

RESOLUTION NO. 2016-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WAPATO, WASHINGTON APPROVING SELECTION
OF A CONSULTING ARCHITECT FOR PRE-DESIGN
SERVICES FOR A MUNICIPAL JUDICIAL COMPLEX

WHEREAS, the City of Wapato needs to select an architect firm to pre-design services for a municipal judicial complex; and,

WHEREAS, the City of Wapato has advertised for statement of qualifications and reviewed all documents as required by state law, and,

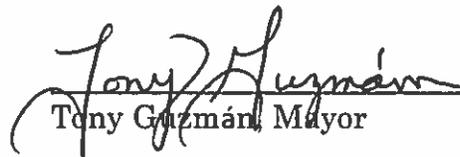
WHEREAS, upon reviewing the statement of qualifications it was determined that Architects West, Inc. is the best qualified candidate; and,

WHEREAS, the City Council of the City of Wapato believes that it is in the best interest of the residents of the City of Wapato to retain Architects West Inc.;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

The City Council approves selection of Architects West Inc. to provide pre-design services to the City of Wapato for the Municipal Justice Complex and authorizes the Mayor to sign the attached agreement, herein as "Exhibit A."

PASSED BY THE CITY COUNCIL this 20 day of June, 2016.


Tony Guzmán, Mayor

ATTEST:


Gloria Acosta, Deputy Clerk-Treasurer

APPROVED AS TO FORM:



Kellen Holgate, City Attorney

1st Touch: June 6, 16

2nd Touch: June 20, 16



AIA[®]

Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Eighth day of June in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

City of Wapato
205 East Third Street
Wapato, WA 98951
Telephone Number: (509) 877-2334
Fax Number: (509) 877-3979

and the Architect:
(Name, address and other information)

Architects West, Inc.
210 E. Lakeside Avenue
Coeur d'Alene, ID 83814
Telephone Number: (208) 667-9402
Fax Number: (208) 667-6103

for the following Project:
(Name, location and detailed description)

Wapato Justice Facility Phase I – Pre-Design Study and Conceptual Design
Wapato, WA

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

The following Tasks, consistent with the proposal letter dated May 4, 2016, attached hereto as Exhibit "A."

- Task 1 – Establish a Foundation for Planning
- Task 2 – Develop a Community Profile
- Task 3 – Develop Criminal Justice System Profile
- Task 4 – Develop Offender Profile
- Task 5 – Develop Detention Population Forecast
- Task 6 – Regional Area Bed Space Market Assessment
- Task 7 – Preliminary Space Needs Assessment
- Task 8 – Evaluate Potential Facility Locations
- Task 9 – Design Plan Options
- Task 10 – Cost Analysis
- Task 11 – Public Relations

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

init.

Task 12 – Prepare Final Needs Assessment

In carrying out the above tasks, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

The Client guarantees full and free access for the Architect to enter upon all property required for the performance of the Architect's services under this Agreement.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees or agents.

OPINION OF PROBABLE COST. Since the Architect has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

All documents prepared or furnished by the Architect are instruments of service, and the Owner shall retain an ownership and property interest (including shared copyright and right of reuse) in such documents, whether or not the Project is completed.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the State of Washington. Neither party to this Agreement shall assign the contract as a whole or part without written consent of the other.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

MEDIATION. It is understood and agreed that in the event any dispute, controversy, or conflict should arise during the design and construction of the project or following its completion, the parties hereto will cooperate in good faith and, if possible, resolve the issues without resort to arbitration or litigation. Should the parties be unable

Init.

to reach agreement, an independent mediator will be selected to assist in a further effort to resolve the dispute prior to any arbitration or litigation.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be: \$50,760.00, according to the Schedule attached as Exhibit "B."

The costs described on Exhibit "B" are based on the scope of services described in Article 1. There may be variations that deviate from the preferred scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may become necessary. Any scope changes will be discussed with and approved by an authorized representative of Owner prior to implementation. Architect shall not accrue any out-of-scope charges without the express, written approval of Owner.

The Owner shall pay the Architect an initial payment of zero (\$0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten (10%). Architect estimates that the total reimbursables shall be \$5,021.72. Architect shall not accrue, in the aggregate, reimbursable expenses in excess of \$1,000.00 above the estimate herein without the express, written approval of Owner.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of ten (10%) per annum, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems, and administration services during construction; and services not completed within six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

AUTHORIZATION TO PROCEED. Approval of this Agreement by the Client and the Architect will serve as written authorization for the Architect to proceed with the services called for in the Agreement. This Agreement entered into as of the day and year first written above.

OWNER



(Signature)
Mayor Tony Guzman

(Printed name and title)

ARCHITECT



(Signature)
Marcus Valentine, Principal

(Printed name and title)

Init.



May 4, 2016

Wapato Police Department
Attn: Rick Needham, Chief of Police
205 S. Simcoe Ave.
Wapato, WA 98951

RE: PRE-DESIGN SERVICES PROPOSAL
WAPATO JUSTICE FACILITY

Chief Needham,

Thank you for providing us the opportunity to propose our team's services for your new facility. After speaking with you and reviewing the existing facility conditions, there is no question that this project is overdue and necessary in order to effectively perform the duties of law enforcement. It will be our privilege to assist the City of Wapato and your department to create solutions for your facility needs and provide a foundation for growth into the future.

As established in the selection process, the project will be delivered in two phases. The first phase under consideration is the feasibility study, needs assessment, and conceptual design. The second phase will be to carry the conceptual design through to complete construction bid documents and the construction phase. This proposal addresses phase one services, with the approach and deliverables as identified in our statement of qualifications. As these tasks are explained there in detail, we would include those descriptions by reference.

The Statement of Qualifications identifies and describes the following Tasks in the service of Phase One:

- Task 1 – Establish a Foundation for Planning
- Task 2 – Develop a Community Profile
- Task 3 – Develop Criminal Justice System Profile
- Task 4 – Develop Offender Profile
- Task 5 – Develop Detention Population Forecast
- Task 6 – Regional Area Bed Space market Assessment
- Task 7 – Preliminary Space Needs Assessment
- Task 8 – Evaluate Potential Facility Locations
- Task 9 – Design Plan Options
- Task 10 – Cost Analysis
- Task 11 – Public Relations
- Task 12 – Prepare final Needs Assessment

As delineated in the attached hourly breakdown estimate, the majority of the 'heavy lifting' for Phase One will be performed in Tasks 1-6 by Mark Martin, our team's detention facility planning specialist. The architectural team will be assisting in Tasks 7-12, and would evolve into the lead role for Phase Two. Our team will work closely with City of Wapato's judicial planning team and finance director to achieve the optimal balance between project cost, program needs, potential income opportunities, operational and staffing expenditures, and growth/expansion/phasing. The completed project should not only address the purely pragmatic needs of the City, but also enhance the image of the City of Wapato and set a precedent for city revitalization and growth.

Chief Needham
May 4, 2016
Page 2

Fee:

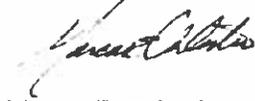
Architects West proposes to separate the fees for Phases One and Two. Phase One will cover the above tasks, with assistance to the City of Wapato to pursue/obtain project funding. The fee for Phase Two services are proposed to be negotiated upon securing funding to proceed with the project design based on the conclusions of Phase One. Services for Phase Two are proposed to be based on the Washington State Public Projects Architect/Engineering Fee Schedule for the project type and budget.

Reimbursable expenses include actual expenditures made by the architect in the interest of the project. These include mileage at current IRS rates, lodging and subsistence, printing and reprographics. A 10% administrative fee is assessed on reimbursable expenses.

If the scope and fee structure presented meets with your approval, Architects West will generate an AIA B105 Form of Agreement, or proceed with the City of Wapato's standard professional services contract form for Phase One, for review and signature. Please let me know if you have any questions or require clarification regarding any aspect of this proposal.

Sincerely,

ARCHITECTS WEST, INC.



Marcus E. Valentine, AIA
Principal

MV:kah
Enc.

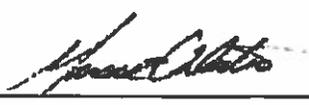


Proposal For Services - Phase One

Pre-Design Services - 12 wks.		PIC	PA	PM	PRC	DRAFT	ADMIN		
Needs Assessment									
	Feasibility Study and Assessment				256.0				
	Programming	8.0	40.0	16.0	8.0				
	Site Selection Analysis	6.0	8.0	20.0			10.0		
	Conceptual Floor Plans	8.0	36.0	8.0			40.0		
	Roof Plan								
	Exterior Elevations								
	Interior Elevations								
	Building Sections								
	Wall Sections								
	Enlarged Plans								
	Stair Plans and Details								
	Details								
	Specifications								
	Door Schedule								
	Window Schedule								
Project Management									
	Project Management	4.0	2.0	4.0					
	Consultant Coordination Meetings								
	Quality Control	4.0							
	100% Review Conference	2.0	2.0	2.0	2.0				
	Administrative Assistance							8.0	
	Marcus Valentine (PIC)	32.0						\$140.00	\$4,480.00
	Michael West (PA)		88.0					\$140.00	\$12,320.00
	Mark Martin (PRC)				266.0			\$90.00	\$23,940.00
	Kent Chadwell / Matt Krause (PA)			50.0				\$125.00	\$6,250.00
	Drafter (DRAFT)					50.0		\$65.00	\$3,250.00
	Administrative (ADMIN)						8.0	\$65.00	\$520.00
SUB-TOTAL Architectural Services									\$50,760.00
Consulting									
	Civil Engineering								
	Structural Engineering								
	Mechanical Engineering								
	Cost Estimating								
	Electrical Engineering								
TOTAL Consulting									\$0.00
OH&P @ 10%									\$0.00
Pre-Design - Sub-total									\$50,760.00
Est. Reimbursables @ 2% of Arch. Services									\$1,015.20
Needs Assessment Est. Reimbursables									\$3,550.00
OH&P @ 10%									\$456.52
Total reimbursables									\$5,021.72

Basic Services Total									\$50,760.00
Total Estimated Reimbursables									\$5,021.72

Optional Services									
	As-built documentation								TBD
	Exterior Conceptual Renderings								TBD
Optional Services - Total									\$0.00

Approval By: 

Date: 5/4/2016

ARCHITECTS WEST, INC
HOURLY RATE SCHEDULE
JANUARY 1, 2015

Principal I	\$140.00
Senior Architect	\$125.00
Architect I	\$115.00
Architect II	\$90.00
Architect III	\$85.00
Architect Intern	\$80.00
Senior Landscape Architect I	\$115.00
Senior Landscape Architect II	\$100.00
Landscape Architect I	\$85.00
Landscape Architect II	\$70.00
Intern Landscape Architect	\$60.00
Draftsperson I	\$95.00
Draftsperson II	\$80.00
Draftsperson III	\$65.00
Draftsperson IV	\$50.00
Administrative I	\$65.00
Administrative II	\$45.00
WEB/Graphics/Drafting	\$75.00

CARLSON WEST POVONDRA ARCHITECTS
HOURLY RATE SCHEDULE
MAY 1, 2015

Principal/Designer: (Michael West)	\$140
Architect/Designer: (Matt Krause)	\$120
Construction Administrator:	\$100
Interior Designer:	\$100
Architectural Staff:	\$85
Construction Admin Staff:	\$85
Interior Design Staff:	\$85
Clerical/Admin:	\$65