

RESOLUTION NO 11-015

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON APPROVING THE EXECUTION OF AN ADDITIONAL SERVICES PROPOSAL WITH BOLA ARCHITECTURE AND PLANNING FOR PROJECT MANAGEMENT AND DESIGN SERVICES FOR THE OLD CITY HALL/LIBRARY PROJECT PHASE IA

WHEREAS, the City of Roslyn entered into a contract for professional project management services for the Old City Hall/Library Remodel Project Phase IA with BOLA Architecture and Planning; and

WHEREAS, due to unforeseen conditions, 8 change orders to date, and a revised completion date for the project BOLA has asked for additional compensation to complete the project, and

WHEREAS, the City believes the request is fair and justified, and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSLYN,
WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Roslyn hereby authorizes the City to execute the attached request from BOLA Architecture for additional funds for Project Management and Design Services for the Old City Hall / Library Remodel Project Phase IA in an amount not to exceed \$19,042.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROSLYN,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 10th DAY OF
MAY, 2011


Cordy Cooke, Mayor Pro Tem

Attest:


Amber Shallow, Clerk-Treasurer

Approved as to Form:


Margaret King, City Attorney

PROFESSIONAL SERVICES AGREEMENT
City of Roslyn and BOLA Architecture & Planning

This Agreement is entered into by and between the City of Roslyn, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and BOLA Architecture & Planning, hereinafter referred to as "the Contractor," whose principal office is located at 159 Western Avenue West, Suite 486, Seattle WA 98119.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered within fifteen (15) days after City Council voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The City shall pay Contractor for services provided pursuant to this Agreement the, not to exceed, sum of up to \$74,472.00, which sum shall include all costs expended by Contractor in performing such services. The Contractor shall complete and return Exhibit "C," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing May 24, 2011, and ending November 1, 2011, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of

employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

6. Indemnification. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Contractor shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

7. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Contractor.

8. Termination. This Agreement may at any time be terminated by the City upon giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same.

9. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

10. Assignment and Subcontract. The Contractor shall not subcontract any services contemplated by this Agreement without the prior written consent of the City except for as described in Exhibit "A".

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

12. Notices. Notices to the City of Roslyn shall be sent to the following address:

City Clerk-Treasurer
City of Roslyn
P.O. Box 451
Roslyn, WA 98941
Phone number: (509) 649-3105

Notices to the Contractor shall be sent to the following address:

BOLA Architecture & Planning
Rhoda Lawrence
159 Western Avenue West, Suite 486
Seattle WA 98119
Phone: (206) 447-4749

13. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

CITY OF ROSLYN, WASHINGTON

BOLA Architecture & Planning

By: _____
Cordy Cooke, Mayor Pro-Tem

By: _____
it's: _____

Date: _____

Date: _____

Attest/Authenticated:

Amber Shallow, City Clerk-Treasurer

Approved As To Form:

Margaret J. King, City Attorney

EXHIBIT "A"

Construction Observation

- Attend Pre-Construction Meeting
- Attend Weekly Site Meetings (up to 22), provide direction to Contractor, and provide minutes
- Review Shop Drawing and Submittals, respond to RFI's , and provide Construction Coordination
- Close-out Services and one (1) Punchlist
- Review Contractor's Record Drawings and O&M Manuals

The following tasks are excluded from our scope:

- a) Additional scope of work tasks, except as extra services negotiated between the City of Roslyn and BOLA
- b) Additional meetings, presentations, or site visits in excess of those listed below
- c) Construction related activities after February 28, 2011

EXHIBIT B

City of Roslyn
Billing Voucher

To: City of Roslyn
100 E Pennsylvania Ave
P.O. Box 451
Roslyn, WA 98941
Phone number: 509-649-3105
Fax number: 509-649-3174

Contractor: BOLA Architecture & Planning
Mailing Address: 159 Western Avenue West, Suite 486
Seattle WA, 98119

Specific Program: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____

Authorized Signature

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this	
Contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Roslyn contract.

For Department Use Only

Approved for Payment:

_____ Date: _____

EXHIBIT C

City of Roslyn
100 E Pennsylvania Ave
P.O. Box 451
Roslyn, WA 98941

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Roslyn, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Roslyn before or along the submittal of the first billing voucher.

Please check the appropriate category:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Government	
<input type="checkbox"/> Individual/Proprietor	<input type="checkbox"/> Other (please explain)

TIN#: ___-_____-

SS#: ___-_____-

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

May 10, 2011

City of Roslyn
PO Box 451
Roslyn, Washington 98941

Attention: George Martinez, City Administrator

Re: Design and Bidding Services for Roslyn Library and Community Hall Phase 1B Ground Floor Build-Out

Dear Mr. Martinez,

We are pleased to provide you with a proposal for Design, Construction Documents and Bidding Services for the Phase 1B Ground Floor Build-Out Project at the Roslyn Library and Community Hall.

Scope of Work

The scope of Phase 1B is to build-out the Ground Floor to temporarily accommodate the Library and City Council / Public Meeting space, until funds are available to rehabilitate the First Floor. The design scope is to provide space for the Library in the west end of the Ground Floor; complete the Restrooms, Janitor Closet and Data / Communications Room; and City Council Chambers and public meeting space in the east end of the Ground Floor.

The proposed design will allow for temporary use of the Library and meeting spaces at the Ground Floor, with minimal disruption to the temporary functions when funds become available to complete the rehabilitation of the First Floor. Ground Floor items that will not be completed per the Master Plan include the interior stair, the Library Storage Room, and build-out of the City Offices beyond construction of the small Mechanical Room. The design will complete the partitions, fixtures, and finishes per the Master Plan to the extent possible, to avoid waste and re-work during subsequent phases. The Phase 1 scope severed connections for electrical and plumbing to the First Floor, making the upstairs unoccupiable until completion of a later project. The scope of work at the First Floor in Phase 1B is limited to providing for future utilities and structure as appropriate.

Under this proposal, BOLA Architecture + Planning and our subconsultants will provide the following design and bidding service tasks:

- Design Development Drawings
- Construction Documents (including drawings and specifications)
- Bidding Assistance

We will provide you with one (1) full size set of drawings and outline specifications at the completion of the Design Development Phase; one (1) full size set of drawings and technical specifications of the 50% CD's for Permit Submittal and City Review; and one (1) full size set of drawings and Project Manual (Technical Specifications and City-provided Division 0 & 1 Specifications) for Bidding. BOLA's scope will include: 1) up to 2 meetings with the City to review program, design and finishes; and 2) 1 meeting for presentation to the City Council, or a public meeting.

We will provide PDF digital files of plans and specs with each of the above submittals for the City's printing and distribution. We will provide PDF digital files of Permit Documents to the City for submission to the City's contracted Building Official, but the City shall produce any required permit submittal forms and pay any permit fees. We will also upload drawings and specifications to the City's preferred plan center for distribution and bidding.

The following tasks are excluded from our scope:

- a) Additional scope of work tasks, except as extra services negotiated between the City of Roslyn and BOLA
- b) Additional meetings or presentations in excess of those listed above.
- c) Construction Administration services. These can be negotiated at a later date.
- d) Furniture layout and design

Schedule

We anticipate that the design will begin upon acceptance from the City, with the following target schedule:

Notice to Proceed	by May 11, 2011
Design Phase (5 weeks)	May 12 – June 20, 2011
Ownership Group Walkthrough	May 12, 2011
Owner's consolidated comments to BOLA	by May 19, 2011
Status Set & Updated Scope List to Owner	June 3, 2011
100% DD Presentation to Owner	week of June 20, 2011
City Review & NTP for CDs	by July 1, 2011
Construction Documents (7 weeks)	July 5 – August 19, 2011
50% CD / Permit Revisions Set to Owner	July 22, 2011
100% CDs Complete to Owner	August 19, 2011
100% Presentation / City Review & Approval	August 23, 2011
*Bidding (3 weeks)	August 24 – September 14, 2011
Contracting (2-3 weeks)	September 15 – 26, 2011 (or October 10, 2011)
City Council Contract Approval	September 27, 2011 (or October 11, 2011)
Construction NTP	by September 28, 2011 (or October 12, 2011)
Construction (4 months)	September 28 – January 31, 2011

* Note: This assumes Council approval to proceed with bidding at 8.23.11 meeting.

This is a very tight schedule and will require commitment by the City for expedited reviews, approvals, and contracting. At each design phase of this scope, DD and CDs, we will need one set of consolidated Owner review comments in order to proceed with the next phase.

In order to expedite move-in by the Library, the City may want to consider the option of including a sequenced construction schedule in the bid documents, to complete the Library portion by the

end of December, 2011, with the Council Chambers area to be completed by the end of January 2012.

Proposed Fee

We are proposing a total fee of \$74,472 for our team's work on the Design, Construction Documents and Bidding tasks for Phase 1B. Our proposal includes the fees for the services of The Fossatti Group, structural engineers; The Greenbusch Group, mechanical engineers; Sparling, electrical engineers; Candela, lighting designer; ESM, civil engineers, and Matson Carlson for cost estimating.

The proposed Design, Construction Documents and Bidding fees are based on our 2011 rates, and for the deliverables and meetings described above. Additional Design, Construction Documents and Bidding phase services will be calculated using the rates for the year in which the services takes place, should the project schedule be extended or changed. We estimate that our hourly rates may increase up to 5% per year over our current 2011 rates.

This proposal also includes \$2,643 for reimbursable expenses, such as copies, mileage to the project site, deliveries, and long distance telephone calls. These will be charged at our direct cost plus 10% for handling. Other reimbursable consultants such as property surveying and hazardous materials consultants, and reimbursable expenses such as fees required by government agencies, not specifically identified are excluded from this fee proposal. The proposed fee is broken into the following categories:

Design Development Phase

▪ Architectural – BOLA	\$16,455
▪ ESM, Civil Engineer	\$880
▪ The Fossatti Group, Structural Engineer	\$1,254
▪ The Greenbusch Group, Mechanical Engineer	\$2,200
▪ Sparling, Electrical Engineer	\$2,343
▪ Candela, Lighting Designer	\$1,100
▪ Matson Carlson, Cost Estimator	<u>\$1,100</u>

Design Development Phase Total \$26,224

Construction Documents Phase

▪ Architectural – BOLA	\$22,180
▪ ESM, Civil Engineer	\$1,122
▪ The Fossatti Group, Structural Engineer	\$1,210
▪ The Greenbusch Group, Mechanical Engineer	\$4,950
▪ Sparling, Electrical Engineer	\$5,467
▪ Candela, Lighting Designer	\$1,650
▪ Matson Carlson, Cost Estimator	<u>\$1,100</u>

Construction Documents Phase Total \$38,591

Bidding Phase

▪ Architectural – BOLA	\$6,145
▪ ESM, Civil Engineer	\$418
▪ The Fossatti Group, Structural Engineer	\$330
▪ The Greenbusch Group, Mechanical Engineer	\$825
▪ Sparling, Electrical Engineer	\$550
▪ Candela, Lighting Designer	<u>\$550</u>

Bidding Phase Total \$9,657

We reserve the right to request additional services to address owner-requested changes and unforeseen conditions which result in changes to the proposed scope or schedule.

Invoice and Payment Terms

Our standard payment terms call for our provision of invoices to you by the 10th of each month for work completed in the previous month, and for full payment within 30 days of the invoice date.

Please review this proposal and let me know if you have comments or questions. If the proposal meets your expectations, and the proposed fee is acceptable to you, we will use this letter as an Attachment to the City of Roslyn Contract for Architectural and Engineering Services. We will need your verbal approval by May 11, 2011 to schedule the work, and meet the City's desired bid and construction schedule.

Please look over this proposal for design and bidding services and let me know if you have comments or questions. If the proposal meets your expectations, and the proposed fee, schedule, payment terms are acceptable to you, please add this as an Exhibit Attachment to our current contract, or provide us with a new Professional Services Agreement.

We are excited to begin another step toward the completion of this significant project!

Sincerely,
BOLA Architecture + Planning

A handwritten signature in black ink, appearing to read "Rhoda Lawrence", with a long horizontal flourish extending to the right.

Rhoda A. R. Lawrence
Principal

Accepted

Date



Ground Floor Plan



ROSLYN LIBRARY & COMMUNITY HALL

CITY OF ROSLYN

PHASE 1B - GROUND FLOOR BUILD-OUT

11 MAY 2011

ARCHITECTURE + PLANNING



159 WASHINGTON STREET, ROSLYN, NY 11576
 TEL: 516.466.1100 FAX: 516.466.1101

A2.00

Ground Floor Plan