Developer shall have no claim against the City on account thereof.

The City shall pay the Developer for services rendered after receipt of a City of Shoreline billing voucher. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Developer shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Developer shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term.

The term of this Agreement shall commence upon execution and expire 180 days after commencement ("Performance Period").

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving fourteen (14) days notice to Developer in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Developer pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Developer shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Developer. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Developer reserves the right to terminate this Agreement with not less than thirty (30) days written notice.
- D. If, because of death, unavailability or any other occurrence, it becomes impossible for any lead personnel employed by Developer in Project work to render services to the Project, Developer shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of the City. If the City agrees to termination of this Agreement under this provision, payment shall be made as set forth in Paragraph B of this Section.
- E. If, after termination for failure of Developer to fulfill contractual obligations under Paragraph A, it is determined that Developer has not so failed, the termination shall be deemed to be effected for the convenience of the City. In such event, the equitable adjustment shall be determined as set forth in Paragraph B of this Section.

3. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Developer in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Developer are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Developer harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Developer upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The City shall make available to Developer, without cost, copies of plans, drawings, survey notes, studies, soil reports, and other relevant data relating to the Property which are readily available and on file at the City. These documents are available solely as additional information to Developer and do not relieve Developer of its duties and obligations under this Agreement nor constitute any representation or warranty by the City as to conditions or other matters related to the Project, nor obligate the City to perform studies or surveys. It shall be the sole responsibility of Developer to gather and become familiar with all site information including existing improvements.
- D. The Developer shall preserve the confidentiality of all City documents and data accessed for use in Developer's work product.

E. Developer shall maintain, for at least three years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to Developer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in this Contract, including employment records.

The City may visit, at any time, the site of the work and Developer's office to review the foregoing records. Developer shall provide every assistance requested by the City during such visits. In all other respects, Developer shall make the foregoing records available to the City for inspection and copying upon request. If this Contract involves federal funds, Developer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

4. Administration

A. Developer. Developer acknowledges that the experience and skill of the following Key Personnel was and continues to be an important factor in the City's selection of Developer to perform the work: P.J. Santos, Senior Real Estate Director; Mark Rowe, Senior Real Estate Manager; Bill Bieber, Senior Director of Construction and Bernie O'Donnell, Senior Project Manager. The Key Personnel shall be assigned to the Project so long as such Key Personnel are employed at Developer.

B. City. The "Project Representative," who is hereby identified as Jesus Sanchez, shall perform day-to-day management of this Contract. The Project Representative will approve all requests for payment, authorize termination or modification of the Predevelopment Activities set forth in **Exhibit A**, and approve in writing any changes provided the changes do not increase the total project fee. The Project Representative shall also be responsible for determining when Developer has satisfactorily performed all work and for ensuring that Developer complies with all provisions of this Agreement.

C. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Jesus Sanchez
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Consultant Name: P.J. Santos_____
Name of Firm: OPUS Northwest, L.L.C.
Address: 13920 SE Eastgate Way, Suite 250
Bellevue, WA 98005
Address: _____
Phone Number: 1-425-467-2700_____

D. The City hereby authorizes Developer to subcontract with the persons and firms listed in The Developer's Team, p. 7 of the Developer's *Proposal for City of Shoreline's New Downtown Civic Center* which is incorporated by this reference, and with such additional subcontractors as may be reasonably approved by the City.

E. Developer shall submit monthly reports detailing all work completed by subconsultants during the preceding month and copies of all invoices relating thereto.

5. Independent Contractor Relationship.

A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.

B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

6. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

7. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or

insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

8. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

9. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

10. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

11. Contingency Fees and Conflicts

A. Developer warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a

commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

B. Developer warrants and covenants that no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by Developer or any of its agents, employees or representatives to any official member or employee of the City in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this Agreement.

C. Developer warrants and covenants it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the performance of the services required to be performed under this Agreement and that it shall not employ any person or agent having any such interest. In event that Developer or its agents, employees or representatives hereafter acquires such a conflict of interest, Developer shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from the Agreement as the City may require.

D. If the City has reason to believe that the covenants set forth in Paragraphs A, B or C above have been breached, it shall so notify Developer in writing. Developer shall respond to said notice within ten days of receipt with a detailed written explanation or answer to any facts, allegations or questions contained or referenced in said notice. Developer may request a hearing on the matter by the City Manager who shall be conducted within fifteen days of the receipt of the request unless a later date is concurred to by the City and Developer. The decision of the City Manager shall be a prerequisite to appeal thereof to the King County Superior Court. If, after consideration of Developer's response and any hearing, the City Manager determines that the covenants have been breached, the City Manager shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Agreement in the event of said breach and/or prohibited conflicts of interest.

12. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

13. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind

any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

OPUS Northwest, L.L.C.

By:

By:

Name: **Robert L. Olander**_____

Name: **P.J. Santos**_____

Title: **City Manager**

Title: **Senior Real Estate Director**_____

Date: _____

Date: _____

Approved as to form:

By: _____

Ian Sievers
City Attorney

Attachments: Exhibit A – Pre-Development Reimbursement Program

PRE-DEVELOPMENT REIMBURSEMENT PROGRAM

SCOPE

Included in the scope of our work is the minimum requirements identified by the City in the pre-development agreement document, and additional items that we are committed to provide at no additional cost.

The following is the scope of work identified by the City of Shoreline for the pre-development phase of the project.

1. Project Design

- 1.1 Coordinate the consultants to design a building that meets the space requirements.
- 1.2 Design Parameters will be reviewed with the City representatives.
- 1.3 Coordinate survey and all engineering input for the project through 30% DD.
- 1.4 Establish a schedule for the project scope of work phase, with an additional Master Schedule for the entire project through construction completion with all distinct milestones.
- 1.5 Prepare design documents through 30% design development phase for execution of a Development Agreement establishing a Guaranteed Maximum Price for completion of the Civic Center project;
- 1.6 Collaborate with the City to fashion a Guaranteed Maximum Price ("GMP") for a specific scope of work and schedule, and the work product prepared under the authority of this Predevelopment Agreement (materials and GMP) will be incorporated into a final Project Development Agreement between the parties.

2. Permits and Approvals

- 2.1 Coordinate required permits with City and other required agencies.
- 2.2 Coordinate design review

3. Administration

- 3.1 Prepare development budgets and schedules for the project and maintain updates of each.
- 3.2 Establish an accounting system to monitor all project costs and provide cash flow projections for the term of the project.
- 3.3 Prepare a monthly report to document all design decisions, permit status, consultant contracts and project costs (if applicable).
- 3.4 Review and approve payment of all consultant invoices
- 3.5 Prepare a monthly summary of project costs and submit to City with a request for payment.
- 3.6 Oversee disbursement of funds

As stated in our May 30th proposal and presentation on June 4th, Opus is prepared to take the leadership role managing all aspects of the predevelopment phase. Beyond the requirements stated above, Opus will provide the following pre-development services at no additional cost.

Meetings:

1. We will conduct three community meetings to discuss the design concepts with all stakeholders. The sequence, duration, and content of each meeting will be reviewed with the City for input and concurrence. The timeline for conducting each meeting will be reviewed with the City for input as well. We anticipate these meetings to occur between July and August.
2. We will meet a minimum of every two weeks, (weekly to begin with and then adjust as progress necessitates) with the design team and the City to status the project progress and make key decisions amongst the team. Separate task-specific meetings will be held on an as-needed basis.
3. We recommend the establishment of an Oversight Committee to be comprised of Senior Management of Opus, LMN, and the City to convene monthly, or as mutually acceptable to review and discuss overall progress of the project.

Budget Management:

1. We will prepare a budget for the conceptual massing concept of the project, once floor plans and general massing is complete.
2. We will prepare a budget at the Schematic, and Design Development Phases of the project.
3. Between budgets, we will maintain a Budget Options Log that will track any design considerations between key design milestones (ie, between program and schematic, schematic and conceptual, conceptual and design development). This log will be used to evaluate the cost benefits of each design option for consideration by the team as the design progresses. The idea is there are no budget surprises along the way as we design.
4. We will produce a monthly report on the budget status for the team to review.
5. A final GMP budget will be prepared at the 30% DD stage.

Schedule:

1. We will develop our existing preliminary schedule with input from all stakeholders. This will serve as a roadmap and timeline for all team members to ensure we keep the project on schedule from early design through project completion.
2. We will seek input from all stakeholders, and expect all stakeholders to participate in preparing the schedule (input on activity durations for design and review processes). The schedule will be capable of sorting by responsible team member.
3. Schedules will be provided at each weekly or bi-weekly meeting and will be reviewed with the Team by Opus.

Subcontracting and Quality Control:

1. We will establish a list of bid packages and the timeline for buyout of each component of work and identify any long lead items. Key decisions needed in design will be coordinated with long lead equipment, materials and systems. (exterior materials, HVAC equipment, re-routing of exterior utility systems for new construction, elevators)
2. We will bring on subcontractors early in the design process to assist with budgeting and constructability issues.

30% DESIGN DEVELOPMENT DOCUMENTS - DELIVERABLES:

The following is a list of deliverables the team will provide at the stage of 30% design development. These documents will be the basis for establishing the GMP Budget for the project.

30% DESIGN DEVELOPMENT

At 30% Design Development Stage, the design fully describes project size and configuration including structural, mechanical and electrical systems

PERMITS Zoning, SEPA, EIS, Shore Line, Wetland, Master Use Permit
(Design Review, Site Plan Reviews) Submittals

SPECIFICATIONS - Narratives all disciplines all systems & materials, basic outline
ALL DISCIPLINES specifications are identified.

ARCHITECTURAL DRAWINGS

GENERAL

Cover	Yes
Project Information	Yes
Life safety	Building code analysis, fire separations, exit strategy, fire department access, sprinkler rooms.
Drawing Index	Yes
Abbreviations, Symbols	Yes

PLANS

Site	Boundaries, setbacks, new and existing development, plazas, pedestrian and vehicle access maneuvering diagram, service and loading areas. Building footprint.
Demolition	Site and Building Demolition Plan indicating general areas of demolition.
Floor	All, basic dimensions, building grids, materials & equipment. Service facilities (loading docks and truck maneuvering diagrams). Bicycle facilities. Walkways, stairs and ramps attached to building. Shafts, chases, stairs, elevator shaft and elevator equipment room, and utility equipment rooms. Support spaces/rooms: electrical, mechanical, toilets, janitor.
Roof	Plan with equipment, skylights, materials. Indicate conceptual window maintenance system.
Ceiling	Conceptually show typical with lighting, access panels, exit signs, and diffuser locations. Heights of ceilings and soffits (unless in Room Finish Schedule). Fire sprinkler design layout considerations.
Elevator	Locations, Legends, elevator type (speed, size and loading capacity)
Reference	Net to gross area calculations, Elevator Legend, Program criteria
Finish	Preliminary Room Finish Schedule (May be in Project Manual).

30% DESIGN DEVELOPMENT	
Furniture	-
Signage	Scope description
Equipment	
Casework	Shown on Plans
ELEVATIONS	
Exterior	All elevations (enlarged not required), basic dimensions, materials. Building envelope limits permitted and proposed.
Interior	Special to describe design features
SECTIONS	
Building	At least one key section.
Wall	Typical sections as required to describe
Elevators and Stairs	-
DETAILS	
Details	Special features. Details for each material transition indicated on the typical exterior wall sections.
CONSULTANTS	
STRUCTURAL DRAWINGS	
PLANS	Written system description including seismic analysis/proposed strengthening techniques, and load and floor flatness criteria. Plans: foundation, floor framing, roof framing, shear walls, braced frames, retaining walls (building and site), typical column and beam sizes, slab recesses, shoring concept. Foundation design based on Geotechnical Report (by others).
ELEVATIONS	CMU and concrete wall elevations, braced and moment frame elevations
SECTIONS	Wall sections
DETAILS	-
MECHANICAL-HVAC DRAWINGS	
PLANS	System description, One-line flow diagram, Equipment, intake & exhaust locations, Energy code narrative. Special occupancy zones. Roof mounted equipment areas, mechanical room dimensions.

30% DESIGN DEVELOPMENT

PLUMBING DRAWINGS

PLANS System description, Fixture, chase, & header locations. Room and chase dimension requirements. Water use analysis for building and site irrigation/ and verification of site service capability.

FIRE PROTECTION DRAWINGS

PLANS System description, Utility, standpipe & valve locations, fire department connections. Point of connection to site utility. Riser room location and dimensions. Verification of site service capability.

FIRE ALARM DRAWINGS (Sometimes part of the Electrical set)

PLANS System description

ELECTRICAL DRAWINGS

PLANS Lighting:
System description, Plan layout
Power, data, communication & security, electrical room dimensions required and panel locations.
System descriptions
Exits noted

LANDSCAPE & IRRIGATION/HARDSCAPE DRAWINGS

PLANS Planting concept and irrigation. Removed and protected areas. Type, size, and location of vegetation. Point of connection to existing or new service. Hardscape areas and types indicated.

CIVIL DRAWINGS

PLANS Topographic and Surface Utility Survey (if not provided by others), cut/fill, paving, utilities with service points/inverts to site for water, sewer, storm indicated. Indicate all onsite utilities to remain. Horizontal control layout point. Grading datum. Driveways, roads, entrances and loading docks. Walkways, stairs, and ramps not connected to the building.

OTHER DRAWINGS

As required to define scope of other work.

General Project Schedule:

General Design Development and Construction Schedule:

The following work program schedule is a simplified version of a more detailed programmatic scope and schedule will be prepared for the City.

- Conduct Public Meetings 7/21/08 +- 8/21/07 +- a final
community presentation date to be determined
- Schematic Design Documents 8/28/07
- 30% Design Development Documents 10/30/07
- Submit for Permits 1/4/08
- Construction Documents 1/31/08
- Construction Start 5/2/08
- Certificate of Occupancy 8/27/09
- Move-in 9/1/09