

David E Jensen Architect Contract Report:----- Bill Neal

June 8, 2016

Report:

Contract:

The North Beach Water District (District) entered into a contract with David E Jensen Architect, PS on September 10, 2014 with the adoption of Resolution 20-2014 by the Board of Commissioners (Board).

Scope of Work is detailed in Attachment A to the Contract titled "Architectural Services Scope of Work". There were four phases to the work. 1-Programming and Schematic Design, 2-Design Development, 3-Construction Documents, and 4-Construction Administration. The Scope of Work provided for a complete and functional building meeting the design and functional specifications as developed during all phases of the project.

Compensation is set in section 2 of the Contract. The Compensation is to be 10.5% of construction cost and other reimbursables as described in Attachment A. Attachment A identifies reimbursable expenses as, permit fees, reproductions, and travel. Attachment A provides guidance on determining what is and what is not "construction cost" for the purpose of determining compensation.

Additional Services are identified in Attachment A that may be needed or requested. The rate for the additional services is identified as are the conditions that would require additional services.

Schedule of Work is stipulated in section 3 of the Contract. Section 3 Refers to Attachment B as the Schedule which will be followed by the Architect. Attachment B is a gnat chart identifying the project completion date as September 15, 2015.

Changes to the Contract are covered in section 5. Changes or modifications to the scope of work may only be authorized in writing. The District shall compensate the Architect only for services performed or cost incurred that are within the scope of services authorized by the contract, or any modifications to the contract.

Insurance requirements are outlined in the Contract in Section 6. The Architect must maintain insurance as specified in the contract throughout the performance of the Contract. Required insurance and coverage limits are: Umbrella Liability \$1,000,000.00, Commercial General Liability (including blanket contractual, products/completed operations, broad form property damage, explosion, collapse, underground (XCU), and employer's liability), \$3,000,000.00, and Professional Liability (Errors and Omissions), \$1,000,000.00. The insurance must be primary to any insurance maintained by the District, except as respects losses attributable to the negligence of the District and the District shall be given 30 days prior written notice of any cancellation of suspension of or material change in coverage.

Indemnification is specified in section 7 of the Contract. Standard indemnification clause.

Ownership and use of Documents is defined in the Contract in section 8. All written documents and drawings produced by the Architect due to the project belong to the District. Documents include working notes, internal notes, and standard details. The Contract directs the Architect to forward all documents, upon request, to the District in hard copy and in digital format that is compatible with the District's computer software programs.

Termination of the Contract is provided for in the Contract in section 9. Either party may terminate the contract upon fifteen days written notice if the other party fails to substantially perform in accordance with the Contract.

Dispute Resolution is provided for in the Contract in section 10. The parties agree to first try to settle all disputes, controversy, or claims out of or relating to this contract by non-binding mediation prior to litigation.

Compensation Formula: (All figures are less WSST)

Contract Amount -----	\$698,256.72
Bid Alternate Design -----	\$115,000.00
Change Order #1 (Replaced Bid Alternate Design) -----	\$0
Change Order #2 -----	\$4,295.83
Change Order #3 -----	\$20,783.42
Change Order #4 -----	(\$294.00)
Change Order #5 -----	\$942.55
Change Order #6 -----	\$5,463.51
Change Order #7 -----	\$2,728.81
Change Order #8 -----	(\$6,500.00)
Total Constructed Cost (+ Design Elements not Contracted)-----	\$840,676.84
10.5% of Total Constructed Cost-----	\$88,271.07
Total Paid DEJ (less reimbursable)-----	\$87,344.95
Balance Due/Overpaid-----	-\$926.12
Total Reimbursables Paid-----	\$9,450.09
Total Paid to Date -----	\$96,795.04