

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

**RESOLUTION 20-2014**

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, APPROVING A CONTRACT FOR ARCHITECTURAL SERVICES WITH DAVID E. JENSEN ARCHITECT, 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 272<sup>nd</sup> 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 David E Jensen Architect, PS was the most qualified firm to provide architectural services for this project ; and

**WHEREAS**, the District was able to negotiate a contract with David E Jensen Architect, 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

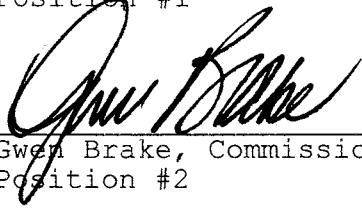
Architectural Services with David E. Jensen  
Architect, PS attached hereto and incorporated  
herein as Exhibit A.

**ADOPTED BY** the Board of Commissioners of North  
Beach Water District, Pacific County, Washington at  
its special meeting held on the 10th day of  
September, 2014.



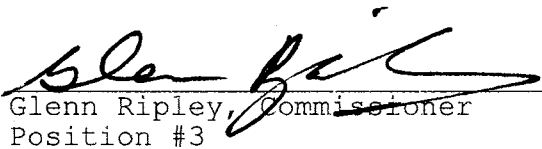
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Brian Sheldon, Commissioner  
Position #1



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Gwen Brake, Commissioner  
Position #2



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Glenn Ripley, Commissioner  
Position #3

EXHIBIT A

ARCHITECT SERVICES CONTRACT

THIS CONTRACT for Architect services is between North Beach Water District ("District") and David E. Jensen Architect, 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

\_\_\_\_\_ Time and materials based on the rates described in Attachment B, not to exceed\_\_\_\_\_; or

X Ten and one half percent (10.5%) of construction cost and other reimbursables as described in Attachment A.

b. On or about the fifth (5<sup>th</sup>) day of each month the Architect shall submit a detailed monthly billing for all services performed in the preceding month 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 twenty five (25) days of receipt, except as to any disputed amounts. Interest at 12% per annum will accrue on invoices not paid within forty (40) days.

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 B.

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

## EXHIBIT A

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 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 One Million Dollars (\$1,000,000).
- 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.

EXHIBIT A

- g. Before commencing work and services, Architect shall provide to District a Certificate of Insurance evidencing the insurance 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

EXHIBIT A

venue in Pacific County. The laws of the State of Washington shall govern this contract.

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

David E. Jensen Architect, PS  
(Architect)

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: David E Jenson

Its: General Manager

Its: Principal

Address: 25902 Vernon Ave., Ste. C

Address: P.O. Box 6

PO Box 618

Long Beach, WA 98631

Ocean Park, WA 98640

Telephone: 360.665.4144

Telephone: 360.642.3507

Fax: 360.665.4641

Fax: 360.642.8636

Date: \_\_\_\_\_

Date: \_\_\_\_\_



DAVID E. JENSEN ARCHITECT P.S.

Architecture, Project Management, Historic Preservation, Planning

## **Architectural Services Scope of Work**

Architectural services will be completed in four phases. These are listed and defined below:

- Programming and Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Construction Administration Phase

### **Programming and Schematic Design**

Preliminary meeting(s) will be held with the Architect to determine the Client's functional needs, general aesthetic goals, projected budget and time schedule. Based on this information, the Architect prepares preliminary scheme(s) in sketch form.

There will be a series of progress meetings to assess and critique the scheme(s). Throughout these meetings, the Architect will assist the Client in analyzing and revising the project scope, schedule, and budget options. The site will be analyzed for traffic flows, prevailing winds, and other items that will influence building design. Progress drawings will be presented at each meeting. Multiple design alternatives may be explored with these drawings in order to hone in on the specific design that meets all the project goals.

The Architect will present sketches to the owner for approval. These sketches may consist of exterior elevations, exterior perspectives, site plan, floor plans, and building sections. At this point, the sketches are conceptual in nature and not to an exact scale. This provides the Client with the opportunity to verify that the Architect has correctly interpreted the desired functional relationships between various activities. The approved sketches will be upgraded to CAD drawings in order to present a more specific set of plans.

A preliminary project schedule for completion of construction and a cost estimate will be prepared based on square footage costs. The Client will be able to select a scheme and critique it for remaining issues. The Architect will provide final schematic drawings (plans and elevations) that reflect the approved scheme.

### **Design Development**

Based on schematic plan approval, the Architect will proceed with the selected design. Progress meetings will be held to refine the schematic design. The Architect will assist the Client in analyzing the project scope, schedule and budget options. Computer drafted to-scale drawings, will be provided with dimensions, that will illustrate the full size, character and scope of the project.

- Site plan
- Foundation plan
- Floor plans
- Roof plan
- Sections
- Exterior elevations
- Interior elevations
- Details
- Flow of egress
- Accessible flow plan
- Outline specifications
- Electrical plan
- Mechanical plan
- Statement of Probable Costs

It is important that the Client provide input at this time as the design development drawings will be used as the basis for the Construction Documents.

During this phase the cost estimate and schedule are updated with more specific information.

### **Construction Documents Phase**

Based on the approved design, Architect will provide complete Construction Documents and Specifications setting forth the requirements for the Owner. Architect and Owner will have periodic meetings to ensure accuracy and illustrate project progress.

- The Architect uses CAD to create detailed Floor Plans, Exterior and Interior Elevations, Building Sections, Building Details, Window and Door Schedules, and Finish Schedules. Plans shall be complete to a level that all contractors can provide accurate bids and complete the Work.
- The Architect works with Mechanical, Electrical, and Structural Engineer so that they can provide complete, accurate drawings and specifications to be included in the Construction Documents.
- The Architect meets with the Client, researches, and uses expertise in the regional climate to specify products that will be both aesthetically pleasing and functional.
- The Architect shall prepare and submit to Client for review a list of required Contractor submittals, such as material, shop drawings, and equipment submittals that the Architect recommend be included in the Construction Contract.
- The Architect will prepare all necessary bidding documents and use several resources, including, but not limited to, Contractor feedback, Product Catalogs, and expertise to provide a detailed Statement of Probable Costs based on the approved Construction Documents.



- The Architect will submit the required amount of copies of the completed Construction Documents to the Client.
- The Architect shall assist the Client in making the application for a building permit.

**Bidding and Construction Administration Phase**

The Architect, following the Client's approval of the Construction Documents and the Statement of Probable Costs, shall assist the Client in obtaining bids or negotiated proposals and assist in awarding the preparing contracts for construction. The Architect shall provide administration of the Contract for Construction as follows:

- The Architect shall be a representative of and consult with the Client during the construction.
- The Architect shall visit the site at intervals appropriate to the Contractor's operations to become generally familiar with and keep the Owner informed of progress and the quality of the Work.
- The Architect shall report to the Client known deviations from the contract.
- The Architect shall have access to the work whenever it is in progress.
- The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
- The Architect shall have authority to reject Work that does not conform to the Contract Documents.
- The Architect shall review, approve or take other action upon Contractor's submittals.
- The Architect shall prepare Change Orders and Construction Change Directives with supporting data for the Client's approval.
- The Architect shall conduct inspections of the Work to establish the dates of Substantial Completion and final completion.
- The Architect shall interpret and decide matters concerning performance of the Work. Such interpretations and decisions shall be consistent with the intent of and reasonably inferable from the Contract Documents.

**Progress payments** for Basic Services in each Phase shall total the following percentages of the total compensation:

<b>Schematic Design Phase:</b>	Fifteen percent	(15%)
<b>Design Development Phase:</b>	Twenty five percent	(25%)
<b>Construction Documents Phase:</b>	Forty percent	(40%)
<b>Contract Administration Phase:</b>	Twenty percent	(20%)
<b>Total Compensation:</b>	One hundred percent	(100%)

The Client shall provide full information, including a program of objectives, schedule, and budget with reasonable contingencies and criteria. The Client shall also furnish surveys describing the physical characteristics and legal limitations for the site of the Project. The Architect shall be entitled to rely upon the accuracy and completeness thereof.

### **Compensation**

The Client agrees to compensate the Architect for the aforementioned Basic Services at a rate of ten and one half percent (10.5%) of the construction costs.

The Construction Cost shall be the total cost or estimated cost to the Client of all elements of the Project designed or specified by the Architect.

The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Client and any equipment which has been designed, specified, or selected by the Architect, plus a reasonable allowance for the Contractor's overhead and profit.

Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, and financing or other costs that are the responsibility of the Client.

Compensation is payable monthly and is due within 25 days of the Architect's invoice. Interest after 40 days will accrue at the rate of 12% per annum.

**Additional services** shall be provided if authorized by the Client and compensated at the following rate:

Principal -	\$ 95.00
Staff -	\$ 24.00
Computer Drafters -	\$ 30.00

Such additional services shall include, but not be limited to:

1. Making revisions in Drawings, Specifications or other documents when such revisions are:
  - (a) Inconsistent with approvals or instructions previously given by the Client.
  - (b) Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
  - (c) Due to changes required as a result of the Client's failure to render decisions in a timely manner.
2. Providing services required because of significant changes in the Project.

3. Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals and providing other services in connection with Change Orders and construction Change Directives.
4. Providing services in connection with a public hearing.
5. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

**Reimbursable expenses** include expenses incurred by the Architect in the interest of the Project for:

1. Fees paid for securing approvals of authorities having jurisdiction over the Project.
2. Reproductions—in office, during Project, at \$1.50 per sheet. Client will receive four (4) complimentary sets of final plans at the end of the Construction Documents Phase.
3. Commercial reproductions at 1.15 times the expense incurred by the Architect.
4. Travel expenses from the Architect's office to the job site in Ocean Park, WA. at a rate of \$0.56 per mile.
5. Expenses for travel beyond a 50 mile radius of the Architect's office at a rate of \$0.56 per mile.



North Beach Water District  
Equipment Building and Office Facility

Preliminary Project Schedule

