

PROJECT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") supplements the *Fire Department Services Agreement* between the City of Redmond ("City") and King County Fire Protection District No. 34, ("District") effective January 1, 2017 – December 31, 2022. Both the City and District may hereafter be jointly referred to as the "Parties."

RECITALS

A. The Parties have enjoyed a long and cooperative relationship and are parties to a *Fire Department Services Agreement* effective January 1, 2017 – December 31, 2022 under which the City provides fire and related service to the District.

B. Fire service is provided from fire stations owned by the City, located within the City of Redmond, and located outside the City in the District. Pursuant to paragraph *VIII. Assets, Subparagraph A. Intent*, the costs of repairs to the Fire Stations located in the District shall be allocated between the parties with the District paying for upgrades and improvements, which materially extend the useful life of the facility under repair.

C. The Parties have determined that seismic upgrades are required at two fire stations located in the District, which materially extend the useful life of: Fire Station 14, located at 5021 264th Avenue NE, Redmond, Washington, and Fire Station 18, located at 22710 NE Aldercrest Drive, Redmond, Washington.

D. The District and the City desire to clarify their obligations as set forth in the *Fire Department Services Agreement* with respect to Fire Stations 14 and 18 seismic upgrade projects.

AGREEMENT

IN CONSIDERATION OF and subject to the terms and conditions set forth below, the District and the City agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to describe the roles and responsibilities of the District and the City in seismic upgrade projects at Fire Stations 14 and 18. This Agreement also provides the terms and conditions under which the City will receive payment for direct costs and services in constructing and managing the seismic upgrade projects for the District.

2. **Effective Date and Term.** This Agreement shall become effective upon signature by both parties and shall remain in effect until all services provided for in this Agreement are completed, unless sooner terminated as provided in Section 8 below.

3. **Scope of Work and Budget.** A preliminary scope of work and a preliminary budget for the seismic upgrade projects at Fire Stations 14 and 18 is set forth on Exhibit A to this Agreement. The District and the City agree that the scope of work and budget are preliminary and

that the final scope of work and budget for the seismic upgrades will be developed and agreed upon through the design, permitting, and construction process described in this Agreement.

4. Project Design Phase. The City will obtain architectural, engineering, and other professional services necessary for the design and engineering of the seismic upgrade projects at Fire Stations 14 and 18. Specifically:

A. The City will draft scopes of work for the architects, engineers, and other design professionals whose services will be required and submit the scope(s) of work to the District for approval;

B. Upon approval of the scope(s) of work by the City and the District, the City will draft and publicize requests for proposals from the required architects, engineers, and other design professionals, using the processes required by law for the City's procurement of such services;

C. The City will review the responses to the requests for proposals and make a preliminary determination concerning the most highly qualified architect, engineer, or other professional to accomplish the work. The City will submit its preliminary determination to the District for review and approval;

D. Upon receipt of approval from the District, the City will enter into negotiations with the selected architect, engineer, or other professional and shall enter into a contract with the same for an amount that does not exceed the amount budgeted for such services in the preliminary budget. If the services cannot be procured for the amount budgeted, the City will request approval for an increased budget from the District and shall not enter into a contract for the services until the budget is approved;

E. The City shall manage the work of the consultants hired using the above process and shall keep the District informed of the progress toward completing final design. The City shall consult with the District at significant stages in the design work such as, if applicable, 30% design, 60% design, and 90% design, in order to ensure that the design work meets the District's expectations for the seismic upgrade projects; and

F. Upon completion of the design work, the City shall obtain the final approval of the design from the District before proceeding to the permitting and procurement phase.

5. Permitting and Procurement Phase. The permitting and procurement phase shall proceed as follows:

A. Upon approval of the final design by the District, the City will cause the consultant or consultants to prepare a construction contract or contracts, together with detailed specifications for the completion of the seismic upgrade projects. The construction contract(s) shall generally consist of the City's standard form for such contracts and specifications. The contract(s) shall include the following specific provisions:

(i) The indemnification provisions of the contract shall require the contractor to indemnify the District, its officers, employees, and volunteers, to the same extent as the contractor is required to indemnify the City, its officers, employees, and volunteers;

(ii) The contract shall require the District and its officers, employees, and consultants to be named as additional insureds on the contractor's insurance policies in the same manner as the City's officers, employees, consultants and volunteers are named;

(iii) The contract shall provide that all warranties provided by the contractor shall inure to the benefit of both the City and the District; and

(iv) The contract or contracts will require the contractor(s) to obtain all necessary permits to do the required work, including, but not limited to, any necessary building permits.

B. A single contract may be prepared under which the selected contractor will complete the seismic upgrades at both Fire Station 14 and Fire Station 18, or separate contracts may be prepared under which separate contractors will independently complete the seismic upgrades at the two stations. If the parties deem that separate contracts are more advantageous to the parties than a single contract, the provisions of this Agreement shall apply independently to such separate contracts.

C. Upon completion of the construction contract preparation, the proposed contract(s) will be submitted to the District for final review and approval.

D. The City will advertise for bids using the City's standard construction contract procurement procedures.

E. Upon receipt of bids, the City will prepare a bid tabulation and share the tabulation and all bid proposals with the District. The District will review the bids in a timely manner and advise the City of any objections the District has to awarding the contract to the lowest responsible bidder.

F. Barring objections from the District, the City will award the contract to the lowest responsible bidder as determined by the City. The City will enter into the contract upon receipt of all necessary insurance certificates, performance bonds, and other materials required by the contract.

6. **Construction Phase.** The City will manage the construction contract(s) in the same manner as the City manages all public works construction contracts. The following specific requirements apply to the construction phase:

A. The City will be responsible for general oversight of the contractor's work. However, the City will not be required to make exhaustive or continuous site inspections to check the quality or quantity of the work. The City will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the

safety precautions and programs in connection with the work, since those are the responsibilities of the contractor under the City's standard construction contract.

B. The City will not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents. The City will not have control over of charge of and will not be responsible for the acts or omissions of the contractor, subcontractors, or their agents or employees, or any other persons or entities performing portions of the work.

C. The City will be responsible for all communications with the contractor during the construction and will pass on any concerns of the District to the contractor. The District may have a representative attend the preconstruction conference and any other formal project meetings with the contractor. The District shall not give the contractor or its subcontractors direction, but shall communicate with the contractor through the City.

D. The City will have the authority to reject work that does not conform to the contract documents. However, neither this authority nor any decision made in good faith by the City either to exercise or not exercise that authority shall give rise to a duty or responsibility of the City.

E. The City will prepare change orders and construction change directives and may authorize minor changes in the work that do not involve an increase in cost or an extension of contract time and that are consistent with the intent of the contract documents. The City will advise the District of any change orders or construction change directives that will result in an increase in cost, an extension of the contract time, or that are not consistent with the intent of the contract documents and the District shall have an opportunity to review and approve such change orders and construction change directives, which approval shall be made on a timely basis and shall not be unreasonably withheld.

F. The City shall invite the District to participate in the substantial completion and final or physical completion determinations, including any formal project tours and final completion inspection activities. The District shall submit a complete list of concerns or deficiencies observed by the District to the City for inclusion in the final punch list. The City shall invite the District to participate in any final inspection related to closing out the punch list. Upon completion of such final inspection, and when the City has reached the conclusion that final or physical completion has been accomplished by the contractor, the City will notify the District of the City's intent to declare final or physical completion and the District will respond within five (5) business days indicating agreement or providing a detailed objection. If the District agrees that final or physical completion has been received or if the District does not provide an objection within the time provided, the City may declare final or physical completion, grant final acceptance of the work, and proceed to contract closeout. If an objection is raised, the City will work collaboratively with the District to ensure that any remaining work is completed to the satisfaction of both parties.

G. The City will be responsible for managing the project retainage, processing any claims against the retainage, and managing all necessary filings regarding prevailing wages and taxes in the same manner as for City public works projects.

7. **Payment.** The District will pay the City for the direct capital cost of the project and for the management services provided in this Agreement as follows:

A. The District agrees to pay the City's costs of providing the services described in Sections 4-6 above, including but not limited to, all City staff time (salaries, benefits, and overhead) and all City out-of-pocket expenses (e.g., publication costs) spent managing and overseeing the design, permitting, procurement, and construction.

B. The District agrees to reimburse the City for all construction costs, costs of consultants and contractors retained as provided in Sections 4-6 above to complete the seismic upgrade projects at Stations 14 and 18. The reimbursement shall be without markup by the City, since the City will be fully compensated for its management services as provided above.

C. The City may invoice the District no more frequently than once per month for the City's cost of providing the services and for the costs of consultants and contractors. The District will pay each invoice within thirty (30) days of receipt, provided, that the District receives reasonable and adequate invoice documentation with the invoice from the City. If the District disputes the charges, documentation, or completeness of an invoice, the District shall provide written notice of the District's objection to the City with thirty (30) days of the submitted invoice. If the District disputes only part of an invoice, the City may, at its option, withdraw the invoice and resubmit the same in two parts: the disputed portion and the undisputed portion. The District shall then pay the undisputed portion within ten (10) days of receipt. Any dispute regarding invoices shall be subject to the dispute resolution procedures set forth in Section 12 below.

D. The District shall be solely responsible for paying the cost of District employees or personnel devoting time to the seismic upgrade projects.

8. **Termination.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party. If this Agreement is terminated, the District shall pay the City for all costs and expenses incurred by the City up to and including the effective date of the termination, including but not limited to, any and all costs incurred in terminating the work of any consultant(s) or contractors retained by the City to perform design, architectural, engineering, or construction work; provided that if the District desires to continue working with the consultant(s) or contractor(s) after termination of this Agreement, the City shall assign the City's rights and responsibilities under all such consultant and construction contracts to the District as long as the same can be assigned without further recourse against the City.

9. **Ownership and Use of Deliverables and Seismic Upgrades.** The City and the District shall jointly own or have licenses to use the architectural, engineering, and design work produced by the consultant(s) retained by the City to perform the work contemplated by this Agreement, subject to the City's obligation to assign its interest to the District in the event of termination. The constructed seismic upgrade improvements shall be owned by the owner of Fire Stations 14 and 18 as provided in the Fire Department Services Agreement between the parties, as the same now exists or as the same may be amended in the future.

10. Maintenance of Improvements. Nothing in this Agreement changes the obligations of the parties with respect to the maintenance of jointly owned or operated fire stations and facilities under the Fire Department Services Agreement between the parties, as the same now exists or as the same may be amended in the future. Maintenance responsibilities for Stations 14 and 18, including the seismic upgrades, shall be as provided in said Emergency Services Operating Agreement.

11. Indemnity.

A. Subject to the limitations on City responsibilities set forth above, each party agrees to hold harmless, indemnify, and defend the other party, its officers, agents, and employees, from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the indemnifying party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying party, its officers, agents, or employees, in connection with the services required by this Agreement provided that:

(i) The indemnifying party's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the other party, its officers, agents, or employees; and

(ii) The indemnifying party's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying party and the other party, or of the indemnifying party and a third party other than an officer, agent, or employee of the indemnifying party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying party, its officers, agents, or employees; and

(iii) Notwithstanding anything to the contrary in this or any other section of this Agreement, in the event of any claims, losses, or liability of whatsoever kind or nature that arise out of or relate to the engineering and design consultant's professional or other services or to the contractor's construction services, each party may seek compensation or indemnity under the contract with the engineering and design consultant or the contractor and neither party shall have any other liability or responsibility to the other for any claims, losses, or liability of whatsoever kind or nature that arise out of or relate to the engineering and design consultant's professional or other services or the contractor's construction services.

B. The obligations in this Section 11 shall survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

12. Dispute Resolution.

In the event of a dispute between the Parties as to any aspect of this Supplemental Agreement between the Parties, the Parties agree to use the Dispute Resolution process as

set forth in Paragraph VII. Administration, D) Dispute Resolution of the *Fire Department Services Agreement*.

13. Administration of Agreement. This Agreement shall be jointly administered by the Chair of the District's Board of Commissioners, or his/her designee and the City Fire Chief or his/her designee.

14. Posting of Agreement. Pursuant to RCW 39.34.040, each party shall list this Agreement on its website by subject matter and shall post a copy in an electronically retrievable source for public viewing.

15. Notices. All notices and communications concerning this Agreement shall be provided by the parties to each other at the following addresses:

CITY OF REDMOND:

Mayor John Marchione
City of Redmond
15670 NE 85th Street
P.O. Box 97010
Mail Stop 4NEX
Redmond, WA 98073-9710

KING COUNTY FIRE PROTECTION DISTRICT
NO. 34:

Peter Lucarelli, Commissioner
Board of Commissioners
King County Fire Protection District No. 34
8450 160th Ave. NE
Redmond, WA 98052

or such other representatives as the parties may designate from time to time in writing. All notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, or (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts. However, notice of termination must be delivered in person or by certified mail, return receipt requested.

16. Audits.

A. The City shall maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid by the District to the City. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the District and the Office of the Archivist pursuant to RCW Chapter 40.14.

B. The City's records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the District and any other governmental agency so authorized by law during the performance of this Agreement and for a period of six (6) years after completion and acceptance of the 30% design for the Project. The District shall have the right to inspect, review, and audit the City's records regarding the services provided under this Agreement at all reasonable times during regular business hours.

17. General Provisions.

A. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement; provided that where such actions or documents required must be first approved by vote of the District Board of Supervisors or the Redmond City Council, such actions are recognized to be legislative actions. The City and the District agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

B. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. The venue for any action under this Agreement shall be King County, Washington.

C. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

D. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. There are no third party beneficiaries of this Agreement. No other person, firm, corporation, or entity shall have any right of action based upon any provision of this Agreement.

E. No joint venture or partnership is formed as a result of this Agreement. Each party to this Agreement is acting as an independent contractor and no employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of the other party.

F. This Agreement has been reviewed and revised by legal counsel for both parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

G. Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement.

H. The parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This Agreement shall not be terminated or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.

I. Section headings are intended as information only, and shall not be construed as controlling the substance of the section they caption.

J. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

K. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

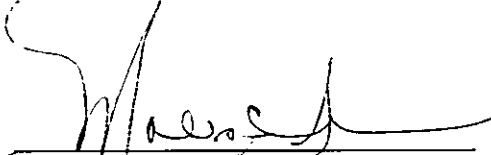
L. Neither party may assign all or any portion of this Agreement without the express written consent of the other party; provided that the City's use of consultants or contractors to perform the work described in this Agreement shall not be deemed an assignment.

M. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto. This Agreement may be amended only by a written instrument executed by both of the parties hereto.


EXECUTED by the parties on the dates hereafter set forth and EFFECTIVE as of the last date set forth below.

CITY OF REDMOND

KING COUNTY FIRE PROTECTION DISTRICT
NO. 34



for Mayor John Marchione
City of Redmond
Dated: 2/25/2018



Thomas Johnston, Chair
Fire District 34 Board of Fire Commissioners
Dated: 1/23/18

EXHIBIT A

**FIRE DISTRICT 34
PROFESSIONAL SERVICES AGREEMENT
FIRE STATIONS 14 AND 18
SECTION 3 PRELIMINARY BUDGET**

Preliminary Design

The City will provide project management services to develop a seismic upgrade evaluation preliminary design report for Stations 14 and 18. The District shall have approval over the preliminary design agreement. Services will include but not be limited to selection, retention and project management of a qualified engineering consultant necessary to determine the seismic upgrades necessary for the future safe operation of the fire stations.

***TOTAL: Preliminary Design \$ 100,000**

Final Design

The City will provide project management services to prepare a request for qualifications (RFQ) from qualified architectural and engineering firms for the final seismic upgrade design for Fire Stations 14 and 18. The City will select the most qualified firm. The District shall have approval over the final design agreement. Services will include but not be limited to selection, retention and project management of the qualified architectural consultant necessary to complete the preparation of plans, specifications, and estimates for the final seismic upgrade project documents for public bid.

***TOTAL: Final Design Phase \$ 507,000**

Construction

The City will provide project management services to oversee the public bid process, coordinate King County construction inspections, and franchise utilities. Services will include but not be limited to the City overseeing construction administration of fire stations 14 and 18 final seismic upgrade completed bid construction.

***TOTAL: Construction Phase \$ 2,827,500**

***TOTAL PROJECT \$ 3,434,500**

***TOTAL FUNDING \$ 3,434,500**

*City of Redmond staff direct costs are based on the 2018 City of Redmond Public Works Fee Schedule

2018 City of Redmond Public Works Fee Schedule

	Monthly Sal	Yearly Sal	Yearly w %	Hourly Rate
Constr Insp	7,037	84,444	98,690	\$ 58.73
Constr Insp Lead	8,094	97,128	113,513	\$ 65.85
Admin Spec	5,399	64,788	75,718	\$ 47.68
Capital and Grant Analyst	6,666	79,992	93,487	\$ 56.22
Engineer	8,423	101,076	118,128	\$ 68.07
Engineer - Assoc	7,022	84,264	98,479	\$ 58.62
Engineer - Senior	9,909	118,908	138,968	\$ 78.09
Engineering Tech Sr	7,122	85,464	99,882	\$ 59.30
Planner - Sr	8,161	97,932	114,453	\$ 66.30
Planner - Principal	8,976	107,712	125,883	\$ 71.80
Planner	7,166	85,992	100,499	\$ 59.60
Program Administrator	7,762	93,144	108,857	\$ 63.61
Strategic Fund Advisor	8,150	97,800	114,299	\$ 66.23
City Engineer	12,283	147,396	172,262	\$ 94.10
Admin Asst	5,079	60,948	71,230	\$ 45.52
Real Property Manager	8,355	100,260	117,174	\$ 67.61
Engineering Supervisor	10,558	126,696	148,070	\$ 82.47
Engineering Manager	11,390	136,680	159,738	\$ 88.08
Department Admin coord	6,126	73,512	85,913	\$ 52.58
Traffic Signal Tech	6,845	82,140	95,997	\$ 57.43
Maintenance Tech	5,787	69,444	81,159	\$ 50.30
Building Inspector	7,187	86,244	100,793	\$ 59.74
Building Inspector Senior	7,906	94,872	110,877	\$ 64.59
MOC Assistant Manager	9,929	119,148	139,248	\$ 78.23

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Project Management Services Agreement

Type of Service: Seismic upgrade projects for Fire Stations 14 and 18

Supplier/Contractor Name: King County Fire District 34

Contract/Agreement Amount, Original: N/A Amended Amount: N/A

Council Approval Date: 2/20/18 Nature of Funding: King County Fire District 34 Funds

Project Administrator: Tommy Smith MailStop: FDADM Phone: x2202

Anticipated Agreement Start Date: January 1, 2017 Estimated Completion Date: December 31, 2022

Does this contract contain the purchase of technology related items/services? YES NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO


If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/
Designee Signature:  Date: 2/21/18

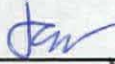
Comments:

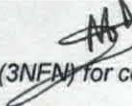
Account Numbers/
Distribution

ROUTING PROCESS: (3 copies)

To: City Clerk  Date 2/22/18
(for routing and tracking)

Risk Manager MFB Date 2/22/18
(Signature or initials)

City Attorney  Date 2/22/18
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFM) for council approval)
Mayor  Date 2/25/2018
(Signature or initials)

City Clerk M. Date 2/26/18
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id Date Received Agreement # 8627

8627