

## AM NO. 14-062 (C6)

**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** April 1, 2014

**SUBJECT: APPROVAL OF CONSULTANT AGREEMENT FOR DESIGN SERVICES, PUBLIC SAFETY BUILDING ROOF AND BUILDING ENVELOPE REPAIRS, PROJECT NO. 70021101**

**I. RECOMMENDED ACTION:**

Approve the Consultant Agreement with Miller Hayashi Architects LLC for design services for the Public Safety Building Roof and Building Envelope Repairs, Project No. 70021101, in the amount of \$151,008, and authorize the Mayor to sign the Agreement.

**II. DEPARTMENT CONTACTS:**

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, Construction Division Manager/City Engineer	425-556-2721
Steven Gibbs, Project Manager	425-556-2729

**III. DESCRIPTION/BACKGROUND:**

The Redmond Public Safety Building was originally constructed in 1990 and is located in the center east area of the Redmond Municipal Campus. The facility is the police command center, emergency operations center, houses the City's computer infrastructure, and is in operation twenty-four (24) hours a day, seven (7) days a week.

The subject facility may be generally described as an office building with stucco and tiled walls, steel frame structural system, and low-slope, torch down and a standing seam metal roof system. The existing roof has recently started to experience an increasing rate of deterioration, which has resulted in numerous roof leaks and interior damage and has required ongoing maintenance over the last couple of years. The exterior windows are leaking and there is visible water damage on the interior of the building adjacent to the windows.

The building had a roof evaluation conducted in 2012 and was also included as part of a citywide facility condition assessment conducted earlier this year. Both reports identified immediate and longer term repairs needed to extend the useful life of the facility. The

goal of this effort is to provide preliminary and final design construction documents, to publicly advertise, bid and construct the improvements, and also prepare a phasing plan for additional improvements that will extend the useful life of the building for another 40 years.

As part of the consultant selection process, three (3) firms were selected from the City’s consultant roster and invited to submit proposals. The firms were:

<b>Consultant</b>	<b>Business Location</b>
Miller Hayashi Architects LLC	Seattle, Washington
SHKS Architects	Seattle, Washington
ORB Architects	Renton, Washington

All three firms delivered proposals. The City’s selection team evaluated the proposals and determined that Miller Hayashi Architects LLC was the most qualified firm to provide design services for this project.

**IV. IMPACT:**

A. **Service/Delivery:** This project will solve a current maintenance issue with this building and will prevent future water damage, and improve conditions for occupants.

B. **Fiscal:**

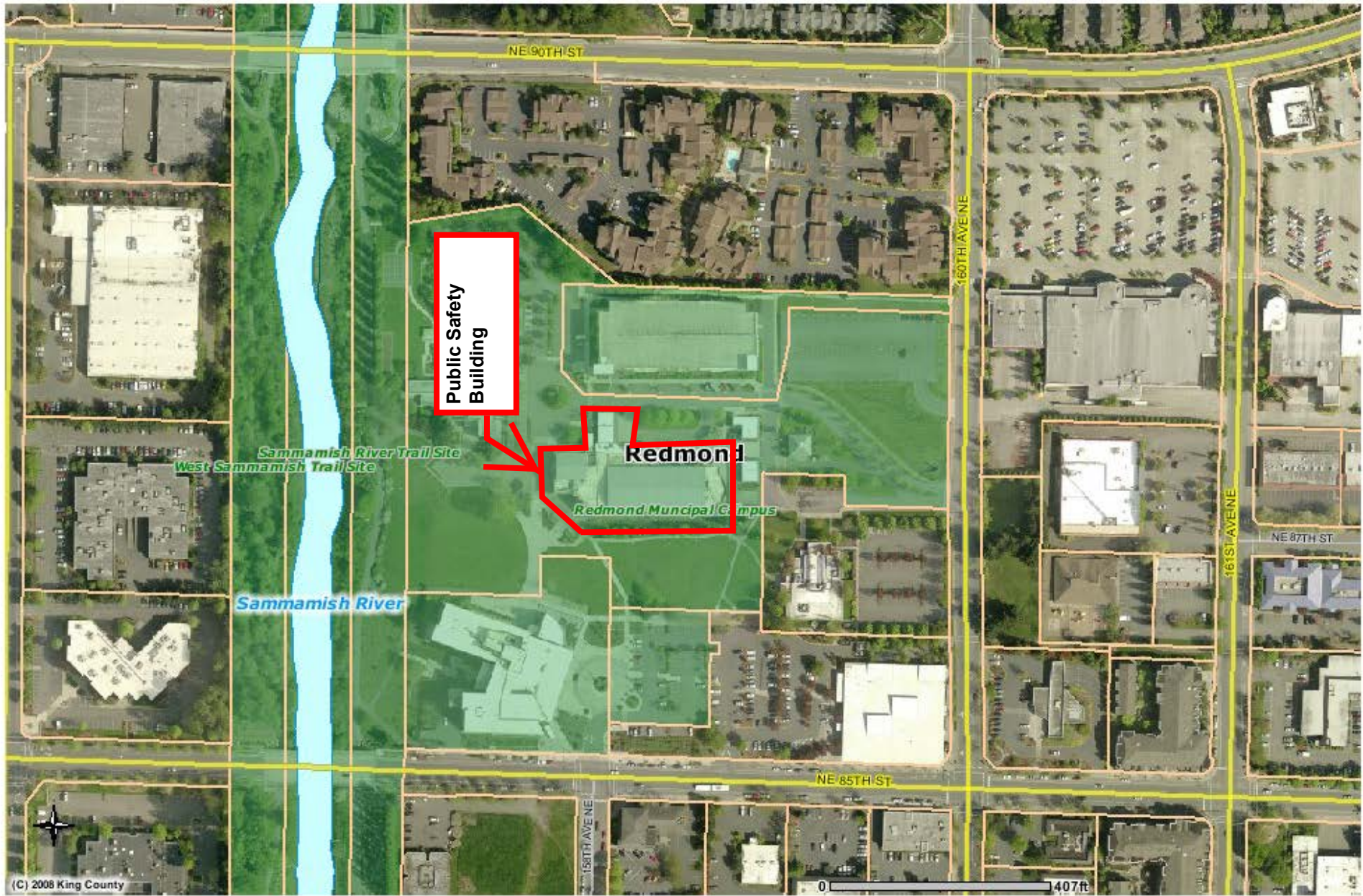
<u>Current Project Budget</u>	
General Government CIP	\$736,381
 <u>Estimated Project Costs</u>	
Design	\$201,008
Construction	<u>\$535,373</u>
Total Estimated Project Costs	\$736,381

**V. ALTERNATIVES TO STAFF RECOMMENDATION:**

The City Council may choose not to approve the Consultant Agreement for the design of the project; however, this action would delay any repairs and further damage to the building may result.



**ATTACHMENT A  
VICINITY MAP**



# CONSULTANT AGREEMENT

<b>PROJECT TITLE</b> Public Safety Building Roof and Building Envelope Repairs	<b>WORK DESCRIPTION</b> Provide preliminary and final design and construction documents and a phasing plan for improvements to the Public Safety Building.
<b>PROJECT NO.</b> 70021101	
<b>REDMOND BUSINESS LICENSE NO.</b> RED00057069	<b>CONSULTANT/ADDRESS/TELEPHONE</b> Miller Hayashi Architects LLC 118 N 35 <sup>th</sup> Street No. 200 Seattle, Washington 98103 206.634.0177
<b>FEDERAL I.D. NO.</b> 91-1991156	
<b>MAXIMUM AMOUNT PAYABLE</b>  \$151,008	<b>COMPLETION DATE</b>  December 31, 2015

## Index of Exhibits

- Exhibit "A" – Scope of Work
- Exhibit "B" – Payment (Negotiated Hourly Rate)
- Exhibit "C" – Consultant Fee Determination
- Exhibit "D" – Subcontracted Work/Fee Determination
- Exhibit "E" – Title VI Assurances

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

## WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I  
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II  
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**III  
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

**IV  
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

**V  
PAYMENT PROVISIONS**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**VI  
SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

## **VII EMPLOYMENT**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

## **VIII NONDISCRIMINATION**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 section 12101 et. seq.)



49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## **IX TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the

CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

### **XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

### **XIII LEGAL RELATIONS**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV EXTRA WORK**

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV ENDORSEMENT OF  
PLANS**

If applicable, the CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

**XVI COMPLETE  
AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XVII  
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

*CONSULTANT*

*CITY OF REDMOND*

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

**By:** \_\_\_\_\_  
John Marchione, Mayor

**Title:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### **Miller Hayashi Architects LLC**

118 N. 35th St.  
Suite 200  
Seattle, WA 98103  
T 206 634 0177  
F 206 634 0167  
millerhayashi.com

#### **Redmond PSB Weatherization Program Analysis through Implementation Plan: 4/7/2014 – 12/15/2014**

##### **Overview**

Draft 3/5/14

The intent of the current scope is to create an information base and analysis leading to the development and documentation of an implementation plan for the weatherization of the Redmond Public Safety Building (PSB). Weatherization is defined in this context as including both the short-term repairs and longer term improvements necessary to maintain and extend the service life of the PSB exterior envelope in accordance with industry practices. Implementation of the initial phase will be part of the current scope.

The Program builds upon the preliminary findings of the Roof Evaluation Report (May 2012) by Wetherholt and Associates, Facility Condition Summary (October 2013) by Meng Analysis and Infrared Building Envelope Survey (December 2013) by Colbert Infrared Services. .

The Analysis through Implementation Plan scope will provide a planning and budgeting context for the recommended and will comprise the following activities:

- Commission a due-diligence study of the PSB's envelope systems by a building envelope subconsultant, to augment the recommendations developed in the recent Roof Evaluation Report and the Meng Analysis.
- Identify broader project requirements including mechanical work, electrical work and general conditions that will impact implementation of the roof repairs and weatherization activities.
- Develop a comprehensive cost, schedule and phasing analysis of implementation measures.
- Establish a Program Implementation schedule synchronized with a comprehensive funding and procurement plan.

Current Implementation Phase to be included in this scope:

- Implement the initial phase of the plan based upon scope identified in Roof Evaluation Report and through the envelope study. Work with City of Redmond staff to develop budget based scope, permit, bid and oversee construction of the work.

Future Phases not included in this scope:

- Coordinate the implementation of the complete building envelope plan. Subsequent work to be determined as a follow on to the current scope. Work with City of Redmond staff to manage and update the implementation plan throughout the implementation period on a regularly scheduled basis.

**Schedule:**

The Analysis through Implementation Plan tasks described in this proposal are anticipated to occur over the next eight months. Implementation of the Weatherization Program is anticipated to commence with previously identified roofing projects in the summer of 2014 and extend over a period of 2 to 5 years.

**Redmond PSB Schedule**

**Project Milestones Schedule:** Updated: March 3, 2014

<b>Research &amp; Design Phase I</b>	<b>126 hours</b>	
Design Notice to Proceed		04/7
Approve Design Phase Submittal & Estimate		06/4
<b>Research &amp; Design/Structural Analysis</b>	<b>206 hours</b>	
Future Phase Schedule & Estimate		07/1
<b>Construction Documents</b>	<b>332 hours</b>	
Permit Submittal (if required)		
Submit Bid Documents for Owner Final Review		7/1
<b>Bid Period</b>	<b>60 hours</b>	
Advertise		7/15
<b>Construction Phase</b>	<b>180 hours</b>	4 months (Aug 15 - Dec 15)
Notice to Proceed		8/15
Physical Completion		12/15

**Redmond PSB Weatherization Program  
Analysis thru Implementation Plan: 4/7/2014 – 12/15/2014**

**Subconsultant Scope Descriptions**

Draft 03/3/14

**Building Envelope Consultant Scope:  
Assessment of Vertical Cladding & Glazing Systems**

Areas include:

Vertical Cladding: Tile, Fenestration, Stucco & Louver systems.

Expand Roof Investigation for Phase I work

Review original design documents, Envelope Survey

Make On Site Investigations - condition of concealed systems

Report:

Performance & anticipated lifespan of assemblies

Assess Existing Condition & Anticipated Performance Relative to Industry Standards

Assess Thermal Performance Relative to Current Standards

Recommendations for Short Term Maintenance and Long Term Improvements

Allow for 2 project team workshops/Site Investigation

Allow for 4 project meetings

Allow for 8 CA visits

**Mechanical Engineering Scope:**

**Define HVAC Scope of Waterproofing Projects**

Review Roofing/Deck Survey Documents

Review PSB HVAC System Original Design Documents & Subsequent Upgrades

Make On-Site Investigations

Report:

Define HVAC Scope for each waterproofing project including shutdowns, equipment lifting & impact of shutdowns on building occupants

Allow for 2 project team workshops/Site Investigation

Allow for 2 project meetings

Allow for 2 CA visits

**Electrical Engineering Scope:**

**Define Electrical Scope of Waterproofing Projects**

Review HVAC Scope related to waterproofing projects including, equipment shutdowns.

Review PSB Electrical System Original Design Documents & Subsequent Upgrades

Make On-Site Investigations

Report:

Define Electrical Scope related to HVAC work and incidental electrical items such as lighting, security systems, fire alarm system & impact of shutdowns on building occupants for each waterproofing project.

Allow for 2 project team workshops/Site Investigation

Allow for 2 project meetings

Allow for 2 CA visits

**Cost Analysis Scope:**

Develop Cost Model including:

Roof & Deck Waterproofing Projects

Vertical Cladding Waterproofing Projects

Vertical Glazing Waterproofing Projects

Related HVAC & Electrical Work

General Conditions & Constructability

Phasing & Schedule

Prepare Concept Level estimate

Prepare DD Level estimate & alternatives

Allow for 2 project team workshops

Allow for 2 project meetings

**Structural Engineering Scope:**

**Define Structural Scope of Waterproofing Projects**

Review Scope related to Seismic Vulnerability Analysis, and waterproofing projects including, exterior wall and roof structure.

Review PSB Original Design Documents & Subsequent Upgrades

Make On-Site Investigations

Report:

Seismic Vulnerability Analysis of the Existing Facility

Define Structural Scope related to building envelope work and incidental items such impact of shutdowns on building occupants for each waterproofing project.

Allow for 2 project team workshops/Site Investigation

Allow for 2 project meetings

Allow for 2 CA visits



**General Contractor Scope:**

**Define Contractor Scope as part of the investigation scope**

Scope related to building envelop investigation including

Assist with On-Site Investigations

Requirements:

Assist in the Performance of the investigation related to building envelope investigation work and incidental items such opening exterior envelope and patching as necessary to minimize impact on building occupants.

Allow for 1 project meetings

Allow for 2 visits

End

## **Outline of Consultant Scope of Work:**

### **1. Horizontal Roofs and Metal Roof Repairs – Phase I**

- a. Starting Point:
  - Wetherholt Roof Evaluation Report
- b. Tasks:
  - i. Analyze & Define General Conditions for each
  - ii. Expand Roof Investigation for Phase I scope of work
  - iii. Cost Analysis for each
  - iv. Prioritize projects based on urgency and impacted occupancy
  - v. Schedule projects based on
    - 1. Urgency of repair
    - 2. Conditions of impacted occupancy (time of year etc.)
    - 3. Budget Analysis
  - vi. Overall Implementation Plan
- c. Deliverables:
  - i. Base Drawings/Area of Work Index
    - 1. Roof & Plaza Level/Site Plans (existing bases or recreate)
  - ii. Roofing Program Narrative
    - 1. Program Phasing, Program Costs Summary
  - iii. Roofing Project Narratives:
    - 1. Project General Conditions, M&E, Cost Analysis
  - iv. Roofing Program Master Spreadsheet:
  - v. Roofing Program Master Implementation Schedule
- d. Project Team/Roles:
  - i. Miller Hayashi
    - 1. General Conditions, Cost & Schedule Analysis
    - 2. Priorities Analysis
    - 3. Development of Overall Schedule
    - 4. Building Permit if Required
    - 5. Construction Documents
    - 6. Assist Owner with Bid Process
    - 7. Construction Administration
    - 8. Construction Closeout Support
  - ii. Mechanical & Electrical Engineering
    - 1. Analysis of M&E requirements of Roofing Work
    - 2. Identification of shutdowns and procedures
    - 3. Construction Documents
    - 4. Construction Administration Support
  - iii. Robinson Company
    - 1. General Conditions Cost & Schedule Analysis
  - iv. Wetherholt Building Envelope Consultant
    - 1. Implementation of Work Packages
    - 2. Review Construction Documents
    - 3. Construction Administration Field Support
  - v. City of Redmond Staff
    - 1. Priorities Analysis
    - 2. Funding Plan & Procurement Analysis
    - 3. Identification & Coordination with Related HVAC Systems Maintenance and Operations Projects
    - 4. Tenant Communications

## 2. Vertical Cladding/Seismic Vulnerability Study - Phase II

- a. Starting Point:
  - i. Colbert Infrared Services Survey
  - ii. Meng Analysis Report
  - iii. Components:
    - 1. Exterior Glazed Tile
    - 2. Stucco Wall System
    - 3. Vertical Glazing & Spandrel System
    - 4. Vertical Louver System
    - 5. Flashing System
    - 6. At grade and below grade systems
      - a. Garage Structure
      - b. Plaza Structures
- b. Tasks:
  - i. Vertical Wall Due Diligence Study: Building Envelope consultant
    - 1. Review of original design documents, wall structural calculations and Survey
    - 2. Condition of concealed fastenings system
    - 3. Structural performance & anticipated lifespan
    - 4. Short term repair recommendations/confirmation of approach
    - 5. Long term maintenance and improvements recommendations
    - 6. Identify Potential Energy Efficiency Upgrades
  - ii. Vertical Cladding Life Cycle Maintenance Planning Study
    - 1. Analyze short and long term recommendations:
    - 2. Life Cycle Cost Analysis of Potential Energy Efficiency Upgrades
    - 3. Identify General Conditions
    - 4. Cost Analysis
    - 5. Schedule Analysis and Potential for Phasing of the Work
    - 6. Budgeting & Procurement Analysis
    - 7. Implementation Plan
  - iii. Seismic Vulnerability Analysis
    - 1. ASCE 31-03 seismic evaluation, including required calculations, to determine potential seismic deficiencies
    - 2. Schedule Analysis and Potential for Phasing of the Work
    - 3. Cost Analysis
    - 4. Implementation Plan
  - iv. Storm Drainage System Review
    - 1. Review of original design documents and field examination of conditions. Camera scoping of drainage lines may be required. Our assumption is that City of Redmond has a geotechnical report available for review.
    - 2. Identify system condition and provide recommendations.
    - 3. Cost Analysis
  - v. Conduit upgrades between PSB and King County Courthouse
    - 1. Review original design documents and existing conditions
    - 2. Upgrade recommendations
    - 3. Cost Analysis
- c. Deliverables:

- i. Base Drawings/Area of Work Index
    - 1. Building Elevations and Floor Plans (original or recreate CAD)
  - ii. Vertical Cladding Weatherization Program Narrative
    - 1. General Conditions, Phasing, Cost Analysis
  - iii. Vertical Cladding Spreadsheet: Short term/Long Term
  - iv. Vertical Cladding Master Implementation Schedule
  - v. Seismic Vulnerability Report
  - vi. Storm Drainage System Narrative and Cost Analysis
  - vii. Conduit Upgrade Narrative and Cost Analysis
- d. Project Team/Roles
  - i. Miller Hayashi
    - 1. General Conditions, Cost & Schedule Analysis
    - 2. Priorities Analysis
    - 3. Funding Plan & Procurement Analysis
    - 4. Development & Documentation of Overall Schedule
    - 5. Planning Study Documentation
    - 6. Planning Project Management
  - ii. Building Envelope Consultant
    - 1. Cladding Due Diligence Study
    - 2. Field Investigation
  - iii. Mechanical & Electrical Engineering
    - 1. Analysis of M&E requirements of Work
    - 2. Identification of shutdowns and procedures
    - 3. Analysis of conduit upgrade options, cost analysis
  - iv. Structural Engineer
    - 1. Analysis of M&E requirements of Work
    - 2. Structural Vulnerability Analysis
  - v. Civil Engineer
    - 1. Analysis of storm drainage system
  - vi. Robinson Company
    - 1. General Conditions, Phasing, Cost & Schedule Analysis
  - vii. General Contractor (TBD)
    - 1. Provide Cutting and Patching as needed
    - 2. Provide Lift to examine upper elements of the wall
  - viii. City of Redmond Staff
    - 1. Priorities Analysis
    - 2. Identification & Coordination with Related HVAC Systems Maintenance and Operations Projects
    - 3. Funding Plan & Procurement Analysis
    - 4. Tenant Communications

**EXHIBIT B**  
**PAYMENT (NEGOTIATED**  
**HOURLY RATE)**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

**1. Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

**2. Direct Non-Salary Costs**

Direct Non-Salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 CFR Part 31.205-46 "Travel Costs". The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

**3. Contingencies**

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

**4. Maximum Amount Payable**

The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

## **5. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

## **6. Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

## **7. Inspection of Cost Records**

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit C**

**Consultant Fee Determination**

Project Name: Public Safety Building Roof and Weatherization  
 Project Number:  
 Consultant: **Miller Hayashi Architects, LLC**

**NEGOTIATED HOURLY RATES**

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>DSC</u>	<u>Overhead</u> 35%	<u>Profit</u> 33%	<u>Total</u> Hrly Rate	<u>Total</u>
Principal		180	\$70.00	\$24.50	\$23.10	\$117.60	\$21,168
Architect VI			\$36.00	\$12.60	\$11.88	\$60.48	
Architect V			\$33.00	\$11.55	\$10.89	\$55.44	
Architect IV		328	\$29.50	\$10.33	\$9.74	\$49.56	\$16,256
Architect III			\$26.50	\$9.28	\$8.75	\$44.52	
Architect II		396	\$23.50	\$8.23	\$7.76	\$39.48	\$15,634
Architect I			\$20.00	\$7.00	\$6.60	\$33.60	
Support Staff			\$17.25	\$6.04	\$5.69	\$28.98	
Subtotal:		904					\$53,058

**REIMBURSABLES**

Mileage							
Reproduction (copies, plots, etc.)							1500
Miscellaneous							
Subtotal:							\$1,500

**SUBCONSULTANT COSTS (See Exhibit G)**

	1	69,500	0.1				\$76,450
Subtotal:							\$76,450

**TOTAL** \$ 131,008

**CONTINGENCY** \$ 20,000

**MAXIMUM AMOUNT PAYABLE** \$ 151,008

**Exhibit D**

**SUBCONTRACTED WORK**

Project Name: Public Safety Building Roof and Weatherization  
Project Number:  
Consultant: **Miller Hayashi Architects, LLC**

**The CITY permits subcontracts for the following portions of work of the AGREEMENT:**

<b><u>Subconsultant</u></b>	<b><u>Work Description</u></b>	<b><u>Amount</u></b>
Swenson Say Faget	Seismic report; Structural for roof/envelope	\$12,500.00
Hargis Engineers	Elect support for roofing; phase II analysis	\$9,500.00
Hargis Engineers	Mech support for roofing; phase II analysis	\$9,500.00
Hargis Engineers	Courthouse conduit upgrade analysis	\$2,500.00
Wetherholt	Envelope study, design support, const inspect	\$21,000.00
Robinson Group	Cost Analysis	\$9,500.00
Ceko	Civil engineering support for stormdrain eval	\$5,000.00
<b>TOTAL</b>		<b>\$69,500.00</b>



## EXHIBIT E

### TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

1. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in the same manner as in federally assisted programs of the CITY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT.
2. **NON-DISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
3. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
5. **SANCTIONS FOR NON-COMPLIANCE:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
6. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.