

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION 16-2014

A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, APPROVING A CONTRACT FOR ARCHITECTURAL SERVICES WITH THE DRIFTMIER ARCHITECTS, PS.

WHEREAS, the Board of Commissioners of North Beach Water District has determined to build a business office and equipment building on District property located at 2306 272nd Street Ocean Park, WA 98640; and

WHEREAS, the District, in accordance with chapter 39.80 RCW, requested statements of qualifications from architects and engineers to provide plans, drawings, specifications, and other professional services related to the construction of the above referenced business office and equipment building; and

WHEREAS, the District's received and reviewed four statements of qualifications from interested firms and using selection criteria established by the District determined The Driftmier Architects, PS was the most qualified firm to provide architectural services for this project ; and

WHEREAS, the District was able to negotiate a contract with The Driftmier Architects PS at a price the District deems fair and reasonable; now, therefore

BE IT RESOLVED by the Board of Commissioners of North Beach Water District, Pacific County, Washington, to approve the Contract for

Architectural Services with The Driftmier Architects, PS attached hereto and incorporated herein as Exhibit A.

ADOPTED BY the Board of Commissioners of North Beach Water District, Pacific County, Washington at its special meeting held on the 12th day of August, 2014.

Brian Sheldon, Commissioner
Position #1

Gwen Brake, Commissioner
Position #2

Glenn Ripley, Commissioner
Position #3

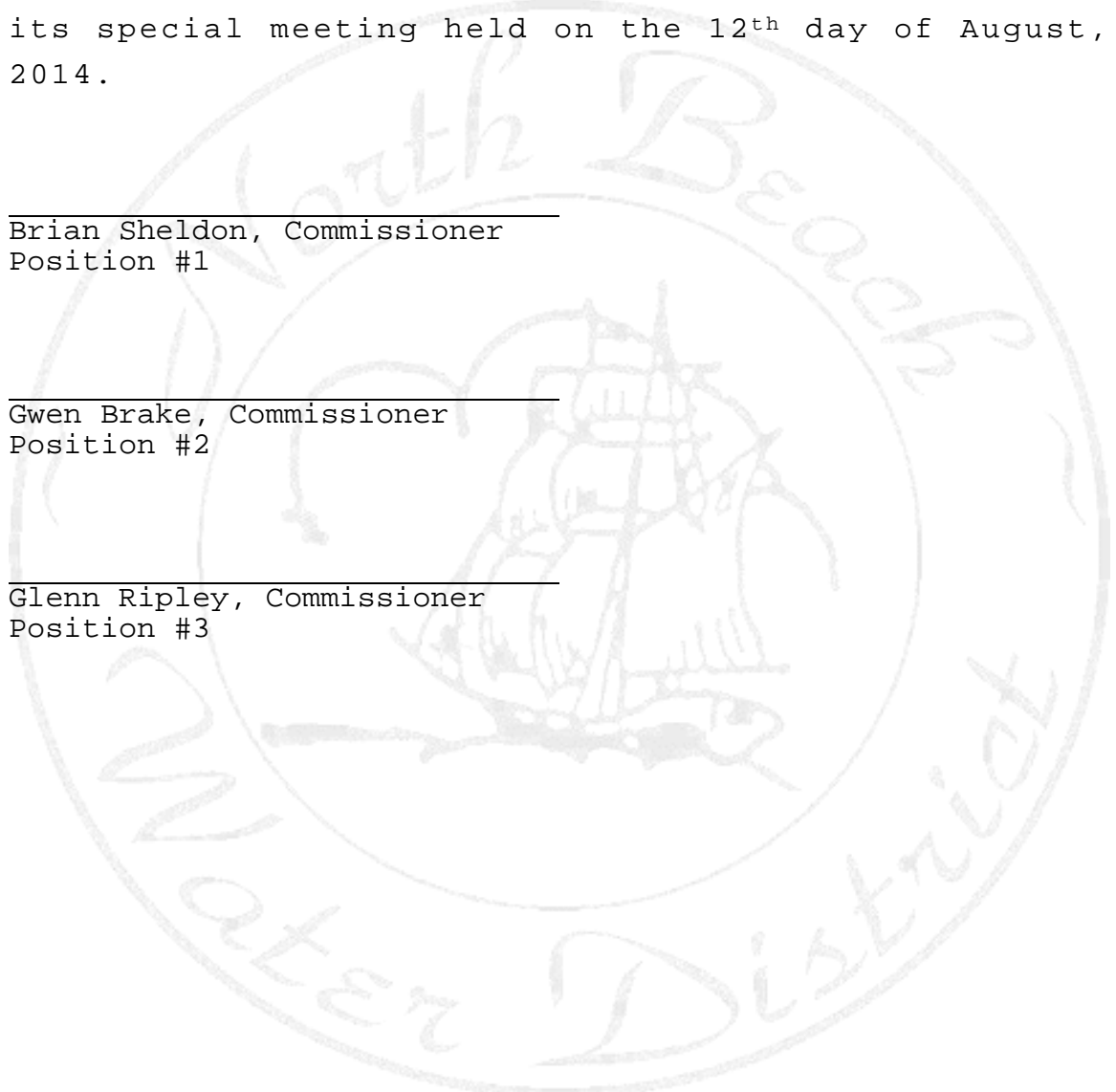


EXHIBIT A

ARCHITECT SERVICES CONTRACT

THIS CONTRACT for Architect services is between North Beach Water District (“District”) and The Driftmier Architects, PS (“Architect”).

1. Scope of Architect Services. Architect shall perform the services described in the scope of work attached as Attachment A. If specified in Attachment A, the services shall be performed pursuant to task orders issued by District.

2. Compensation and Payment.

a. District shall pay Architect for the services as indicated below (check one):

_____ Fixed fee, including all services, costs, and taxes, in the amount of \$_____; or

X Time and materials based on the rates described in Attachment B, not to exceed \$109,730.50 ; or

_____ Other, in an amount not to exceed \$_____. See Attachment B.

b. Architect shall submit a detailed monthly billing for all services in a format reasonably satisfactory to District, which format shall include, at a minimum, total authorized contract amount, charges and costs to date and current billing amount. District shall pay the invoices within thirty (30) days of receipt, except as to any disputed amounts.

3. Schedule of Work. Architect shall commence services upon receipt of notice from District to do so, and shall (check one):

_____ Complete the services by _____; or

X Perform the services in accordance with the schedule on Attachment C.

Subcontractors. Architect shall not subcontract or assign any portion of the services covered by this contract without prior written approval of District.

5. Changes. District may, from time to time, authorize in writing changes or modifications in the scope of services to be performed under this contract. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this contract, or

EXHIBIT A

pursuant to terms and conditions mutually agreed to by the parties. District shall compensate Architect only for services performed or costs incurred that are within the scope of services authorized by this contract, or any modifications to the contract in accordance with this section.

6. Insurance. Architect shall maintain throughout the performance of this contract the following types and amounts of insurance:

- a. Umbrella liability covering personal injury and property damage claims arising from the use of hired and unowned motor vehicles with combined single limits of One Million Dollars (\$1,000,000).
- b. Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.
- c. Coverage shall include, but not be limited to: blanket contractual, products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
- d. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).
- e. The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by District, except as respects losses attributable to the negligence of District; and (3) shall state that District will be given thirty (30) days prior written notice of any cancellation or suspension of or material change in coverage.
- f. District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of Architect, and a copy of the endorsement naming District as an additional insured shall be attached to the Certificate of Insurance.
- g. Before commencing work and services, Architect shall provide to District a Certificate of Insurance evidencing the insurance

EXHIBIT A

described above. District reserves the right to request and receive a certified copy of all required insurance policies.

- h. The above insurance limits do not constitute a limit on Architect's liability to District. Any payment of deductible or self-insured retention shall be the sole responsibility of Architect.

7. Indemnification. Architect shall protect, defend, indemnify and save harmless District, its officers, employees and agents from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or resulting from the acts, errors or omissions of Architect, its officers, employees and agents in performing this Contract, except for injuries and damages caused by the negligence of District.

8. Ownership and Use of Documents. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Architect in connection with the services rendered under this contract except working notes, internal documents and standard details ("Documents"), whether finished or not, shall be the property of District. Upon request, Architect shall forward the Documents to District in hard copy and in digital format that is compatible with District's computer software programs. If District uses the Documents for purposes other than those intended in this contract, without written permission of Architect, District shall do so at its sole risk.

9. Termination. This contract may be terminated by either party upon fifteen (15) days written notice if the other party fails to substantially perform in accordance with the contract.

10. Dispute Resolution.

- a. Mediation. If any dispute, controversy, or claim arises out of or relates to this contract, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.
- b. Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation with venue in Pacific County. The laws of the State of Washington shall govern this contract.

EXHIBIT A

11. Effective Date. The effective date of this contract shall be the date that the contract is signed by an authorized representative of District.

12. Independent Contractor. Architect is and shall be at all times during the term of this contract an independent contractor.

13. Compliance with Laws. Architect shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the services to be performed under this contract.

NORTH BEACH WATER DISTRICT

The Driftmier Architects, PS
(Architect)

By: _____

By: _____

Typed Name: _____

Typed Name: Rick Driftmier AIA

Its: General Manager

Its: President

Address: 25902 Vernon Ave., Ste. C

Address: 7983 Leary Way NE

PO Box 618

Redmond WA 98052

Ocean Park, WA 98640

Telephone: 360.665.4144

Telephone: 425-881-7506

Fax: 360.665.4641

Fax: 425-881-7306

Date: _____

Date: _____

Attachment A

Scope of Work

Architect shall perform the services described in this scope of work for the construction of a building at 2306 272nd Street Ocean Park, WA 98640.

Phase I Schematic Design

In Phase I the Architect will:

- 1st. Create a base site drawing and rough building layout based on a survey and drawing provided by the District's general manager.
- 2nd. Gather all relevant documentation of site conditions (i.e. surveys, wetland delineations, soils studies, etc.) available through the District and verify Pacific County zoning requirements.
- 3rd. Visit 2306 272nd Street, with the District's general manager or designee, to evaluate site conditions and gather intrinsic and extrinsic data on the existing buildings and other site specific features.
- 4th. Using Data obtained above, prepare site concept and floor concept plans for the District's review.
- 5th. One meeting with District in Ocean Park to review concept site and floor plans and create a single layout.

Deliverables:

Phase I will be complete when Architect delivers to the District the following:

1. Base site drawing including a Site Constraints Plan that will identify any additional required permitting or studies that will be necessary prior to building permit application.
2. Site drawings and building layout drawings as approved by the District.
3. Attend a Board meeting, remotely, to brief the Board on the base site drawing, required permitting or studies, answer questions, and lay out critical path for phase II through IV.

Inclusions:

1. The Architect will spend one day on site gathering data described in phase 1.
2. The Architect will make one trip to Ocean Park to review the Site Drawings and Building Layout with the District and will make as many

revisions to the site plan and the building layout plan as the District requests (The estimated hours below assumes two revisions of the site plan and two revisions of the building layout).

Optional Item:

1. Upon Request the Architect will attend the Board meeting described in deliverables above in person.

Estimated number of Hours to complete Phase I:

• Principal Architect:	<u>42</u>
• Associate Architect:	<u>0</u>
• Senior Project Manager:	<u>97</u>
• Project Manager:	<u>0</u>
• Senior Designer:	<u>0</u>
• Designer:	<u>0</u>
• CADD Operator:	<u>0</u>
• Administrative Coordinator:	<u>0</u>
• Total:	<u>139</u>

Estimated Number of Days required to complete Phase I:

Days: 42 Review: 14

Phase II Design Development

In Phase II the Architect will:

- 1st. Using approved drawings from Phase I develop the final design/drawings, which will include architectural and structural considerations and include information on the architectural drawings for bidder designed mechanical and electrical systems.
- 2nd. If needed, solicit and review with District proposals for sub-consultant work required for the project. (i.e. septic design, soils engineer, wetland delineation...)
- 3rd. If needed, assist the District in preparation of a scope of work for a surveyor and civil engineer. (i.e. grading permits, identifying property lines and elevations, utilities.)
- 4th. Complete State Environmental Protection Act (SEPA) checklist and assist District in processing SEPA for the project.

Deliverables:

Phase II will be complete when the Architect delivers to the District the following:

1. Final Development design/drawing that includes architectural and structural considerations and information on the architectural drawings for bidder designed mechanical and electrical systems.
2. Completed SEPA Checklist (timeline overlaps Phases).
3. Cost estimate from professional cost estimator.
4. Attend a Board meeting, remotely, to brief the Board on the final Development design/drawing, answer questions, and lay out critical path for phase IV and V.

Inclusions:

1. . Architect will send final Design Development drawings to the District and review them via telephone.

Optional item:

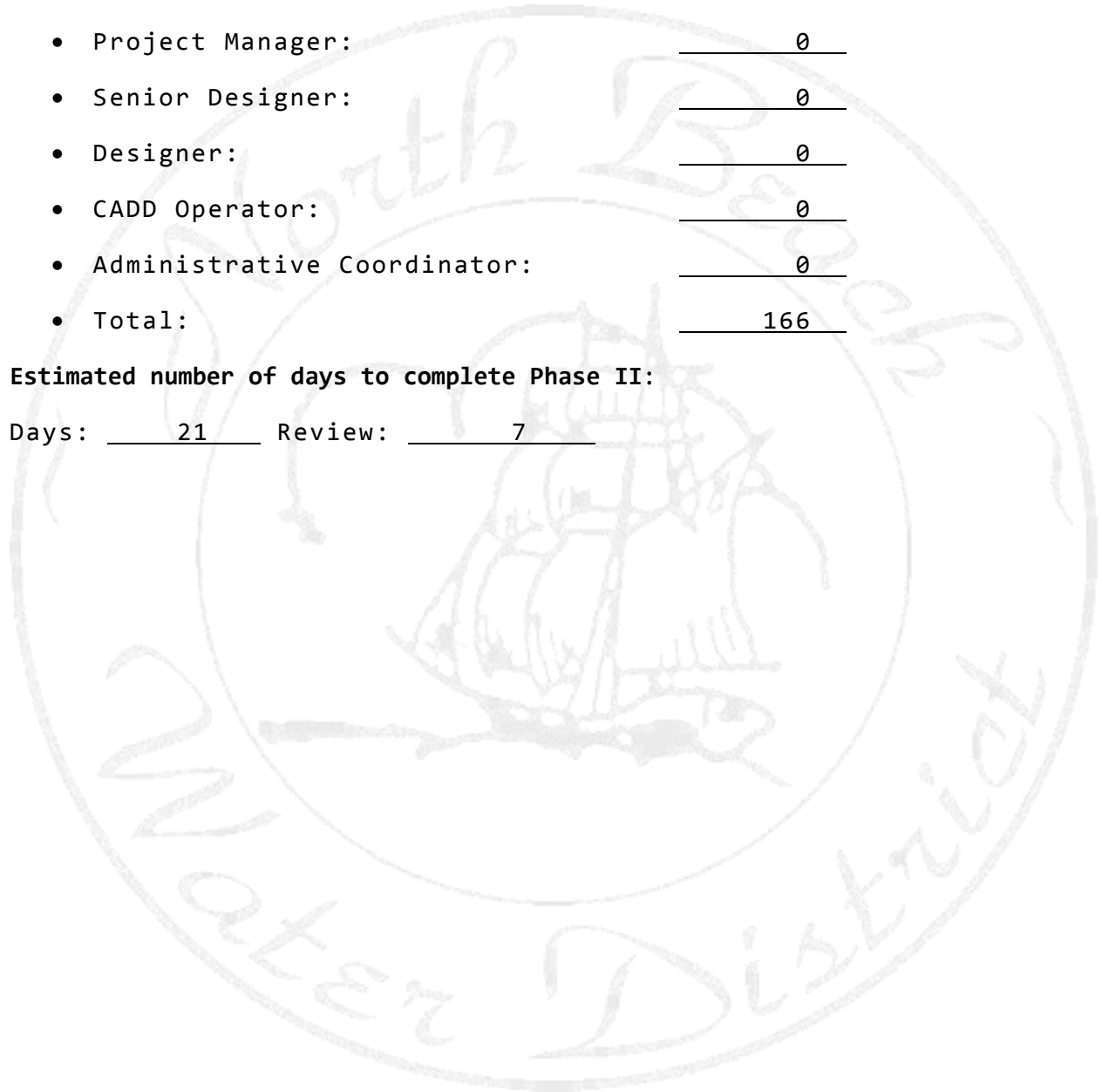
1. Processing for SEPA review.
2. Value Engineering.
3. Upon request, the Architect will attend the Board meeting described in deliverables above in person.

Estimated number of Hours to complete Phase II:

- Principal Architect: 40
- Associate Architect: 0
- Senior Project Manager: 126
- Project Manager: 0
- Senior Designer: 0
- Designer: 0
- CADD Operator: 0
- Administrative Coordinator: 0
- Total: 166

Estimated number of days to complete Phase II:

Days: 21 Review: 7



Phase III Construction Documentation

In Phase III the Architect will:

- 1st. Prepare drawings and specifications for construction of the building. Drawings will be appropriate for permit submittal, bidding, and construction.
- 2nd. Coordinate with sub-consultants as required.
- 3rd. Note - Mechanical and electrical work will be bidder designed based on general layout and fixture specifications included in the construction documents.

Deliverables:

Phase III will be complete when the Architect delivers to the District the following:

1. Construction drawings and specifications (Construction Documents). It is assumed that Architect's typical front end specifications will be used, subject to District approval.

Inclusions:

1. The Architect will provide the District with draft deliverables and via telephone conference will review the draft deliverables with the commissioners and general manager prior to submittal final deliverables to the District.

Optional items:

1. Adapting specifications to non-Driftmier standard front end specifications.
2. Architect will attend Board Meeting if requested.

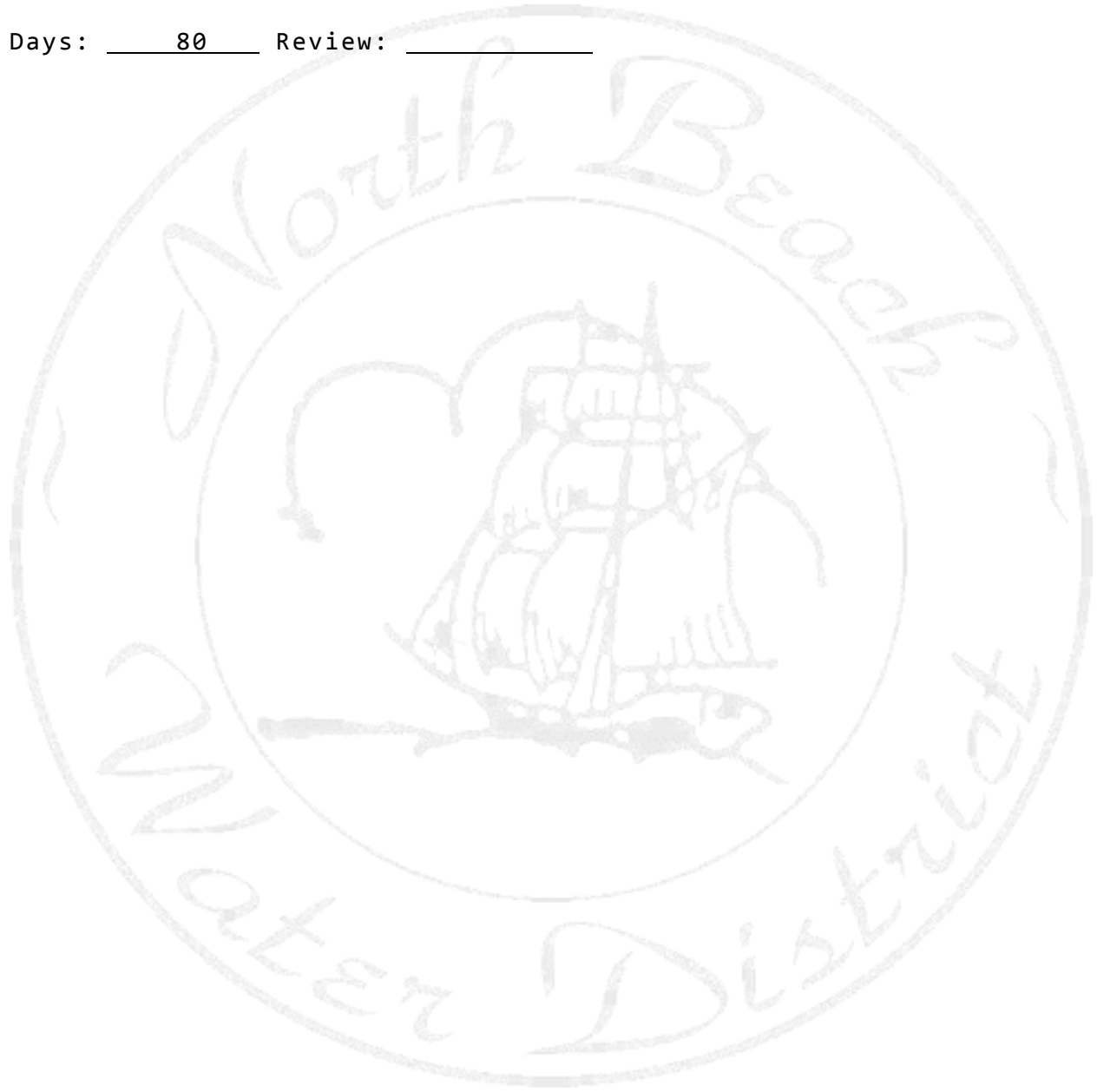
Estimated number of Hours to complete Phase III:

• Principal Architect:	<u>50</u>
• Associate Architect:	<u>0</u>
• Senior Project Manager:	<u>228</u>
• Project Manager:	<u>0</u>
• Senior Designer:	<u>0</u>
• Designer:	<u>0</u>

- CADD Operator: 0
- Administrative Coordinator: 0
- Total: 278

Estimated number of days to complete Phase III:

Days: 80 Review:



Phase IV Permits and Bidding

In Phase IV the Architect will:

- 1st. Represent the District in the application for building permit and plans review.
- 2nd. Represent the District during the permit review period.
- 3rd. Respond to Pacific County review comments.
- 4th. Prepare bid documents and advertisements.
- 5th. Schedule and attend one Pre-Bid meeting on site.
- 6th. Respond to bidders inquiries and
 - a. Respond to all request for substitutions from bidders (The estimated hours below assumes a total of five request); and
 - b. Issue as many addenda to the bid documents as required (The estimated hours below assumes a total of three addenda)
- 7th. Administer bid opening in Ocean Park.
- 8th. Analyze bids, research bidders and assist District in award.
- 9th. Assist District in negotiation of the Owner/Contractor Agreement.

Deliverables:

Phase IV will be complete when the Architect delivers to the District the following:

1. A complete set of bid documents and advertisement of bid.
2. Report on bid results with recommendation for award or no award.
3. A recommended Owner/Contractor Agreement with the awarded bidder for the Boards consideration, if awarded.
4. Building permit to complete the project.

Inclusions:

1. The Architect will forward the application and plans to the District for District to submit to Pacific County building department in Pacific County.
2. The Architect will attend one project review meeting with Pacific County (while attending Schematic Design meeting with District) and

will respond to Pacific County during the review period via telephone as needed.

3. The Architect will respond to Pacific County, in writing and to as many rounds of review comments as needed to obtain a building permit (The estimated hours below assumes one round of review comments).
4. The Architect will administer the bid process including management of the Pre-bid meeting and communication with bidders during the bidding process.
5. Attend a Board meeting, remotely, to brief the Board on the permit conditions, answer questions, and lay out critical path for Bidding.
6. Attend a Board meeting, remotely, when award is to be considered.

Optional items:

1. Upon request, the Architect will attend the board meeting(s) described in deliverables above in person.
2. If requested, the Architect will attend additional project review meetings with Pacific County related to permits (beyond meeting included above).

Estimated number of Hours to complete Phase IV:

• Principal Architect:	<u>40</u>
• Associate Architect:	<u>0</u>
• Senior Project Manager:	<u>120</u>
• Project Manager:	<u>0</u>
• Senior Designer:	<u>0</u>
• Designer:	<u>0</u>
• CADD Operator:	<u>0</u>
• Administrative Coordinator:	<u>0</u>
• Total:	<u>160</u>

Estimated number of days to complete Phase IV:

Days: 45 Review: 0

Optional Phase Construction:

The scope of work described in Optional Phase Construction is not included in the not to exceed estimated hours. Architect agrees to perform this work, if requested by the District, by amendment to the Contract.

The Architect will provide the District with an estimated hours and number of days for Optional Phase Construction upon request but not before the completion of Phase IV.

The Architect agrees to perform the work identified in Optional Phase Construction at the same hourly rates as Phases I through Phase V.

In Optional Phase Construction the Architect will:

- 1st. Review and recommend to the District approval of the Contractor's:
 - a. Schedule of values.
 - b. Construction schedule.
 - c. Other administrative submittals.
- 2nd. Administer the Contractor's:
 - a. Requests for Information (RFI's).
 - b. Material and equipment submittals.
 - c. Shop drawings.
 - d. Other construction submittals.
- 4th. Schedule and make site observations during construction.
- 5th. Review Construction Change Proposals or Requests and Change Orders and make recommendations to the District for approval, rejection or modification.
- 6th. Review payment requests and make recommendations for such to the District.
- 7th. Perform one Substantial Completion walk through and compile punch list.
- 8th. Perform one final walk through to verify completion of punch list items and to determine if Physical Completion has been achieved.
- 9th. Obtain from Contractor release of liens, warranties and guarantees, O&M manuals, and the Contractor's record set of documents marked-up with any changes that were performed.
- 10th. Notify District that the project is ready for Final Payment and Final Acceptance. Notify District that after these events, the District is required to notify the State to release retainage.

ATTACHMENT B

Design Fee & Fee Schedule

A. Scope Included in Fee

The below fee includes all work outlined in Phases I through Phase VI of the attached Attachment A "Scope of Work". The fee does not include items outlined in Phase VII in the Scope of Work.

B. Compensation for Phase I through VI

Compensation for the items outlined in Phases I through VI including up to 743 hours of staff time and a 10% allowance for reimbursables will not exceed \$109,730.50. Staff time and reimbursable expenses will be invoiced as shown on the published Professional Fee and Billing Schedule below. Any additional services requested or time invested beyond 840 hours will be provided on a time and materials basis but are not included in the not-to-exceed limit.

Fee Amount:	Not to exceed	\$ 99,755.00
Reimbursable Expense Allowance:		<u>\$ 9,975.50</u>
Total Not to Exceed Amount:		<u>\$ 109,730.50</u>

PROFESSIONAL FEE & BILLING SCHEDULE

A. Professional Fees

Job Title	
Principal Architect	\$ 165.00/hour
Associate Architect	\$ 140.00/hour
Senior Project Manager	\$ 125.00/hour
Project Manager	\$ 110.00/hour
Senior Designer	\$ 95.00/hour
Designer	\$ 85.00/hour
CADD Operator	\$ 75.00/hour
Administrative Coordinator	\$ 85.00/hour

B. Job Incurred Expenses

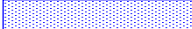

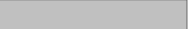





The following expenses will be direct reimbursable items x 1.15:

1. Expenses incurred in reproduction of documents, photography, typing/clerical (billed at \$80.00 per hour), necessary travel, telephone, telegraphic, courier services, and subsistence.
2. Consultant fees such as civil, structural, mechanical, electrical, soils and solar engineers, surveyors, cost estimators, and specification writers, when not specifically included in the agreement.
3. Travel by private automobile at current IRS standard mileage rate.

- C. Our billing periods extend from the 26th of the month through the 25th of the following month. You may expect to receive your monthly statement on or about the first of each month. Interim special statement formats are available on request.
- D. All statement amounts that remain unpaid 20 days from the date of the original billing will be service charged at 1-1/2% per month (18% per annum). Service charges will be retroactive to the date of original billing.
- E. Billing rates set forth above are fixed for 12 months from execution of agreement. After 12 months the rates shall be adjusted in accordance with the normal salary review practices of The Driftmier Architects, P.S.

ID	Task Name	Duration	Start	Finish	2015																	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	PHASE I- SCHEMATIC DESIGN	40 days	Mon 8/4/14	Fri 9/26/14	/4																	
4	PHASE II- DESIGN DEVELOPMENT	20 days	Mon 9/29/14	Fri 10/24/14																		
7	SEPA	30 days	Mon 9/29/14	Fri 11/7/14																		
8	PHASE IV- CONTRACT DOCUMENTATION	57 days	Mon 10/27/14	Tue 1/13/15																		
12	PHASE VI- BID	31 days	Wed 1/14/15	Wed 2/25/15																		
16	CONSTRUCTION PERIOD	155 days	Thu 2/26/15	Wed 9/30/15																		

**North Beach WD
Preliminary Schedule
Office & Equipment Bldg**

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	