



MONROE CITY COUNCIL

Agenda Bill No. 20-049

SUBJECT:	<i>Authorize Mayor to Sign Agreement with 2812 Architects to Develop Architectural Plans, Specifications, and Provide Construction Management Services for the Monroe Boys and Girls Club Early Childhood Assistance and Education Program Building Addition</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/24/2020	Public Works Operations & Maintenance	Jakeh Roberts	Jakeh Roberts	Consent Agenda #3

Discussion: 10/22/2019; 12/10/2019; 03/24/2020

Attachments: 1. Agreement

REQUESTED ACTION: Move to authorize the Mayor to sign the consultant agreement with 2812 Architects for \$132,000 for architectural design services and authorize an additional expenditure of \$41,000 for construction management services; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS

Section 4.2 of the Procurement Policies & Procedures states that agreements costing \$100,000 or more require City Council approval. The policy question for the City Council is; should the City continue to support completion of this project?

DESCRIPTION/BACKGROUND

Under RCW 35A.33, the Council as the legislative body for the City, approved an Agreement with the Department of Commerce in October of 2019 to accept financial support in the form of a reimbursement grant to support the Monroe Boys and Girls Club with the :

- Design and construction of an Early Childhood Education and Assistance Program of approximately 2,200 square feet to serve up to 50 children;
- Relocation of the existing teen space;
- Relocation of the existing community room; and
- Purchase of furnishings.

Staff issued a request for proposals for architectural services in January of 2020. Responsive firms were assessed based upon past experience, ability to meet project deadlines, and knowledge of the Early Childhood Education and Assistance Program building design requirements. Four proposals were received and most qualified firm was determined to be 2812 Architecture.

The scope includes architectural facility design and programming, as well as civil, structural, and geotechnical services. The agreement (Attachment 1) provides greater detail regarding the scope of the services.

FISCAL IMPACTS

The cost for the specified architectural services is not to exceed \$132,000. It is expected that construction management for the project will cost an additional \$41,000 based upon the hourly rates listed in the agreement and industry standards for construction management services. This brings the total potential contract value to a not to exceed amount of \$173,000.

All costs for this agreement are to be reimbursed by the Washington State Department of Commerce upon completion of the agency's submittal and approval process. No match funding is required to be provided by the City of Monroe for this grant.

\$970,000 is included in the 2020 adopted budget for this project in fund 307.

TIME CONSTRAINTS

Projects funded through this grant need to be completed by June 1, 2021, to ensure compliance with funding availability requirements.

ALTERNATIVES

1. Approve agreement contingent upon specified conditions.
2. Reject agreement and negotiate scope and fee with second most qualified firm. Due to the amount of time involved with this alternative the City's ability to complete the project within the required timeline may not be possible.



CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 B&G Club ECEAP Facility Addition	WORK DESCRIPTION 2 Design services and construction management associated with a 2,200 sf (ECEAP) classroom addition to the Boys & Girls Club.
CONSULTANT 3 2812 Architecture 2812 Colby Avenue Everett, WA 98201	CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4 Simon Simon 425-252-2153 simon@2812architecture.com
FEDERAL I.D. NO. 5 274117458	BUDGET OR FUNDING SOURCE 6 307-000-120-594-75-60-03
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Jakeh Roberts Deputy PW Director City of Monroe 806 West Main Street Monroe, WA 98272 360-863-4502	MAXIMUM AMOUNT PAYABLE, IF ANY 8 \$132,000.00
COMPLETION DATE 9 December 31, 2021	10 <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on March _____, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

WHEREAS, the CITY does not have sufficient staff or expertise 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 has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. 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 caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. 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 the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. 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 provided in Section 5.

5. Extra Work.

A. 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 or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or 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.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the

CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the

amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services 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 under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT: 2812 Architecture

CITY OF MONROE:

Simon²

Geoffrey Thomas, City Mayor

By: *Simon R Simon*

Title: *Sr. Project Manager*

ATTEST/AUTHENTICATED:

Elizabeth M. Adkisson, MMC, City Clerk

EXHIBIT A

SCOPE OF WORK

Design services associated with a 2,200sf (ECEAP) classroom addition, along with some alterations to the existing building located at 261 Sky River Parkway in Monroe, Washington. Our A&E services include coordination with the City, the necessary consultants and B&G Club for the design and Construction Management of this project.

Task #1 - SCHEMATIC DESIGN (PRE DESIGN): (Community & Teen Room Alterations)

2812 we will work with the City and Tenant to come up with a design that fits both requirements for the use of each space. This will also depend on the extent of how elaborate the new teen room will be, depending on the Client's wishes.

- Two Programming meetings to finalize the scope of the alterations.
- A Data Consultant will be involved to give us feedback based on the Client's wishes and needs.
- Submit plans to Clients for approval before sending out to MEP consultant for their input.

Task #2 - SCHEMATIC DESIGN: (New Addition)

Develop preliminary drawings, and coordinate with consultants in preparing the desired design for the space as specified by the client's program and State/Federal standards for (ECEAP).

- Two Programming meetings to finalize the floor plan layout.
- Schematic Design will include all necessary plans, elevation and details for the new addition.
- Only the Geotech and Surveyor will be involved at this stage or earlier.
- Once this stage is completed and signed off, the plans will be sent to the rest of the consultants for their input and recommendations.

Task #3 - PERMIT DEVELOPMENT (Permit-60%):

Develop permit drawings with more detail, and coordinate with consultants to establish drawings ready to submit to the governing jurisdiction for approval.

- At this stage, all consultants will be involved to deliver a standard drawing set for permit.
- Filing all necessary Application forms and Energy forms required.
- Typical interior elevations and finish schedule.
- Outline Specifications for the project will be included.
- The fee above includes the initial comment response, any additional comments by the City will be billed as additional services.

Task #4 - CONSTRUCTION DOCUMENTS:

Complete and coordinate all drawings including specifications, material selections, standard interior design and any final details needed to establish the Construction Set.

- Complete set of Architecture, Civil, Structural, MEP and Data plans will be ready to issue to the contractor, including final Specifications for the project.

Task #5 - BIDDING AND CONTRACT:

Bidding and Contract negotiation will be billed hourly on an "as requested by client in writing" basis. Fees for this work are as estimated and may increase depending on the needs of the Client.

Task #6 – REIMBURSABLES:

Reimbursable expenses, such as plotting, printing, postage, fax charges, etc. will be billed at 1.15 times our direct invoice. We estimate these fees to be around **\$5,500.00** for this project.

Travel time and mileage other than local travel (within the greater Everett area) will be billed in addition to the fees quoted above according to our standard hourly rates; mileage will be billed at a rate of \$0.58 per mile.

Task #7 - GOVERNMENTAL AND UTILITY FEES:

City will pay for all permits, utility, and transportation or other local governmental fees associated with this project during the permitting and construction phase via direct billing from the service provide or local entity. 2818 will provide the service of securing all permits and necessary utility services for the project. Associated fees with securing permits and necessary utility services will be billed to the City at 2812 Architecture hourly rates (shown on Exhibit C).

Task #8 - CONSTRUCTION MANAGEMENT RESERVE:

Construction Management Reserve for this project will be billed at 2812 Architecture hourly rates (shown on Exhibit C) on an “as required in writing” basis during construction.

EXHIBIT B

COMPLETION SCHEDULE

Project Schedule & Milestones:

Milestone	Dates	Days ¹	Description
1	03/30 - 03/31//2020	1	Project Kick-Off Meeting (All Consultants & Client)
2	03/31 - 03/30/2020	22	Schematic Design (30%)
3	04/01 - 06/12/2020	30	Design Development (60%) - Permit Set
4	06/15 - 07/31/2020	35	Construction Documents (100%)
5	08/03 - 09/04/2020	25	Bidding & Contract
6	09/14 - 02/19/2021	100	Construction
7	02/22 - 03/12/2021	15	Substantial Completion
8	03/22 - 04/02/2021	15	Final Project Closeout

Work shall be physically complete December 31, 2021.

EXHIBIT C

FEE SCHEDULE

	SCOPE		SUM
1	Pre-Design		18,600.00
	Architecture	3,600.00	
	Surveyor	11,000.00	
	Geotechnical Investigation	4,000.00	
2	Schematic Design (30%)		16,320.00
	Architecture	7,875.00	
	Civil	2,895.00	
	Structure	1,200.00	
	Mechanical & Electrical	2,550.00	
	Data & Communication	1,800.00	
3	Design Development (Permit-60%)		35,875.00
	Architecture	23,000.00	
	Civil	4,825.00	
	Structure	2,000.00	
	Mechanical & Electrical	4,250.00	
	Data & Communication	1,800.00	
4	Construction Documents (100%)		43,325.00
	Architecture	19,375.00	
	Civil	9,650.00	
	Structure	4,000.00	
	Mechanical & Electrical	8,500.00	
	Data & Communication	1,800.00	
5	Bidding & Negotiations		7,280.00
	Architecture	2,250.00	
	Civil	1,930.00	
	Structure	800.00	
	Mechanical & Electrical	1,700.00	
	Data & Communication	600.00	
	TOTAL ESTIMATED FEE AMOUNT		121,400.00
	Reimbursable Fees (Task #6)		<u>5,500.00</u>
	SUBTOTAL		126,900.00
	Task #7- Governmental and Utility Fees and Task #8 - Construction Management		
	Billed at Hourly Rates listed below:		
	2812 architecture Standard Hourly Rates:		
	Principal Architect	\$180.00/hr.	
	Associate Architect	\$150.00/hr.	
	Project Manager/Architect	\$120.00/hr.	
	Staff Designer/BIM Technician	\$95.00/hr.	
	Administrative/Clerical	\$75.00/hr.	
			Maximum Payable \$132,000.00

EXHIBIT D

SUBCONSULTANT LIST

Nelson Geotechnical Associates, Inc.
17311 – 135th Avenue NE, A-500
Woodinville, WA 98072
Khaled Shawish
425-486-1669

Quantum Consulting Engineers
1511 3rd Avenue, Suite 323
Seattle, WA 98101
John Riley
206-957-3906

Rensch Engineering
111 Avenue C, Suite 104
Snohomish, WA 98290
Christopher Rensch, PE
360-863-6677

Harmsen, LLC
125 East Main Street, Suite 104
Monroe, WA 98272
David Harmsen
360-794-7811

EXHIBIT E

MONROE CODE OF ETHICS

Chapter 2.52 CODE OF ETHICS

Sections:

- 2.52.010 Purpose – Construction.
- 2.52.020 *Repealed.*
- 2.52.030 Award of contracts prohibited.
- 2.52.040 *Repealed.*
- 2.52.050 *Repealed.*
- 2.52.060 *Repealed.*

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30, Ethics Board, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter.

2.52.020 *Repealed.*

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative.

2.52.040 *Repealed.*

2.52.050 *Repealed.*

2.52.060 *Repealed.*
